

Notice of Meeting:

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

Date: Thursday 21 November 2019
Time: 5.00 pm
Venue: Strath Taieri Community Centre, Middlemarch

Sue Bidrose
Chief Executive Officer

Strath Taieri Community Board
PUBLIC AGENDA

MEMBERSHIP

Chairperson	Mr Barry Williams	
Deputy Chairperson	Mr Mark O'Neill	
Members	Mr Blair Dale	Mr David Frew
	Cr Mike Lord	Ms Leeann McLew
	Mr Robin Thomas	

Senior Officer Tom Dyer, Group Manager 3 Waters

Governance Support Officer Jennifer Lapham

Jennifer Lapham
Governance Support Officer

Telephone: 03 477 4000
jenny.lapham@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.

ITEM	TABLE OF CONTENTS	PAGE
1	Public Forum	4
2	Apologies	4
3	Confirmation of Agenda	4
4	Declaration of Interest	5
5	Confirmation of Minutes	9
5.1	Strath Taieri Community Board meeting - 31 October 2019	9
PART A REPORTS (Strath Taieri Community Board has power to decide these matters)		
6	Project Fund Applications	14
7	Governance Support Officers Report	24
8	Chairperson's Report	51
9	Council Activities	52
10	Notification of Items for Consideration by the Chairperson	53

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	Register of Interest	7

Strath Taieri Community Board Register of Interest - 21 November 2019				
Name	Responsibility (ie: Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Proposed Management Plan
Barry Williams	Member	Middlemarch Museum	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.
	Life Member	Middlemarch Rugby 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	Vintage Machinery 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.
	Season Ticket Holder	Middlemarch Swimming 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	Singles Dance 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.
	Member	Middlemarch Medical 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.
	Member	STARTT (Strath Taieri Agricultural & Rural Tourism 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	Middlemarch Sports Pavilion & Courts	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.
Blair Dale		Nothing Declared		
David (Jock) Frew	President	Middlemarch Rugby 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.
		Strath Taieri Lions	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.
		Residential Land Ownership 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.
		Strath Taieri Dog Trial 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.
		Middlemarch Sports Pavilion & Courts	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.
Leeann McLew		Nothing Declared	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.
Mark O'Neill	Chairman	Singles Dance 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.
	Member	Middlemarch Rugby 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.
	President	Macraes Dog Trial 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	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.
Robin Thomas		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.

		Landowner, Residential, Middelmarsh	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.	
		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	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.	
Mike Lord	Trustee	ML and PJ Lord Family Trust - Owner of Residential Properties - Dunedin and Wanaka	Duty to Trust may conflict with duties of Council Office	Seek advice prior to the meeting if actual or perceived conflict of interest arises.	
	Trustee	Otago Rural Support Trust	Duty to Trust may conflict with duties of Council Office	Seek advice prior to the meeting if actual or perceived conflict of interest arises.	
	Trustee	Federated Farmers Charitable Trust	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.	
	Trustee	Hereweka Harbour Cones Trust	Potential grants recipient. Duties to Trust may conflict with duties of Council Office.	Withdraw from discussion and leave the table. If the meeting is in confidential leave the room. Seek advice prior to the meeting.	
	Member	Dunedin Public Art Gallery Committee	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.	
	Shareholder	Fonterra	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.	
	Shareholder	Silver Fern Farms	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.	
	Member	Federated Farmers	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.	
	Director	Mosgiel Rotary Club	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.	
	Member	Mosgiel RSA	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.	
	Member	National Party	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.	
	Member	Strath Taieri Community Board	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.	
	Member	Mosgiel Taieri Community Board	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.	
	Member	District Licensing Committee	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.	
	Shareholder	Various publicly listed companies	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.	
	Member	Dunedin Public Art Gallery Society (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.	
	Member	Dunedin Public Art Gallery Acquisitions (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.	

CONFIRMATION OF MINUTES


STRATH TAIERI COMMUNITY BOARD MEETING - 31 OCTOBER 2019

RECOMMENDATIONS

That the Board:

Confirms the public part of the minutes of the Strath Taieri Community Board meeting held on 31 October 2019 as a correct record.

Attachments

	Title	Page
A 	Minutes of Strath Taieri Community Board meeting held on 31 October 2019	10

Strath Taieri Community Board**MINUTES**

Minutes of the inaugural meeting of the Strath Taieri Community Board held in the Edinburgh Room, Municipal Chambers, The Octagon, Dunedin on Thursday 31 October 2019, commencing at 3.00 pm

PRESENT

Chairperson	Barry Williams	
Deputy Chairperson	Mark O'Neill	
Members	Blair Dale	David Frew
	Leeann McLew	Robin Thomas
	Cr Mike Lord	

IN ATTENDANCE Sandy Graham, General Manager City Services

Governance Support Officer Jennifer Lapham

1 PUBLIC FORUM

As this was the Board's inaugural meeting, there was no Public Forum. .

2 APOLOGIES

An apology was received from the Chief Executive Officer Dr Bidrose as she was unable to be in attendance.

3 CONFIRMATION OF AGENDA

The agenda for the meeting was noted.

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.

PART A REPORTS

5 WELCOME BY THE GENERAL MANAGER CITY SERVICES

The General Manager City Services (Sandy Graham) welcomed everyone to the meeting and provided an introduction to the formal swearing in of members.

6 DECLARATIONS BY MEMBERS

Members made the declarations required by Schedule 7, Clause 14 of the Local Government Act 2002, which were witnessed by the General Manager City Services.

7 VOTING PROCEDURE FOR APPOINTMENT OF CHAIRPERSON AND DEPUTY CHAIRPERSON

A report from Civic advised that voting for appointments such as the Board Chairperson and Deputy Chairperson was to be carried out in accordance with Schedule 7, Clauses 25(2), (3) and (4) of the Local Government Act 2002 Amendment Act 2004.

Moved (Mike Lord/Robin Thomas):

That the Board:

- a) **Adopts** (System B), First Past the Post, as the voting method for the appointment of Chairperson and Deputy Chairperson.

Motion carried (STCB/2019/033)

8 ELECTION OF CHAIRPERSON AND DEPUTY CHAIRPERSON

- a) Chairperson

Moved (David Frew/Mark O'Neill):

That the Board:

- b) **Appoints** Barry Williams as Chairperson

Motion carried (STCB/2019/034)

- c) Deputy Chairperson

Moved (David Frew/Blair Dale):

That the Board:

- a) **Appoints** Mark O'Neill as Deputy Chairperson

Motion carried (STCB/2019/035)

9 LOCAL GOVERNMENT LEGISLATION - BRIEFING FOR THE INAUGURAL COUNCIL MEETING

A report from Civic provided a general explanation of the following legislation as required by clause 21 of Schedule 7 of the Local Government Act 2002.

- a) The Local Government Official Information and Meetings Act 1987;
- b) The Local Authorities (Members' Interests) Act 1968;
- c) Sections 99, 105 and 105A of the Crimes Act 1961;
- d) The Secret Commissions Act 1910; and
- e) The Financial Markets Conduct Act 2013.

Moved (Mike Lord/David Frew):

That the Board:

- a) **Notes** the advice regarding key legislation that applies to members of the Community Board.

Motion carried (STCB/2019/036)

10 MEETING SCHEDULE

A report from Civic requested that the Board give consideration to the date of the next Strath Taieri Community Board meeting. It was proposed for Thursday 21 November 2019 commencing at 5.00 pm.

The report noted that the schedule for 2020 will be brought to the meeting being held on 21 November 2019 for the Board's confirmation.

Moved (David Frew/Blair Dale):

That the Board:

- a) **Confirms** that its next meeting will be held on 21 November 2019 commencing at 5.00 pm.
- b) **Notes** that the meeting schedule for 2020 will be considered by the Board at the meeting of 21 November 2019.

Motion carried (STCB/2019/037)

The meeting concluded at 3.20 pm. .

.....
CHAIRPERSON

PART A REPORTS

PROJECT FUND APPLICATIONS

Department: Civic

EXECUTIVE SUMMARY

- 1 The Strath Taieri Medical Services have applied for \$1,300.00 for the relocation of the AED.
- 2 Note is made that \$10,000.00 remains in the fund.

RECOMMENDATIONS

That the Board:

- a) **Approves/declines** the funding application from the Strath Taieri Medical Centre.

Signatories

Author:	Jenny Lapham - Governance Support Officer
Authoriser:	

Attachments

	Title	Page
A	Project Fund Application	15

Application for Funding from the Strath Taieri Community Board

Date: 23/9/19

Name of group/individual applying for funds: ST Medical Services

Contact person: Stephonie Macaulay

Email address: _____

Address: P.O. Box 5

Middlemarch

Position held: secretary/Treasurer Phone number: _____

Short description of project: As per attached letter.

Box to house AED

Pads & Batteries for AED's in

Hyde & Middlemarch

Total cost of project: \$ \$ 581.61 - Cabinet

Amount already raised: \$ 133.70 - Pads/batteries

Amount sought from Strath Taieri Community Board: \$ 1300.00

How will the rest of the project cost be covered? If finding shortfall

Hyde community will pay for their pads/batteries.

• 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?] As soon as cabinet can purchased.

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?

one-off - cabinet

Biennial - pads/batteries.

How will the project benefit your organisation/club? What are the benefits to the wider community of your project? _____

• More visible + secure AED

• pads + batteries to ensure AED
working correctly if required

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? Pads + batteries.

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).

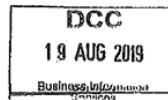
Leeann Barnes



Middlemarch

Otago

12/08/2109



Dear Chairman and Members Strath Taieri Community Board.

I wish to look at re-siting the AED (Automated External Defibrillator) from the locked box at the Railway Station to a more accessible site with a more accessible system.

Presently to access the AED, a key must be obtained from either the Strath Taieri Hotel, Tap and Dough, or Maggies. I believe this uses up important time and potentially delays the giving of that first shock, potentially effecting patient outcome. It is also located on the end wall of the Railway Station which I believe was influenced by potential passenger needs of Taieri Gorge patrons. I have spoken to Grant Craig, TGRR manager, and he advises me the train does carry its own AED. Likewise, the MMVFB and we the PRIME nurses also have defibrillators within the community.

Throughout Central Otago and even in Outram, community AEDs tend to be at the Four Squares or similar shops. I have spoken to Maggie O'Brien and she is agreeable to having it sited there, she also leaves a light on at night outside the shop. Today I also spoke to Sandra Skinner from Alexandra St John who has supplied AED cabinets throughout their area. They have made these and it could be an option to get one from them, but there would be a delay in getting this made. A similar box at a similar price can be obtained from The Defib Store, a cabinet with a key behind a Perspex panel and an alarm that sounds when opened to attract attention/ help. We discussed the pros and cons of other systems, including coded cabinets, but agree that this seems to be the

most appropriate for our situation. Of note they haven't had issues with vandalism. The keys are generic and can be replaced.

To summarise, my proposal is to relocate the AED from the Railway Station to Maggie's, with an accessible locked box funded by the Strath Taieri Community Board. The approximate cost of this is \$595.00 excluding GST.

To let people know the changed location, it would be put in the Taieri Pet and local social media platforms. This could also be a good chance for community education. I would also suggest it be put on the AED locations app.

I enclose a picture of the Central Otago cabinets, The Defib Store cabinet, and aedlocations.co.nz information.

I thank you Mr Chairman and Members for your consideration of this project.



Leeann Barnes

Middlemarch PRIME

8/12/2019

AED Locations - About

MENU

Why We Exist

Gareth Jenkin started AED Locations after teaching thousands of people how to use CPR (Cardiopulmonary Resuscitation) and AEDs (Automated External Defibrillators). During training sessions, he was often asked about AED locations. He knew that there were a lot of publicly available AEDs, but realised that they were worthless if people didn't know where they were.

People were dying within 50 metres of an AED because no one knew it was there.

Publishing AED locations online would make it easier to find them in an emergency, but Gareth lacked the money and the technological know-how to make it happen. After The Listener ran a story on heart attacks and AEDs, Abletech approached Gareth to help.

An AED can increase someone's chance of survival by up to 80% if applied immediately.

Over 9,000 locations are now mapped on this website and the **Android** and **iPhone** apps.

It's a community effort

We aim to keep the information as up-to-date and accurate as possible. However we can't guarantee that all AEDs will be accessible, in full working order, or still in the same location. AED Locations relies on the community, so if you notice out-of-date information, please contact us or add a new location.

<https://aedlocations.co.nz/about/>

1/1

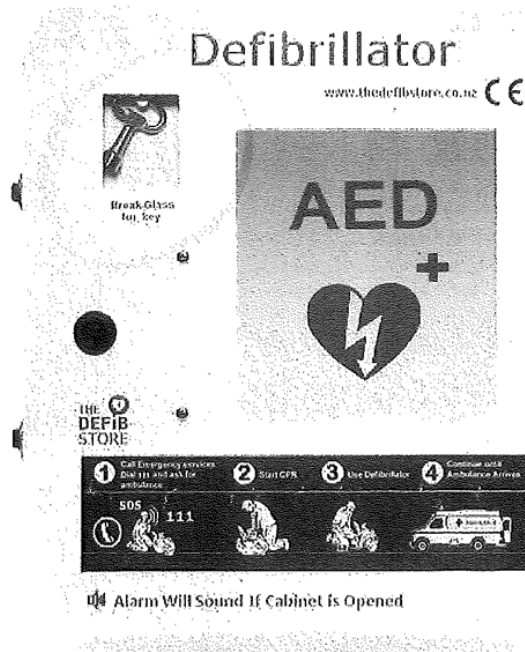


7/1/2019

Break Glass Outdoor Defibrillator Cabinet – The Defib Store

THE DEFIB STORE

Home Defibs
Pads & Batteries
Signs & Storage
Training BLOG
Contact Us



Alarm Will Sound If Cabinet Is Opened

<https://www.thedefibstore.co.nz/collections/aed-cabinets-cases/products/break-glass-outdoor-cabinet>

1/4

7/1/2019

Break Glass Outdoor Defibrillator Cabinet – The Defib Store



Break Glass Outdoor Defibrillator Cabinet

\$595.00 ex. GST

ADD TO CART

ADD TO QUOTE

BUY IT NOW

This weather resistant, sturdy cabinet is ideal for outdoor protected areas.

<https://www.thedefibstore.co.nz/collections/aed-cabinets-cases/products/break-glass-outdoor-cabinet>

2/4

7/1/2019




Break Glass Outdoor Defibrillator Cabinet – The Defib Store

The key is accessed by breaking a perspex panel.

An alarm will sound when the door is opened to attract attention/help.

This cabinet is suitable for all brands of Defibrillator

Dimensions: 400 x 360 x 200mm (H,W,D)

 [SHARE](#)  [TWEET](#)  [PIN IT](#)

[← BACK TO SIGNS & STORAGE](#)

Quick links

[Search](#)

[Contact Us](#)

[Terms & Conditions Of Trade](#)

[Privacy Policy](#)

[Shipping & Delivery](#)

Oceania Medical LTD T/A The Defib Store

Unit 5, 23B Westhaven Drive, Auckland

1010

0800 DEFIBS (333427)

<https://www.thedefibstore.co.nz/collections/aed-cabinets-cases/products/break-glass-outdoor-cabinet>

3/4

GOVERNANCE SUPPORT OFFICERS REPORT

Department: Civic

EXECUTIVE SUMMARY

- 1 This report is to inform the Strath Taieri Community Board of activities relevant to the Board area including:
 - Project Fund
 - Nomination Community Board Executive Committee
 - Appointment to Strath Taieri Community Centre Society
 - Appointment to Keep Dunedin Beautiful
 - Meeting Schedule
 - Round the Boards – OAR FM programme
 - Remuneration
 - Action List

RECOMMENDATIONS

That the Board:

- a) **Notes** the Governance Support Officers Report.
- b) **Considers** nominating a representative to the Community Board Executive Committee
- c) **Appoints** a representative to the Strath Taieri Community Centre Society Inc
- d) **Appoints** a representative to the Keep Dunedin Beautiful Committee
- e) **Agree** the first meeting for 2020 will be held on 23 January at 5 pm in the Middlemarch Community Centre.
- f) **Consider** the proposed OAR FM programme for Community Boards.
- g) **Amends** the Action List as appropriate

Project Fund

- 2 The Board has been allocated \$10,000 for the 2019/20 year, no funds have been allocated to date.

Community Board Executive Committee (CBEC) Nominations

- 3 Nominations for representatives and deputies on CBEC are now due and must be received by LGNZ by 5.00 pm on Friday 6 December. Attached is a copy of the Memorandum from LGNZ and nomination form (Attachment A).

Community Hall Management Agreement

- 4 The Dunedin City Council owns a number of Community Halls throughout the outlying areas of the Dunedin City. The Halls are managed by Hall Committees on an informal basis with the general understanding that Council maintains the outside of the Halls, looks after the structure of the building and compliance matters. Hall Committees look after the inside, manage the day to day running of the hall and organise the hire of the hall for the community.
- 5 A Community Hall Management Agreement has recently been drafted and is attached for reference. The Agreement has been sent to all the Hall Committees for feedback. I am currently working with the Hall Committees, responding to questions and will attend any Community Hall meeting where necessary to further discuss and go through the agreement. (Management Agreement Attachment B).

Community Board Appointments

- 6 A letter has been received from the Strath Taieri Community Centre Society Inc noting the resignation of Joan Wilson from the committee and seeking a new representative from the Board.
- 7 The Board may also appoint a representative to the Keep Dunedin Beautiful Committee.

Meeting Schedule 2020

- 8 The Council will not be considering the meeting schedule for 2020 until the meeting being held on 10 December. Therefore, it is recommended that the Board hold their first meeting for 2020 on 23 January 2020 at 5 pm. At this meeting a full meeting schedule will be available for the Board to consider.

‘Round the Boards’ – OAR FM

- 9 OAR FM extends an invitation to the Board to take part in ‘Round the Boards’ feature segment. A number of Community Boards took part in this programme last term. It is now proposed to hold the feature on Tuesdays at 8.40 am.
- 10 This is a 10 -15 minute weekly segment which provides each participating Board with the opportunity to promote events, issues and people. The segment is hosted by Mr Harford, with Boards sending a representative for an on-air chat on their allocated day.
- 11 It is proposed to start on Tuesday 4 February 2020. The cost for participating is \$240 for 12 session plus \$30 for an annual membership fee for Otago Community Broadcasters Society.

Remuneration

- 12 The Remuneration Authority has set the remuneration of Community Boards for the 2019/20 year. The Strath Taieri Community Board remuneration are set as follows:

Strath Taieri Community Board Remuneration 2019/20

Chairperson	\$14,669.00
Member	\$7,334.00

Action List

- 13 An update on outstanding matters is provided in Attachment C.

Signatories

Author:	Jenny Lapham - Governance Support Officer
Authoriser:	Sharon Bodeker - Team Leader Civic

Attachments

	Title	Page
↓A	CBEC Executive Committee Nominations	29
↓B	Community Hall Management Agreement	30
↓C	Action List	50

SUMMARY OF CONSIDERATIONS
Fit with purpose of Local Government

This decision enables democratic local decision making and action by, and on behalf of communities.

Fit with strategic framework

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

There is no contribution to the Strategic Framework.

Māori Impact Statement

There are no known impacts for tangata whenua.

Sustainability

There are no implications for sustainability.

LTP/Annual Plan / Financial Strategy /Infrastructure Strategy

There are no implications.

Financial considerations

There are no implications.

Significance

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

Engagement – external

There has been no external engagement.

Engagement - internal

Internal engagement has occurred with appropriate staff members.

Risks: Legal / Health and Safety etc.

There are no risks.

Conflict of Interest

There is no known conflict of interest.

SUMMARY OF CONSIDERATIONS

Community Boards

There are no implications for Community Boards except to provide information on activities in or relevant to the Board area.

**We are.
LGNZ.**

**Nomination for office of
New Zealand Community Boards' Executive Committee
Zone Representative**

To: Leanne Brockelbank
Local Government New Zealand
PO Box 1214
Wellington
leanne.brockelbank@lgnz.co.nz

to be received by LGNZ by **5.00pm, Friday 6 December 2019.**

We, the undersigned acting on behalf of the Community Boards shown below, hereby nominate

.....[name] of

.....[address/council]

as a candidate for election to the office of Zone.....(please complete) Representative on the New Zealand Community Boards' Executive Committee.

Nominated by:

[Community Board]

Signed by:

Title:

Nomination is **seconded** by:

[Community Board]

Signed by:

Title:

ACCEPTANCE: I,[name],
being a community board member, hereby accept the above nomination

Signed:

Date:



[Name of Hall] Management Agreement

Between

Dunedin City Council

and

[Name of Hall Committee]

CONTENTS

1. PURPOSE	3
2. DEFINITIONS	3 - 4
3. FUNCTION OF THE COMMITTEE	4
4. FINANCIAL MANGEMENT AND OUTGOINGS	4 - 5
5. USE OF HALL AND HIRING	5
6. LICENCE TO OCCUPY AND MANAGE A HALL	5 - 6
7. REPORTING	6
8. ACCESS TO THE HALL AND RECORDS	6
9. SECURITY	6
10. MAINTENANCE BY HALL COMMITTEE	7
11. COUNCIL MAINTENANCE WORK ON THE OUTSIDE OF THE HALL AND ALTERATIONS	7 - 8
12. FIRE SAFETY AND PROTECTION	8
13. INCORPORATION	8
14. NO PARTNERSHIP OR AGENCY	8 - 9
15. SUBCONTRACTING AND ASSIGNMENT	9
16. TERMINATION	9 - 10
17. INSURANCE	10
18. DISPUTE RESOLUTION	10 - 11
19. HEALTH AND SAFETY	11
20. COMPLIANCE WITH LAWS AND RELEVANT COUNCIL POLICIES	11
21. FUNDING AND GRANTS	12
22. WARRANTY, LIABILITY AND WAIVER	12
23. REVIEW AND VARIATION OF AGREEMENT	12
24. CONSENT AND NOTICES	12
25. SIGNING	13
26. COUNCIL NOT ACTING IN ITS REGULATORY CAPACITY	13
27. SIGNING AREA	13
SCHEDULE A – Specific details for the Hall	14 - 15
SCHEDULE B - Aerial Photograph of the Hall.....	16
SCHEDULE C - Maintenance Guidelines and Procedures for the Hall Committee for Management of The Council Hall	17 - 20



Date: _____ day of _____ 2019

PARTIES

- 1 **DUNEDIN CITY COUNCIL** (the Council)
- 2 **[NAME OF HALL COMMITTEE]** (the Hall Committee)

The Parties Agree:

1. PURPOSE

The purpose of this Agreement is to:

- (a) Define the relationship between the Council and the Hall Committee
- (b) Identify the respective roles of each party in relation to the effective management of a Hall;
and
- (c) Establish Hall management arrangements to enable the Hall Committee to fulfil its responsibilities under this Agreement.

2. DEFINITIONS

In this Agreement:

“Agreement” means this document including any Schedule, and if there is an inconsistency between any of these parts, a provision in a Schedule is intended to prevail to the extent of any inconsistency;

“Building Book” applies to Halls that contain fire alarm systems. Those Halls that have fire alarm systems are detailed in Schedule “A” of the individual Hall Agreements .

“Constitution” means any instrument, charter, rules of association, or memorandum constituting or defining the activities of the Hall Committee or its members;

“Financial Year” means each period from 1 July to the following 30 June;

“Fire Evacuation Scheme” a process for evacuation of the Hall in case of fire applicable to Halls that have the capacity for 100 or more people, or the Hall is likely to hold functions that cater for 100 or more people.

“Grant” means the annual management fee paid quarterly to the Hall Committee.

“Gambling” activities involving betting, wagers or other risk or chance taken for monetary gain. Does not include activities of fundraising for not-for profit community or school groups such as raffles, bingo/housie evenings or quiz nights and activities where a Gambling Licence is not required as set out in the Gambling Act 2003.

“Hall” means the property described in Schedule A, clause 1, including (but not limited too) any building premises, facility, structure, land, site, park, oval, reserve or equipment as specified.

“Hall Committee” is the entity as specified in Schedule “A” of this Agreement.

“Hirer” means those third parties who enter into a Hire Agreement of the Hall with the Hall Committee.

“Licence to Occupy” allows the Hall Committee non-exclusive occupation of the Hall.

“Management” means the management, control and operation of the Hall specified in Schedule A, clause 3 in accordance with this Agreement;

“Minor General Maintenance” Minor repairs of the Hall interior including but not limited to repair and replacement of window catches, internal doors, light fittings, bulbs, tubes, power points, leaking taps, etc.

“Operational Control” means the authority to introduce and implement any or all of the operating, health and safety and environmental policies for the Hall independent of the Council’s permission;

“Party” means a party to this Agreement;

“Records” include documents information and data, including notes or minutes of meetings, financial information, stored by any means and all copies and extracts of the same.

“Schedule” means a Schedule to this Agreement;

“Term” means the duration of this Agreement as set out in Schedule A clause 6;

3. FUNCTION OF THE COMMITTEE

To further its objectives in relation to the Hall, the Hall Committee is required to:

- (a) Develop and implement policies and procedures for effective and efficient management;
- (b) Manage, operate and maintain the Hall in accordance with procedures and principles of sound financial management;
- (c) Use the Hall for its permitted purpose pursuant to this Agreement and to take all reasonable and proper care of the Hall to ensure that no damage occurs (excluding fair wear and tear).
- (d) Determine the terms and conditions under which the Hall will be made available for use by the general public or by specific user groups;
- (e) Promote and develop the use of the Hall with a view to maximising the community asset; and
- (f) Comply with all relevant legislation, regulations and guidelines

4. FINANCIAL MANAGEMENT, OUTGOINGS AND PAYMENTS

- (a) The Hall Committee must do all things necessary to ensure responsible, prudent, transparent financial management of the Hall.

- (b) The Hall Committee is responsible to pay for all utility and other like services supplied to the Hall including but not limited to water, gas, electricity, rubbish charges, telephone and internet.
- (c) The Council may at any time request to see a copy of the Hall Committees most recent financial statements and the Hall Committee must provide this within seven (7) days after the request.
- (d) The Hall Committee is responsible for any;
 - damage to the Hall;
 - theft of Council Property;
 - reinstatement costs;
 - fees relating to an emergency services call out or fire alarm activation for a non-emergency situation;
 - additional charges incurred by the Council because of the hiring of the Hall.

5. USE OF HALL AND HIRING

The Hall is to be used as per the Management (as defined in Schedule A, clause 3) and to also include the following:

- (a) The Hall Committee is responsible for the formulation and administration of the terms and conditions for the use of the Hall, including the setting of hire charges and bonds.
- (b) All terms and conditions of use and access must be consistent with Council policies and any relevant statute.
- (c) No alcohol is permitted to be sold at any Hall unless the relevant organiser has obtained a liquor licence for any function or event.
- (d) No vaping or smoking is permitted in any Hall. The Hall Committee is responsible for ensuring no cigarette butts litter the outside of the Hall.
- (e) No gambling is permitted at any Hall.
- (f) No machinery or goods are to be brought upon the Hall that would damage the building or the surfaced areas of the Hall.
- (g) The Hall Committee is entitled to retain any proceeds received from the hiring of the Hall and Council shall have no liability for expenses

6. LICENCE TO OCCUPY AND MANAGE A HALL

- (a) The Council authorises the Hall Committee a Licence to Occupy the Hall for the term of this Agreement as is necessary for the purposes of this Agreement.
- (b) The Hall Committee may sublicense the Hall or relevant parts of the Hall to third parties provided those third parties have agreed to the Hire Agreement.

- (c) The Council can terminate any hire booking or event in the Hall if it is required for purposes as detailed at clause 6 (f) of this agreement or the Council determines at its sole discretion that the hire booking or event will be objectionable or likely to contravene the rule of law, statute, regulation or any other requirement of a public or local authority.
- (d) Where any hire is terminated by the Council, the Council will not be liable for any damages or compensation claim by the Hall Committee or any third-party hirer.
- (e) This Licence to Occupy does not create any interest, estate, lease or tenancy in the Hall and is subject to the terms of this Agreement.
- (f) Where the Council deems it necessary and at its sole discretion, the Council may use the Hall for any emergency or Civil Defence related purpose.
- (g) The Hall Committee will not, without the prior written consent of the Council, assign, sublet (except sub-licencing pursuant to a Hire Agreement), mortgage, caveat or charge the Hall or part with or share possession of the Hall or part of it.

7. REPORTING

- (a) The Hall Committee will provide the Council, with an annual report of the Management and its obligations under this Agreement.
- (b) The Council may waive the requirement to provide an annual report as required under subclause 7(a).
- (c) The Hall Committee is required to maintain accurate records in relation to their management of the Hall and make such records available to the Council upon request.

8. ACCESS TO THE HALL AND RECORDS

- (a) Upon seven (7) days written notice to the Hall Committee the Council may have access to Records associated with this Agreement and allow the Council to inspect and copy Records in the possession and control of the Hall Committee for purposes associated with this Agreement.
- (b) Council and the Hall Committee acknowledge that documentation or information received during the operation of this Agreement may be of a commercially sensitive nature and will treat such documents and information with due care and diligence.
- (c) During the Term of this Agreement the Council staff will have full access to the Hall at all times. The Council contractors and agents will provide 24 hours' notice to the Hall Committee where practical for access to the Hall to review the state of repair of the Hall and to complete any works as necessary in accordance with this Agreement.

9. SECURITY

- (a) The Hall Committee must keep the Hall secure at all times when not being used and shall notify the Council of any breach of security or vandalism within 24 hours of any occurrence of such an event.
- (b) The Hall Committee will not install any security systems, including alarms or CCTV in the Hall without the prior written consent of the Council.

10. MAINTENANCE AND ALTERATIONS BY HALL COMMITTEE

- (a) The Hall Committee must keep the interior of the Hall, including fittings, furniture and equipment in good repair and condition.
- (b) The Hall Committee is responsible for all cleaning and associated costs to ensure the Hall is kept in a clean and tidy condition at all times.
- (c) The Hall Committee is responsible to keep the Hall free of pest animals and weeds.
- (d) All works undertaken in the Hall must comply with the applicable statutory standards, including but not limited to the Building Act 2004, the Resource Management Act 1991 and the Health and Safety at Work Act 2015.
- (e) Maintenance responsibilities of the Council and the Hall Committee are further specified in Schedule "C" to this agreement.
- (f) Any maintenance work (excluding "General Maintenance Work" as described in Schedule "C" to this Agreement) to be undertaken by the Hall Committee on the Hall shall first require the written permission of the Council before any such work is undertaken. The Council at its discretion may require Council approved contractors to undertake such maintenance work.
- (g) Should it come to the Council's attention that maintenance which is required on the Hall for which the Hall Committee is responsible has not been carried out or is not satisfactorily completed, then the Council at its sole discretion may complete those works and accordingly charge the Hall Committee for those expenses.
- (h) The Hall Committee must not make any alterations, additions or improvements (whether internal, external, structural or otherwise), or any extension or refurbishment to the Hall or construction of any further building on the Hall land, without first consulting and obtaining written permission from the Council.
- (i) In the event that written consent is granted for works to be undertaken by the Hall Committee, all works shall be undertaken by Council approved contractors and may be project-managed by Council officers.
- (j) The Hall Committee shall not be entitled to any compensation for any improvements it has completed (and which have been authorised by Council) to the Hall.
- (k) The Hall Committee must not install any equipment (including air-conditioning or sprinkler systems) or exterior fixtures and fittings to the Hall without written permission from the Council.
- (l) The Hall Committee is solely responsible for any costs payable in association with any such works and improvements undertaken pursuant to this clause.

11. COUNCIL MAINTENANCE WORK ON THE OUTSIDE OF THE HALL AND ALTERATIONS

- (a) The Council is responsible for all maintenance and capital works on the outside of the Hall including any structural issues with the Hall. Capital improvements of the buildings such as extensions and/or renovations will occur at the Council's sole discretion, and funding or contributions may be subject to negotiation and agreement between the Council and the Hall Committee on a project by project basis.

- (b) Any additions, modifications or improvements made to the Hall during the term of this Agreement remain the property and asset of the Council.
- (c) The Council at its discretion may require sole possession of the Hall whilst it is carrying out any maintenance, alterations or seismic work to the Hall and will use its best endeavours to give the Hall Committee reasonable notice of such possession, unless it is a safety issue for users of the Hall, whereby immediate possession may be required by the Council.

12. FIRE SAFETY AND PROTECTION

- (a) The Council is responsible for all Fire and Emergency New Zealand (Fire Service) charges and all costs of maintaining and servicing fire detection and firefighting equipment.
- (b) The Council is responsible for all costs of creating Fire Evacuation Schemes and Procedures and of providing an evacuation consultant to co-ordinate six (6) month trial evacuations for Halls with Fire Evacuation Schemes.
- (c) The Hall Committee must take part in trial fire evacuations (for buildings with Fire Evacuation Schemes) and require regular users to also take part. The Hall Committee is responsible for familiarising themselves and all users with the Fire Evacuation Scheme/Procedure for the Hall.
- (d) The Hall Committee must take all precautions, as requested by Council, and as required by law, against fire and ensure that all fire and emergency service regulations and requirements in relation to the Hall are complied with.
- (e) The Hall Committee is responsible for ensuring all Hall users check that exits are not locked, barred or blocked and that they can open easily. If required, these checks must be signed off in the Building Book.
- (f) The Hall Committee is to be familiar with and ensure that users of the Hall comply with the evacuation plan in the case of an emergency.

13. INCORPORATION

- (a) The Hall Committee warrants that it is an incorporated body and its Constitution is not inconsistent with this Agreement.
- (b) The Hall Committee will not alter its Constitution in a way that makes it inconsistent with this Agreement without the prior written consent of the Council.
- (c) A copy of the Constitution shall be made available to the Council, upon request.

14. NO PARTNERSHIP OR AGENCY

- (a) The Hall Committee will not, by virtue of this Agreement, become or be deemed to be a partner or agent of the Council.
- (b) The employees, partners and agents of the Hall Committee will not, by virtue of this Agreement, be or for any other purpose be deemed to be employees, partners or agents of the Council.

- (c) This Agreement shall not be construed or interpreted as a lease or sublease of the Hall, nor does this Agreement constitute a partnership between the two Parties.

15. SUBCONTRACTING AND ASSIGNMENT

- (a) The Hall Committee will not, without the prior written consent of the Council, subcontract the whole or any part of the Management.
- (b) The Hall Committee agrees not to assign its rights, charge or share possession of the Hall or any part of it under this Agreement without the prior written consent of the Council.

16. TERMINATION

The Council, may, in writing, terminate or suspend this Agreement where:-

- (a) There is a breach of any terms or conditions by the Hall Committee after written notice of the breach and a period of one (1) month **(or two (2) weeks in the case of failure to carry out a trial evacuation)** from receipt of the notice to rectify the breach;
- (b) The Hall Committee becomes insolvent or is subject to petition or resolution for winding up;
- (c) The Hall Committee is dissolved, or its purpose is varied without the consent of the Council;
- (d) The Council determines that an alternative administrative or operational arrangement is more appropriate, but not first without consulting the Hall Committee;
- (e) The Council, reasonably believes the continued use of the Hall will cause increasing or irreparable damage and deterioration to the Hall; or
- (f) The Hall or any part of it is destroyed or damaged so that the Hall Committee cannot access the Hall or any part of it or that the Hall Committee cannot carry out their Management.
- (g) The Council would be required to expend money on any remedial works, alteration or maintenance on the Hall that in the Councils sole judgment would be an unreasonable amount.
- (h) The Hall Committee has knowingly provided false information, attempted to defraud or has defrauded the Council.

If this Agreement is terminated:

- (i) The Hall Committee forfeits all rights and entitlements to the Management, operation and control of the Hall;
- (j) The Hall Committee must deliver up and vacate the Hall in good order as required under this Agreement, including all keys, fixtures and any fittings owned by the Council;
- (k) All improvements to the Hall completed by the Hall Committee remain with the Hall and the Council is not obligated to compensate the Hall Committee for such improvements;
- (l) The Hall Committee shall not be entitled to any compensation, replacement hall, right to manage another hall or relocation to another site;

- (m) Any termination of this Agreement will be without prejudice to the rights of either Party arising prior to termination.
- (n) Prior to or upon termination of this Agreement the Hall Committee will provide (for a reasonable time) information and documentation that is reasonably necessary and requested by Council for the orderly transfer of the Management of the Hall to another party.

17. INSURANCE

- (a) The Hall Committee shall hold at least one million dollars of public liability insurance with a reputable insurer on terms and in amounts that a reasonable and prudent contractor providing services similar to the management of the Hall would hold. The Hall Committee will provide evidence of such insurance to the Council.
- (b) The Hall Committee shall hold contents insurance relating to their contents within the Hall.
- (c) The Council shall maintain insurance for the Hall with a reputable insurance provider as would be prudent for persons who own property similar to the Hall and shall include insurance in respect of (without limitation) public liability.
- (d) Any proposed Management which is outside the scope or responsibility of the Hall Committee requires a Risk Assessment to be completed by the Hall Committee and submitted to the Council for written approval before the Management takes place.

18. DISPUTE RESOLUTION

- (a) If either party has any dispute with the other in connection with this Agreement, then (unless this Agreement otherwise provides):
 - (i) That Party will promptly give full written particulars of the dispute to the other.
 - (ii) The Parties will promptly meet together and in good faith try and resolve the dispute.
- (b) If the dispute is not resolved within 20 (twenty) working days of written particulars being given (or any longer period agreed to by the Parties) the dispute will be referred to mediation.
 - (i) A Party must use the mediation procedure to resolve a dispute before commencing any other dispute resolution proceedings.
 - (ii) The mediation will be conducted by a Resolution Institute panel mediator chosen by the Parties or, if they cannot agree, by the President of the New Zealand Law Society or the President's nominee.
- (c) If the dispute is not resolved by mediation the Parties will refer the dispute to a single arbitrator.
 - (i) The single arbitrator will be chosen by the Parties or, if they cannot agree, by the President of the New Zealand Law Society, or the President's nominee.
 - (ii) The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.

- (d) The Parties must always act in good faith and co-operate with each other to promptly resolve any dispute.
- (e) The procedures and time frames for any mediation or arbitration will be fixed by the mediator or arbitrator (as appropriate) if the Parties cannot agree.
- (f) The Parties must continue to comply with their obligations under this Agreement during the dispute resolution process, but disputed payments may be withheld to the extent of the dispute.
- (g) This clause will not apply to:
 - (i) A dispute arising in connection with any attempted re-negotiation of this Agreement; or
 - (iii) Any application by either Party for urgent interlocutory relief.

19. HEALTH AND SAFETY

- (a) The Hall Committee acknowledges that it is aware of its obligations and duties under New Zealand law governing Health and Safety ("Health and Safety Legislation")
- (b) The Hall Committee shall identify possible hazards for users of the Hall and will take all practical steps to eliminate and minimise such hazards to ensure users of the Hall are not harmed by such hazards.
- (c) The Hall Committee acknowledges that between it and the Council, the Hall Committee has the primary responsibility for the health and safety of all persons using the Hall.
- (d) The Hall Committee shall notify the Council verbally and then in writing of any serious harm or accident without delay and the give the Council a copy of any report which the Hall Committee is required to make to a public authority on any accident which is associated with the use of the Hall.
- (e) The Hall Committee shall not allow any user of the Hall to bring upon the Hall's premises any machinery or goods that are of a dangerous or offensive nature and shall ensure that there is no contamination of the Hall by those users.

20. COMPLIANCE WITH LAWS AND RELEVANT COUNCIL POLICIES

- (a) The Hall Committee must comply with all laws and Council policies relating to the management, control and operation of the Hall, including (but not limited to) the Sale and Supply of Alcohol Act 2012, the Health and Safety at Work Act 2015.
- (b) **Preparation and the Sale of Food**
If the preparation or sale of food is to occur the food operator will be responsible for registration under the Food Act 2014. Please contact the Council Environmental Health Department for further information. Any fundraising activity is exempt unless this occurs more than twenty (20) times a year within the Hall.

21. FUNDING AND GRANTS

- (a) The Council shall pay an annual management fee in the form of a Grant to the Hall Committee for the management of the hall. A quarter of the annual Grant shall be paid three (3) monthly to the Hall Committee on the receipt of the Hall Committee's three (3) monthly financial and bank statements.
- (b) In addition, the Hall Committee may be eligible to apply to the Council or local Community Board for funding support from any grant scheme or other funding source, such as the Community Grants and Small Project Grants, subject to the usual assessment requirements.
- (c) The Hall Committee may apply for other grants and funding through external organisations at any time. Endorsement and support of other grant applications is at the Council's discretion.

22. WARRANTY, LIABILITY AND WAIVER

- (a) The Hall Committee acknowledges that the Council has made no representation as to the suitability of the Hall for any purpose or event.
- (b) The Hall Committee, its hirers and any other third party shall use and occupy the Hall entirely at their own risk in every respect. The Council shall have no liability to the Hall Committee, hirers or any other third party for damages, loss or injury suffered by the Hall Committee, hirers or any third party in respect of their use or occupation of the Hall.
- (c) The Hall Committee is an independent entity and is solely responsible for the debts incurred by the Committee, except to the extent that this Agreement provides otherwise.
- (d) No waiver or failure to act by the Council in respect of any breach by the Hall Committee or any other party shall operate as a waiver of another breach.
- (e) Despite any term of this Agreement the Council will not be liable to the Hall Committee for any consequential loss, loss of use, loss of income or any other damages arising from this Agreement.

23. REVIEW AND VARIATION OF AGREEMENT

- (a) This Agreement shall be reviewed and updated at the end of each Term.
- (b) The Hall Committee is to provide a list of names of the current Office Bearers, other positions on the Committee and contact details at the commencement of each Term.
- (c) The Hall Committee shall provide a copy of the Annual General Meeting minutes and financial statements and as part of this notify the Council in writing of any changes to the Office Bearers or other members on the Committee.
- (d) This Agreement may be updated or varied at any time with the written consent of both Parties.

24. CONSENT AND NOTICES

- (a) Any consent, approval or notice required by this Agreement must be in writing and may be served either in person, by post or email at the relevant address set out in Item 9 and Item 10 of the Schedule A.

25. SIGNING

- (a) This Agreement may be signed in counterparts which together shall constitute one Agreement binding on the Parties, notwithstanding that those Parties are not signatories to the original or same counterpart. Once the Parties have signed a counterpart copy and have sent it to the other Party (including by e-mail) each counterpart shall be deemed as valid and binding on the Party executing it, as if it had been executed by all Parties.

26. COUNCIL NOT ACTING IN ITS REGULATORY CAPACITY

- (a) The Hall Committee acknowledges that the Council enters into this Agreement in its capacity as an authority to this Agreement only and not in any regulatory capacity and no consent or waiver by the Council in terms of this Agreement shall be construed in any way to operate as a consent, waiver, permission or the like by the Council as a regulatory body in such matters as by way of example only resource/planning, consents, building consents, health/food certifications or building regulation matters.

26. SIGNING AREA

Signed under delegated authority for and on behalf of the Dunedin City Council by:	Signed for and on behalf of the Hall Committee by: OR The Common Seal of (name of Hall Committee) was hereunto affixed in the presence of:
Authorised Signatory	Authorised Signatory
Print name and title of Authorised Signatory	Print name and title of Authorised Signatory
Witness Signatory	Authorised Signatory
Print name and title of Witness Signatory	Print name and title of Authorised Signatory

SCHEDULE A

ITEM	
	Council will complete this item.
1. Hall:	<p>Address: Legal Description as highlighted in the aerial photo in Annexure 1 (approx XXXm²) and known as Allotment XX, Section X, Parish of XXX</p>
2. Purpose:	<p>The purpose of the Hall Committee is to:</p> <ul style="list-style-type: none"> (a) Manage, control, operate, promote and maintain the Hall for the benefit of the community, having regard to the principles of good governance without the day-to-day involvement of the Council. (b) Ensure the financial control of the Hall to meet the Committee's objectives in a responsible, efficient, effective and practical manner. (c) Encourage public interest and maximise involvement and participation of the community in the development, use and sharing of the Hall.
3. Management:	To manage, operate and maintain the Hall for the benefit of the user groups and the local community as per the terms of this Agreement.
4. Annual Grant Amount:	\$XXXXX
5. Commencement Date:	
6. Term	Four (4) years from 1 July 2020
7. Expiry:	30 June 2024
8. Role of Council:	<p>The DUNEDIN CITY COUNCIL will:</p> <p>Act in an advocacy and advisory capacity when necessary</p>
9. Council Address for Notices:	<p>Maria Sleeman Property Officer – Community and Civic Dunedin City Council PO Box 5045 Dunedin 9054 Phone: 477-4000</p> <p>Email cityproperty@dcc.govt.nz or maria.sleeman@dcc.govt.nz</p>

10. **Committee** **Address**
 for Notices: [insert names and details]
11. **Name of Entity** (
- 12, **Registration Number**
13. **Committee Members** [insert Committee member names and positions]
14. **Special Conditions** [insert special conditions if applicable]
 e.g. Fire Evacuation, other occupations etc.

SCHEDULE B

[INSERT PREMISES NAME]:

[insert map here]

SCHEDULE C

Not all of the items below will be relevant for each Hall Committee. However, all relevant items that need deletion or need adding will be determined by Council.

MAINTENANCE GUIDELINES AND PROCEDURES FOR THE HALL COMMITTEE FOR MANAGEMENT OF THE COUNCIL HALL:

This document provides guidelines to your Hall Committee for the maintenance of the Dunedin City Council's (Council) owned/managed facilities.

Item	Responsibility		Comments
	Council	Hall Committee	
Cleaning and Maintenance of Public Toilets	✓		Maintained by Council through service contract (only if standalone toilets or the toilets cannot be accessed from inside the Hall).
Hall Sign Maintenance	✓		The erection and maintenance of the sign naming the Hall is subject to Council approval and must meet all regulations and planning requirements.
Washing the outside of the Hall and cleaning/clearing of gutter.	✓		Managed under Council contract.
External Painting	✓		Council is responsible for exterior painting.
Roof, spouting and gutterings	✓		Council's responsibility and if the Hall Committee identify any problems please report these to Council
Structural Maintenance	✓		Council is responsible for all structural maintenance
Fencing Maintenance	✓		Maintained at Council's discretion unless evidence of safety risk.
Septic Tank and Lines	✓		Council will be responsible for repairs, major maintenance or replacement including any annual servicing of septic tanks.
Outside Water Tanks	✓		Council will be responsible for repairs, major maintenance or replacement including any annual servicing of outside water tanks.
Car Parking Maintenance	✓		Maintained at Council's discretion and subject to budget constraints.

Item	Responsibility		Comments
	Council	Hall Committee	
Maintenance of the electrical system.	✓	✓	The Council shall be responsible for the Hall switchboard (except for blown fuses), the Hall Committee will be responsible for keeping in good operating condition that portion of the electrical system of the Hall from the switchboard to all power outlets.
Cleaning of Toilets (within the Hall)		✓	Day to day cleaning and supply of all consumables such as toilet paper, soap and hand towels.
Repair and Replacement of toilets (within the Hall)		✓	The Hall Committee is responsible for maintenance, repair and replacement of the toilet and associated accessories
Cleaning and maintenance of the inside of the Hall		✓	All day to day cleaning and maintenance including the inside of the windows, cleaning of curtains, flooring, carpets and vinyl.
Minor General Maintenance		✓	The Hall Committee is responsible for the general up keep of the interior of the Hall. Repairs of the Hall interior including but not limited to repair and replacement of window catches, internal doors, light fittings, bulbs, tubes, power points, blown fuses and leaking taps etc.
Internal Painting and Decorating		✓	The Hall Committee is responsible for all internal painting and decorating
Major Maintenance Work Including Alterations and Additions		✓	If undertaken by the Hall Committee, it must first have the agreement and written consent of the Council for undertaking such work.
Rubbish and Recycling, Kerbside Collection		✓	The Hall Committee will be responsible for the disposal of rubbish and if the Hall Committee requests a wheelie bin or glass recycling bin for kerbside collection this will be charged to the Hall Committee.
Pest, plants (weeds/gorse) and animals		✓	Includes insects, spiders, rodents, rabbits and other feral animals and weeds/gorse etc.
Garden Beds Maintenance and Watering around the Hall		✓	Includes maintenance of all garden beds, ornamental lawns, mowing and their respective watering systems (if any).
Power (electricity)		✓	Payments for all operating costs, to be organized and paid for by the Hall Committee.
Gas		✓	Supply of gas to be organized and paid for by the Hall Committee

Item	Responsibility		Comments
	Councils	Hall Committee	
Heating		✓	The Hall Committee is responsible for providing heating within the Hall.
Telecommunications		✓	Includes phone and internet, connection and usage charges to be organized and paid for by the hall Committee.
Rates	✓	✓	Council will pay the general rate for the land and the Committee will pay any targeted use rates such as water supply/consumption, sewage disposal and refuse collection etc..
Fire Evacuation Schemes or Procedures	✓	✓	<p>This special condition only applies to those Halls specified in Schedule A of the individual Hall Agreement.</p> <p>The Council is responsible for all the costs of creating Fire Evacuation Schemes and Procedures and of providing an evacuation consultant to co-ordinate six (6) monthly trial evacuations for buildings with Fire Evacuation Schemes.</p> <p>The Hall Committee must take part in trial fire evacuations (for Halls with Fire Evacuation Schemes) and require regular users to also take part. The Hall Committee is responsible for familiarizing themselves and all users with the Fire Evacuation Scheme/Procedure for the Hall.</p>
Maximum Occupancy	✓	✓	<p>Council will supply information on the maximum number of people that the Hall can accommodate.</p> <p>The Hall Committee will ensure that users are aware of this figure and are responsible for ensuring that all users adhere to this limit.</p>
Building Compliance	✓		Building Compliance refers to life safety systems including extinguishers, exits, emergency systems (alarms) and mechanical ventilation. Council has a service contract to maintain and test these.
Asbestos Removal	✓		Must be undertaken by qualified, certified contractors.
Building Insurance	✓		Council is responsible where the building is owned by the Council.
Fire Exits		✓	Ensure all final exits and escape paths are kept clear at all times and will communicate this to all users and hirers of the Hall.

Item	Responsibility		Comments
	Council	Hall Committee	
Contents Insurance		✓	The Hall Committee is responsible unless the contents are owned by Council.
Electrical Testing and Tagging of Appliances		✓	Testing and tagging should be undertaken by a qualified electrician every 6 to 12 months.
Pest and Rodent Control		✓	Pest and rodent control is the responsibility of the Hall Committee including the prevention of damage to internal wiring systems.
Kitchen – Food		✓	All kitchens must be kept in a clean and hygienic condition. Environmental Health may undertake inspections.
Alcohol		✓	No alcohol is permitted to be sold in any Council Hall unless written permission is obtained from Property Services at Council. A Special Licence under the Supply of Alcohol Act 2012 must be obtained for any function or event selling alcohol or included in any ticket or koha.
Gambling		✓	No gambling is permitted in any Council Hall.
Smoking or Vaping		✓	No smoking or vaping is permitted in any Council Hall. The Hall Committee is responsible to ensure no cigarette butts litter the ground and surrounding area

STRATH TAIERI COMMUNITY BOARD ACTION LIST November 2019		
Department Meeting Date Resolution/Item Number	Action	Status
Transport (Chairperson)	Extension of Bridge over March Creek to allow the continuation of the Rail Trail. Intention is to use some of the timber from the Sutton Taieri River Bridge. June 2019 Request and update on the delays in this project for the August meeting.	Our bridge consultants have been given a brief to design a bridge over March Creek, however due to recent issues with Mt Stoker Road and Mt Ross Road bridges, design work for the March Creek bridge has been delayed. 14 March 2019 On hold with the design consultant. July 2019 Transoms are available for use from Mount Sutton Bridge, WSP Opus are working on design estimate for the bridge. November Update will be provided at the meeting.
Review		
Completed		

Strath Taieri Community Board Action List November 2019

1

CHAIRPERSON'S REPORT

The Chairperson will provide an update matters of interest.

COUNCIL ACTIVITIES

Cr Mike Lord will provide an update on matters of interest.

NOTIFICATION OF ITEMS FOR CONSIDERATION BY THE CHAIRPERSON