



## Martinborough Community Board

### Minutes 30 January 2012

- Present:** Pam Colenso (Chair), Heather Gibbs, Jo Guscott, Adi McMaster, Cr Julie Riddell and Cr Max Stevens.
- In attendance:** Mayor Adrienne Staples and Suzanne Clark (Committee Secretary).
- Conduct of Business:** The meeting was conducted in public in the South Wairarapa District Council Chambers, 19 Kitchener Street, Martinborough on Monday 21 November 2011 between 7.00pm and 8:05pm.

#### **PUBLIC BUSINESS**

##### **1. APOLOGIES**

*MCB RESOLVED (MCB 2012/01) to receive apologies from Dr Dowds.  
(Moved Gibbs / Seconded McMaster)*

Carried

##### **2. CONFLICTS OF INTEREST**

No conflicts of interest were declared.

##### **3. PUBLIC PARTICIPATION**

There was no public participation.

##### **4. COMMUNITY BOARD MINUTES/EXPENDITURE**

4.1 Martinborough Community Board Minutes – 21 November 2011

*MCB RESOLVED (MCB 2012/02) that the minutes of the Martinborough Community Board meeting held on 21 November 2011 be confirmed as a true and correct record.*

*(Moved Cr Riddell/ Seconded Gibbs)*

Carried

4.2 Matters arising

Stumps have been removed from Considine Park as part of the park development approved by the Community Board and placed at the guyfawkes bonfire site for future disposal. The action to resow this area with grass seed can be closed.

Mrs Gibbs reported that she was waiting for final plans for the Bidwills Cutting sign and once received would organise for the sign to be put up.

#### **DISCLAIMER**

*Until confirmed as a true and correct record, at a subsequent meeting, the minutes of this meeting should not be relied on as to their correctness*

4.3 Action items from previous meeting  
The Community Board reviewed the action items and updates were provided.

4.4 Income and Expenditure Statement  
*MCB RESOLVED (MCB 2012/03)* to receive the Income and Expenditure Statement to 30 November 2011.

*(Moved Cr Riddell/ Seconded Gibbs)* Carried

## **5. OPERATIONAL REPORTS – COUNCIL OFFICERS**

5.1 Officers' Report to Community Boards  
The Community Board considered the report noting the increase in rates debt.

*MCB RESOLVED (MCB 2012/04):*

1. To receive the information.

*(Moved Guscott / Seconded McMaster)* Carried

## **6. COMMUNITY BOARD/COUNCILLORS REPORTS**

6.1 Town Centre Committee  
Mrs Gibbs reported that the committee were getting frustrated with being unable to undertake development work and were awaiting approval of the Martinborough Square Management Plan which had been re-released for public consultation.

6.2 Considine Park Committee  
Stumps had been removed, and the Lions wanted to meet with the Considine Park Committee to ascertain priorities and undertake work. Council officers have organised maintenance for the back track.  
Fence posts, wire and gates had been removed from the park which may be suitable for reuse in a proposed leash free dog area on Roberts Street.

6.3 Town Hall Committee  
Cr Riddell reported that a public meeting held on the 24 November 2011 was well attended and that the committee were waiting for the public submission process to be completed.  
Mrs Colenso undertook to organise a meeting to discuss the Town Hall and determine whether there was a consensus of opinion for a Community Board submission. A Community Board submission would only be submitted if there was consensus otherwise it would be left to individuals to make their own submissions.

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6.4 Martinborough Playground

Mrs Guscott advised that she had received a quote for a flying fox, a swinging saucer and a double slide which amounted to \$22,000. Mrs Guscott recommended the Community Board approve the purchase and installation of the flying fox and double slide. Council would contribute \$10,000 from the playground fund. It was noted that the equipment suppliers had visited the playground and advised that the park could safely accommodate a flying fox.

*MCB RESOLVED (MCB 2012/05):*

1. That the flying fox at \$11,986 and the double slide at \$1,498 be ordered and that \$15,000 be allocated from the Pain Farm fund to cover the cost of the equipment and installation (including safety barking under the flying fox).

*(Moved Guscott / Seconded McMaster)*

Carried

6.5 Other

Cr Stevens reported that the Martinborough Pool paddling pool had been fibreglassed and concrete area redone and the pool was looking good.

The Community Board noted that an engineers report would be required regarding the possible use of Pain Farm for waste water irrigation and consideration would need to be given to maintaining the income stream. Officers would need to engage with the public and resource consent would be required before irrigation could undertaken.

*MCB NOTED:*

1. Action 1: Apply antislip paint to the Martinborough Pool paddling pool. Place a sign in the vicinity warning people of the slippery surface; M Allingham

**7. PAIN FARM REPORT**

The Community Board considered the consultant's report on Pain Farm. The Community Board expressed a desire for fertiliser to be spread and repairs be undertaken as soon as possible.

*MCB RESOLVED (MCB 2012/06):*

1. To receive the Pain Farm Report.

*(Moved Guscott / Seconded Cr Stevens)*

Carried

2. Action 2: Advise Community Board members when repairs would be made on the Pain Farm road side fence; M Allingham

*MCB RESOLVED (MCB 2012/07)* that Dr Dowds commence the process of reviewing the Pain Farm lease so that it is available for inspection by

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prospective applicants following advertisement. The Community Board recommended advertisement of Pain Farm in April/May so a new contract can be in place by 1 June 2012.

*(Moved Guscott / Seconded McMaster)*

Carried

*MCB RESOLVED (MCB 2012/08)* that a quote for the required amount of fertiliser, including cartage and the cost of spreading, is obtained and that upon advice of this information to the Community Board, the Pain Farm fund would pay half the total cost. Liaise with the leasee of Pain Farm to ensure that the previously agreed funding arrangement for fertilizer is intact and agree a suitable time for applying the fertiliser.

*(Moved Guscott / Seconded Gibbs)*

Carried

**8. FINANCIAL ASSISTANCE:**

8.1 Victim Support

*MCB RESOLVED (MCB 2012/09)* to grant Victim Support the sum of \$500 for continued services in the South Wairarapa.

*(Moved Guscott/ Seconded McMaster)*

Carried

**Confirmed as a true and correct record**

.....Chairperson

.....Date

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**Martinborough Community Board  
Action Item List  
From 30 January 2012**

Ref #	Meeting	Date	Action Type	Responsible Manager	Resolution Number	Action or Task details	Status	
1090	MCB	21-Nov-11	Action	Mark		Undertake maintenance at Centennial/Considine Park in the area of the existing track and create an ongoing maintenance plan for the park	Open	13.2.12 Regular maintenance is in place.
1091	MCB	21-Nov-11	Action	Jo Guscott		Determine cost of new playground equipment and appropriate park layout (equipment measurements);	Actioned	
1092	MCB	21-Nov-11	Action	Pam Colenso		Request that a quote for a concrete picnic table (for placement at Tora) is provided to the Community Board for funding consideration	Open	
1149	MCB	30-Jan-12	Resolution	Mark	MCB2012/5	<b>Martinborough Playground</b> MCB RESOLVED (MCB 2012/05): 1. That the flying fox at \$11,986 and the double slide at \$1,498 be ordered and that \$15,000 be allocated from the Pain Farm fund to cover the cost of the equipment and installation (including safety barking under the flying fox). (Moved Guscott / Seconded McMaster) Carried	Open	13.2.12. Officer to discuss with Jo Guscott this week and equipment will be ordered.
1151	MCB	30-Jan-12	Resolution	Mark	MCB2012/7	<b>Pain Farm</b> MCB RESOLVED (MCB 2012/07) that Dr Dowds commence the process of reviewing the Pain Farm lease so that it is available for inspection by prospective applicants following advertisement. The Community Board recommended advertisement of Pain Farm in April/May so a new contract can be in place by 1 June 2012. (Moved Guscott / Seconded McMaster) Carried	Open	13.02.12. Process has been started to review the current lease. 29/2 Getting a more current lease written ready for advertising beginning of April
1152	MCB	30-Jan-12	Resolution	Mark	MCB2012/8	<b>Pain Farm</b> MCB RESOLVED (MCB 2012/08) that a quote for the required amount of fertiliser, including cartage and the cost of spreading, is obtained and that upon advice of this information to the Community Board, the Pain Farm fund would pay half the total cost. Liaise with the lessee of Pain Farm to ensure that the previously agreed funding arrangement for fertilizer is intact and agree a suitable time for applying the fertiliser. (Moved Guscott / Seconded Gibbs) Carried	Actioned	29/2 Super 10 10K was despatched and spread in the last few weeks by Tait & MacKenzie Carriers Ltd. The spread was the recommended amount and quality given by Balance Agri-Nutrients. This was organised by the lessee.
1153	MCB	30-Jan-12	Resolution	Paul	MCB2012/9	MCB RESOLVED (MCB 2012/09) to grant Victim Support the sum of \$500 for continued services in the South Wairarapa. (Moved Guscott/ Seconded McMaster) Carried	Actioned	Invoice received, will be paid on the 20 March
1	MCB	30-Jan-12	Action	Mark		Apply antislip paint to the Martinborough Pool paddling pool as there have been a number of falls. Place a sign in the vicinity warning people of the danger	Actioned	3/2 Emptied paddling pool put danger keep out signs up and a new non slip surface will be complete weather permitting by 20th Feb and pool will be

Ref #	Meeting	Date	Action Type	Responsible Manager	Resolution Number	Action or Task details	Status	
								refilled.
2	MCB	30-Jan-12	Action	Mark		Determine when repairs will be made on the Pain Farm road side fence	Actioned	7/2 Mike Moran has organised to have fence repaired and the repairs will be done when that person is back from holiday.

**Martinborough Community Board**  
**Income & Expenditure to 31 January 2012**

	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12
<b>INCOME</b>							
Balance 1 July 2011	32,210.78	32,210.78	32,210.78	32,210.78	32,210.78	32,210.78	32,210.78
Annual Plan 2011/12	20,930.00	20,930.00	20,930.00	20,930.00	20,930.00	20,930.00	20,930.00
<b>TOTAL INCOME</b>	<b>53,140.78</b>	<b>53,140.78</b>	<b>53,140.78</b>	<b>53,140.78</b>	<b>53,140.78</b>	<b>53,140.78</b>	<b>53,140.78</b>
<b>EXPENDITURE</b>							
Members' Salaries	673.50	1,366.64	2,049.96	3,243.70	4,093.88	4,944.06	5,794.24
Members' Expenses	-						
<b>Total Personnel Costs</b>	<b>673.50</b>	<b>1,366.64</b>	<b>2,049.96</b>	<b>3,243.70</b>	<b>4,093.88</b>	<b>4,944.06</b>	<b>5,794.24</b>
Technology Solutions - Laptop Mba Library		2,064.00	2,064.00	2,064.00	2,064.00	2,064.00	2,064.00
Travel Exps Community Board Conference			613.20	613.20	613.20	613.20	613.20
Mitre 10 - Plywood				347.83	347.83	347.83	347.83
Mitre 10 - Mural - yellow,white,blue					35.42	35.42	35.42
Local Government - Community Board Levy					166.67	166.67	166.67
Hart Sport - Kickboards						431.30	431.30
<b>Total General Expenses</b>	<b>-</b>	<b>2,064.00</b>	<b>2,677.20</b>	<b>3,025.03</b>	<b>3,227.12</b>	<b>3,658.42</b>	<b>3,658.42</b>
Mba Community Gym			1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Mba Community Patrol				500.00	500.00	500.00	500.00
Fireworks				188.21	188.21	188.21	188.21
<b>Total Grants</b>	<b>-</b>	<b>-</b>	<b>1,000.00</b>	<b>1,688.21</b>	<b>1,688.21</b>	<b>1,688.21</b>	<b>1,688.21</b>
<b>TOTAL EXPENDITURE</b>	<b>673.50</b>	<b>3,430.64</b>	<b>5,727.16</b>	<b>7,956.94</b>	<b>9,009.21</b>	<b>10,290.69</b>	<b>11,140.87</b>
<b>ACTUAL NET SURPLUS/(DEFICIT) YEAR TO DATE</b>	<b>52,467.28</b>	<b>49,710.14</b>	<b>47,413.62</b>	<b>45,183.84</b>	<b>44,131.57</b>	<b>42,850.09</b>	<b>41,999.91</b>
<b>LESS: COMMITMENTS</b>							
Salaries to 30 June 2012	9,890.50	9,197.36	8,514.04	7,320.30	6,470.12	5,619.94	4,769.76
Funds for walkway			5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
<b>Total Commitments</b>	<b>9,890.50</b>	<b>9,197.36</b>	<b>13,514.04</b>	<b>12,320.30</b>	<b>11,470.12</b>	<b>10,619.94</b>	<b>9,769.76</b>
<b>BALANCE TO CARRY FORWARD</b>	<b>42,576.78</b>	<b>40,512.78</b>	<b>33,899.58</b>	<b>32,863.54</b>	<b>32,661.45</b>	<b>32,230.15</b>	<b>32,230.15</b>

# MARTINBOROUGH COMMUNITY BOARD

12 MARCH 2012

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## AGENDA ITEM 5.1

### OFFICER'S REPORT

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#### **Purpose of Report**

To update members on the Corporate Support, Infrastructure and Services and Planning and Environment Group activities.

#### **Recommendations**

Officers recommend that the Community Board/Committee:

1. *Receive the information.*

## CORPORATE SUPPORT GROUP

### 1. Executive Summary

Since the last report the LTP has dominated proceedings – so in terms of words – not many - but lots going on including all the public meetings and workshops.

Apart from the LTP, the other key matter for this year is the replacement of the computer operating system. A (Request for Proposal) RFP is due to go out this week to a selected group of three vendors in accordance with Councils purchasing policy.

The final project for the near future will be the analysis and replacement of our photocopier fleet.

### 2. Discussion

#### 2.1 LTP

The LTP is moving forward as planned and there are no anticipated issues that would hinder meeting the statutory deadline of 30 June, with the target adoption date of 27 June.

The series of targeted consultation meetings has been completed and a number of themes have come out of these. The output of these meeting will be discussed further and incorporated into the LTP where able



## 2.2 Operating system replacement

As you are aware, the current ACS local authority software suite has been phased out by the new owners and in terms of council policy a closed RFP will be carried out.

The RFP will really only cover replacement of the existing software suite – it is not anticipated any additional functionality will be purchased. It is not anticipated a document management system will be included as part of this purchase, but compatibility with document management systems will be a criteria of the RFP (in reality these days, all systems have the ability to interface with other systems).

Limited guidance from Splice Group has been sought, however it is anticipated we will not require much in the way of external assistance. Splice Group were recommended by MDC and have experience in this area.

The following table outlines the broad timetable:

Description	Duration	Timeframe – no later than
RFP Preparation	5 weeks	27 February 2012
RFP Response time	4 weeks	23 March 2012
RFP Evaluation	1 week	30 March 2012
Shortlist – 2 Suppliers		30 March 2012
Product demonstrations and site visits	2 weeks	18 April 2012
Decision – recommendation to Council		4 May 2012 (For 16 May Council Meeting)
Implementation	?	To be decided

## 2.3 Rate Arrears

Efforts continue on rate arrears. We are not able to generate a usable report until after the instalment is due.

I have been in discussion with MDC over collection procedures and while we are generally following the same procedures, we may need to take a stricter line in how we follow the arrears up. That said it has taken many years of consistent pressure by MDC to achieve their low level of arrears.

## 2.4 Financial Statements for the six months ended 31 December, and seven months ended 31 January 2012

The financial statements for the six months ended 31 December are presented for the record, no analysis has been carried out on these statements.

The financial statement for the seven months ended 31 January will be tabled with full analysis, following discussion with the risk and audit working party.

## **2.5 Photocopier Leases**

A number of the leases for the large photocopiers have run out and an analysis of new requirements will be carried out.

We are now able to utilise the all of government GSB contracts which should generate some savings.

Contact Officer: Paul Crimp, Group Manager Corporate Support

# **INFRASTRUCTURE AND SERVICES GROUP**

## **1. Executive Summary**

### **1.1 Consents**

Consent management work continues to bring a focus to what needs to be achieved during the coming year particularly in regard to Councils water race systems. A further meeting was held ahead of Christmas with steering group members and interested parties where information was provided in regard of land treatment and progress achieved at date with the various consent renewals.

Delays continue to be experienced with lodgement for the Greytown WWTP.

Preliminary documentation has been lodged with the Regional Council for the AEE Application required for the Martinborough WWTP consent renewal.

### **1.2 Facilities and Utilities contract renewal**

Work is continuing on the development of the new contracts for the Facilities management and utilities contracts for council. Following the in-house workshop and more detailed discussions the current contract with Transfield will be tendered in a new format. The key changes are;

- Current contract split into two contracts, being Utilities and Facilities Management (FM).
- The Facilities Management will be inclusive of buildings (not currently covered) as well as Open spaces, pools, playgrounds and other areas currently covered under the current specification.
- An Expression of interest (EOI) and Request for price (RFP) process will be followed with a recommendation to council to be accepted at the August meeting and contract initialisation in September.

### **1.3 New Zealand Transport land transport plan (NZTA LTP)**

The draft NZTA LTP has been submitted and an audit review undertaken. This plan covers the next 3 years expenditure and is a rolling program which allows for funds to be moved between years. This is the final year of the last 3 year program and the new LTP includes the return of \$730,000 for the 2010/12 period. This has resulted from unfunded subsidies and special purpose road funds unspent.

### **1.4 GIS Shared service**

The regional GIS project is well underway. There have been delays with the full adoption by SWDC due to the accessibility of the ACS data and incorporation into the system. GIS is a valued tool in data management and underutilized both regionally and internally.

As this project develops linkages will progress to incorporate various sources of data available; e.g. RAMM, Water races and maintenance costs. The system will then provide a strong base for optimum decision making and ease of communication as well as a source of public assed information.

### **1.5 Civil Defence Emergency management**

The shared service is still developing both area wide and regionally. Recent drive-overs have been done reviewing Tsunami signage and locations of safe havens. The Regional structure is still being reviewed and implemented which will affect the final area (Masterton, Carterton and South Wairarapa) structure and roles.

### **1.6 Rural Fire**

The service for rural fire has been delivered through the Wairarapa Rural Fire and has dealt with recent incidents independent of councils command and control. These incidents have been anecdotally seen to have been successful.

### **1.7 Asset Management Planning**

The recent rewrite of the 3 major APM's (Water, Waste water and roads) has been completed in draft with the first sent to Audit New Zealand on January 30.

A new set of spread sheets are being developed to assist in the long term modelling of all of councils assets allowing

The modelling module can be linked to other systems or it can act as a stand-alone generic financial modeller. That is it can be used in conjunction with any other system or source of asset condition information to produce financial forecast outcomes.

In broad terms the Moloney financial modelling package is a network-based system that has two separate modelling paths, both of which commence with the present condition distribution of the asset set. One path predicts the capital renewal expenditure requirement necessary to maintain the asset set within a selected condition. The other predicts future asset condition based on a proposed capital renewal expenditure profile.

This will allow council to view all its assets together with the renewal and maintenance costs as a combined group. The input of data will continue and be reviewed over the next 3 months.

## **2. Utilities**

### **2.1 Wastewater**

#### **2.1.1. Operations**

Wastewater treatment plants operated routinely over the period. Normal monitoring for flow and compliance reporting continued throughout the period with no non-compliance issues reported.

There were 6 pipeline blockages were reported and rectified during the period.

#### **2.1.2. Capital**

Planning processes, development of resource consent applications and the delivery of new infrastructure continued across Council's wastewater treatment sites.

- Greytown Wastewater Treatment Plant. The affected party consultation process is almost complete. Delays however due to concept refinement and technical agreement in regard to long term river discharge continue to occur pushing back the timeline for application lodgment to April 2012. Pre-circulation of the draft AEE to interested and affected parties is planned ahead of application lodgment.
- Martinborough Wastewater Treatment Plant (consent variation works). Previously reported that all physical works as required via the variation are complete. The variation also required that the Preliminary and Draft AEE for the new consent application be submitted by 10<sup>th</sup> January 2012. This was achieved although not as complete even in draft form as was anticipated. It is expected further consultation will occur with the consenting authority and affected parties prior to full lodgment in April 2012.
- Featherston Wastewater Treatment Plant. The UV plant was commissioned prior to Christmas (the provision of this was a condition of the consent variation approved in 2010). Early results are promising with good reductions in pathogen counts being recorded.
- Efforts to prepare a draft AEE by no later than 25 February 2012, being six months ahead of the consent expiry date with the full AEE and application to be submitted by 1 June 2012 were being applied however due to resourcing issues over the holiday period it will now not be possible to meet this timeline. Council must however have a final AEE submitted by no later than June 01 2012. It is proposed where appropriate to deliver a similar level of reporting for the draft AEE to that proposed for the Martinborough site.
- The FWT trial continues after some further modifications aimed to minimise short circuiting and achieve maximum benefit from the floating mats.

## **2.2 Water Supply**

### **2.2.1. Operations**

A graph of water consumption is attached; it indicates typical use for the time of year and season however it is noted that consumption in Greytown increased markedly ahead of Christmas. Leak detection observation in the New Year was unable to establish significant leakage in the urban reticulation systems.

No non-compliance exceedances were reported during the period.

### **2.2.2 Pirinoa Water Supply**

A meeting took place with users of the Pirinoa Water Supply over the holiday period.

This supply is not owned by Council and is operated by a user representative resident at Pirinoa. Council provides monitoring services and covers maintenance costs for the system. An annual charge is applied to all users of the service to cover these costs.

It is apparent that the supply is stretched to its capacity limits from time to time by non- domestic use (Public Hall functions) and consideration should be given to providing more treated tanked water storage(an additional 22,500 litres) as a first step.

For some time officers have felt that the local maintenance responsibility(filter maintenance and back washing) should be undertaken by others to ensure quality and compliance of supply e.g. There were two detected exceedances (E Coli 1) in 2011 where the District Health Board had to be notified.

The Pirinoa School is connected to the supply and as such some weight ought to be given to ensuring that the appropriate systems and resources are in place to adequately reduce the risk of producing unacceptable drinking water.

In regard of any supply upgrade Council might like to consider whether or it will assist with or cover the funding of additional storage (expected to be around \$5000 complete).

## **2.3 Water Races**

Water races operated normally during the period.

Further consultation with water race users will be commenced with public meeting (s) scheduled in the next month ahead of the adoption of a new draft bylaw (subject to a full round of public consultation as required by the Local Government Act).

## **2.4 Waste Management**

### **2.4.1. Operations**

Services are being delivered as normal with some changes planned to be made to collection routine in the Greytown business area.

The two extra collections planned for the coastal areas over the holiday were implemented. Bylaws officer reported that heavy loads were experienced in the coastal public areas over the Christmas /New Year period.

Waste export and recycling tonnage data for the period is attached.

### **2.4.2. Consents**

The operative consent for the Martinborough Transfer Station which includes management of the closed landfill site was lodged before Christmas. Council has been asked for further information in regard of landfill closure management planning and green-waste covering procedures. These questions are being addressed with staff assistance by our consultant planner, Opus International Consultants.

## **3. Roothing**

### **3.1 Roothing Maintenance by Oldfields**

The effectiveness of routine grading is restricted by generally dry conditions, but that said, we had sufficient rain in early January to cause slips and flooding.

In addition to routine grading, Oldfields have been repairing potholes and signs and painting sight rails and posts.

The heavy rain in early January was wide spread through the south and east of the district and caused slips on Cape Palliser Rd, White Rock Rd, Haurangi Rd, Tora Te Awaiti Rds and Pahaoa.

Clearing slips and culverts took two weeks.

Oldfields are now engaged on pavement repairs and berm mowing. Some berms were missed in early December and a complete recut is scheduled for February as grass growth has continued.

### **3.2 Shape Correction Contract – Fulton Hogan**

Two thirds of the way through. Target completion date in four weeks. White Rock Road, Stages 1 and 2 complete. Lake Ferry Road, Stages 3 to 5 in progress.

### **3.3 Update on HPMV progress**

Opus is assessing SH53 for an HPMV route and the benefit cost ratios for that. If this is positive then an assessment will be done on Kahutara Road.

## **4. Parks and Reserves**

### **4.1 Street Cleaning**

Street cleaning needs further attention by Transfield. Kerb and channel cleaning and removing debris from sump grates contribute to the poor performance of the stormwater during heavy rain. Quarterly cleaning of all kerb and channel in the three towns is scheduled to start in the first week of February.

### **4.2 Maintenance**

Routine maintenance of parks and reserves is generally satisfactory with Transfield making an extra effort with the Greytown cricket pitch.

## **5. Property and Facilities**

### **5.1 Properties**

- 24 hour toilet in Featherston is closed due to a fire.
- Featherston Play Centres lease was not renewed and they have moved out of the Anzac Hall and keys returned.

### **5.2 Pensioner Housing**

There are 2 flats (bedsits) vacant in the Burling Flats, Featherston. Remaining flats all tenanted. Burling flats 2 and 8 are leaking again. New roofing is needed particularly on Units 1 & 2 and Units 7 & 8.

### **5.3 Swimming Pools**

Featherston Pool has issue with new concrete division wall. The glass beading to stop skidding has not worked so a thin layer of sand is going on to roughen the surface up. Featherston had a break-in where money was taken and the first aid kit.

### **5.4 Leases and Licenses**

A few renewals accepted for leases and licenses which were due to run out 31 January 2012.

## **6. Libraries**

Refer Appendix 1 for statistics on all libraries:

- Issues
- Transactions
- New Borrowers
- Wifi Internet Usage
- Summer Reading Programme
- Door Count



## **7. Appendices**

Appendix 1 – Library Statistics

Appendix 2 – Monthly Water Usage

Appendix 3 – Waste Exported to Bonny Glen Including Recycling

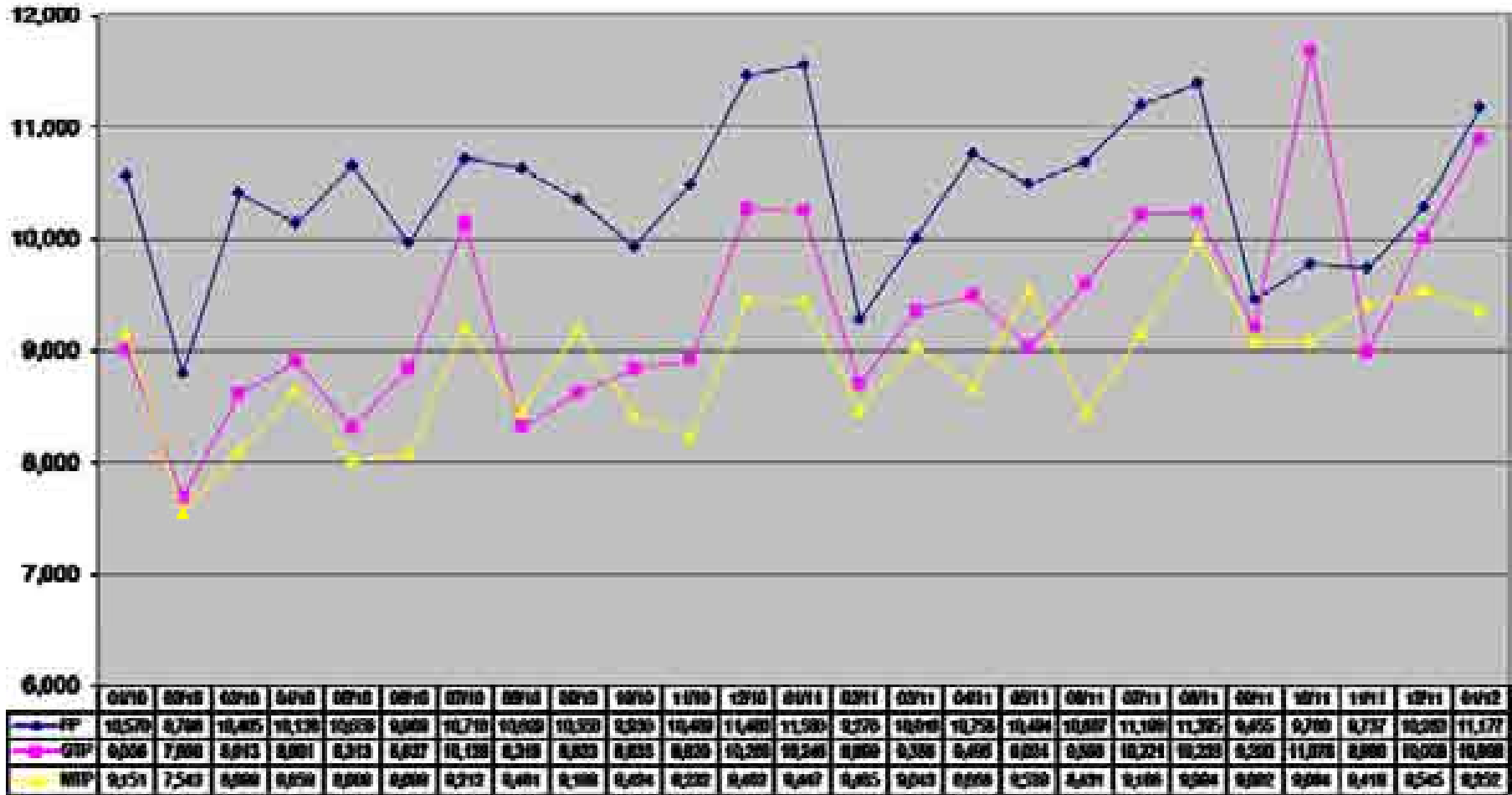
Contact Officer: Mark Allingham, Group Manager Infrastructure and Services

# **Appendix 1 – Library Statistics**

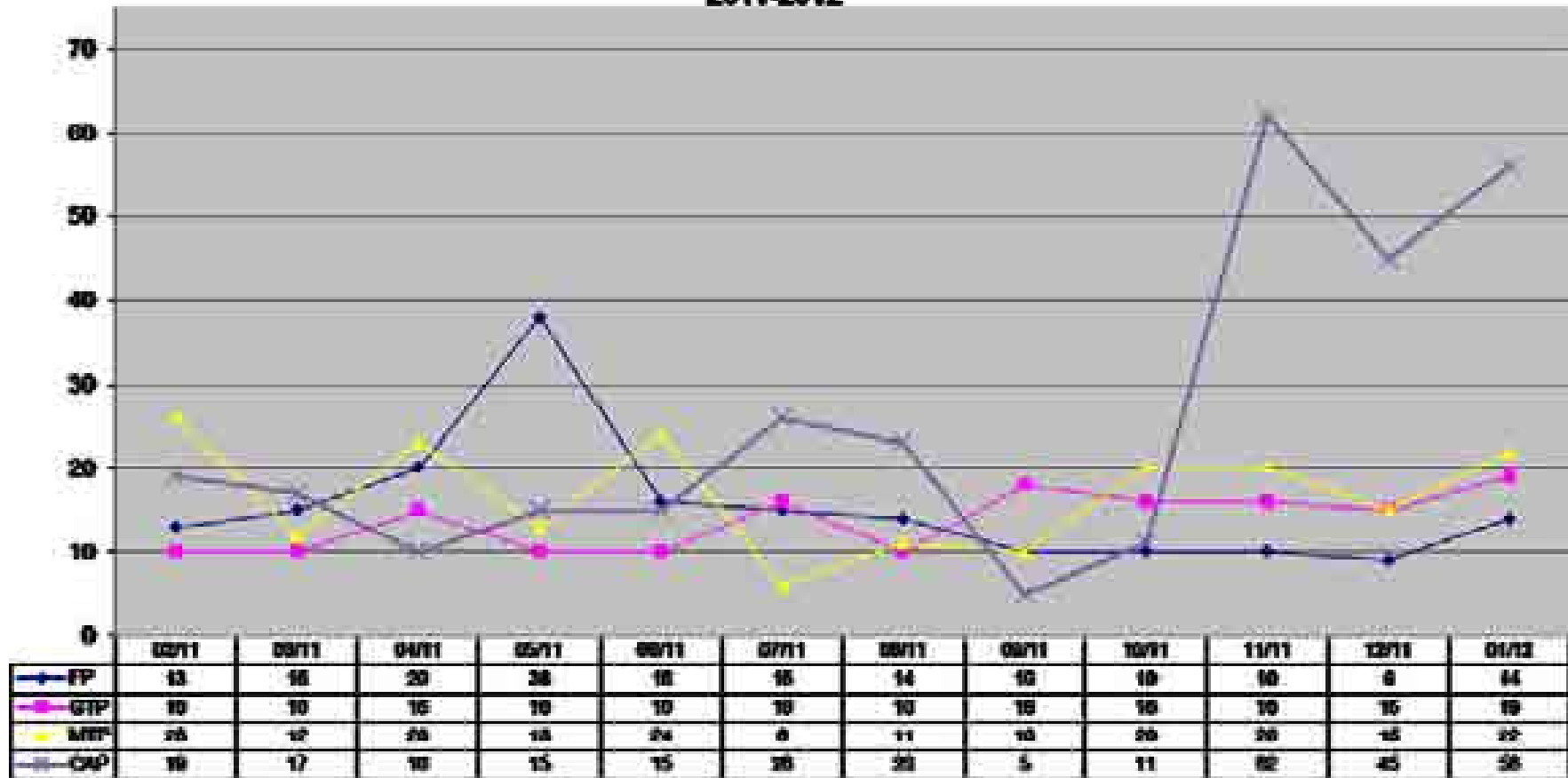
**Issues: Featherston, Greytown and Martinborough Libraries: 2010-2012**



**Transactions (excluding Council functions) for Featherston, Greytown and Martinborough Libraries : 2010-2012**

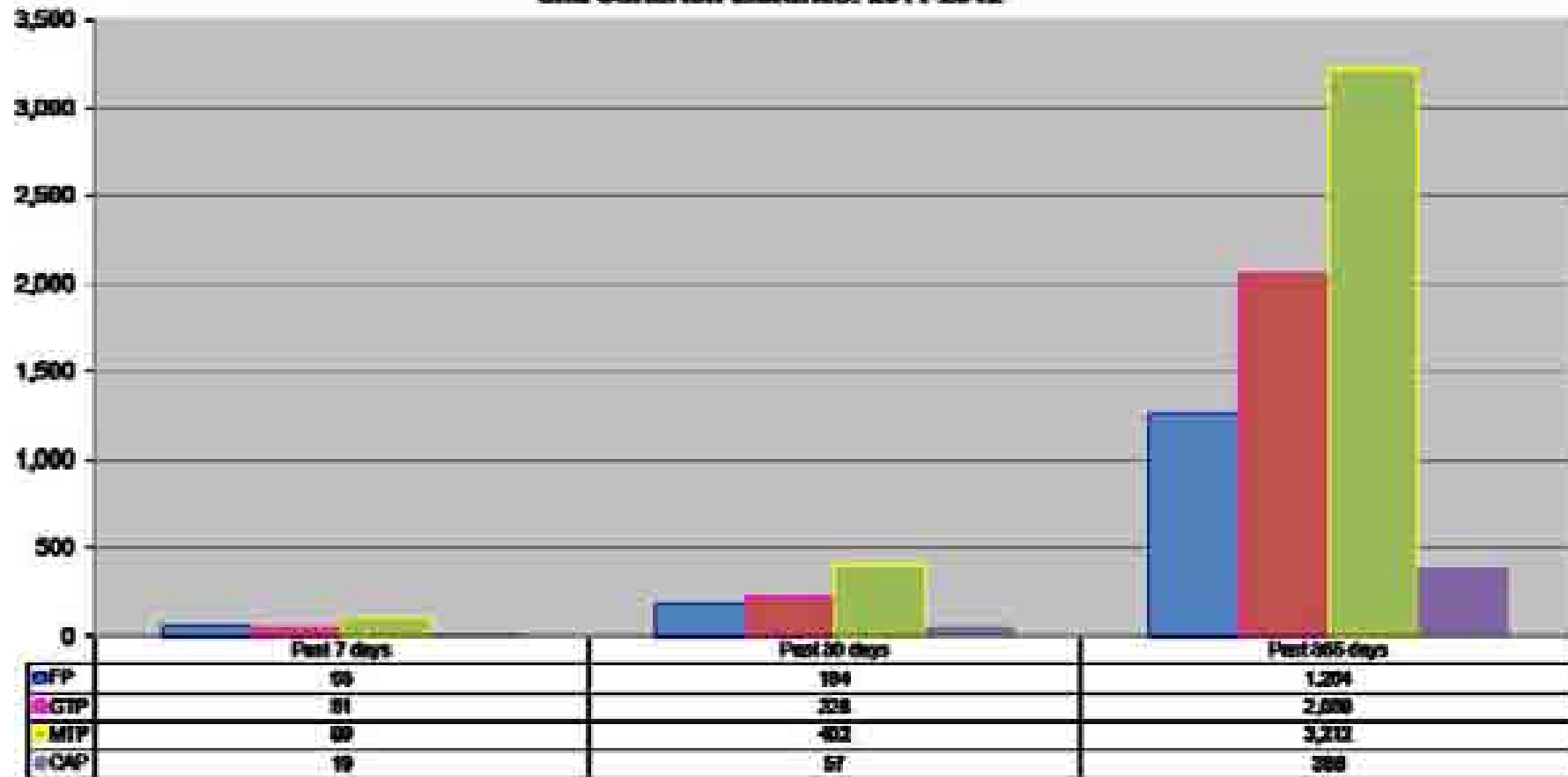


**New Borrowers added to Featherston, Greytown, Martinborough and Carterton Libraries  
2011-2012**



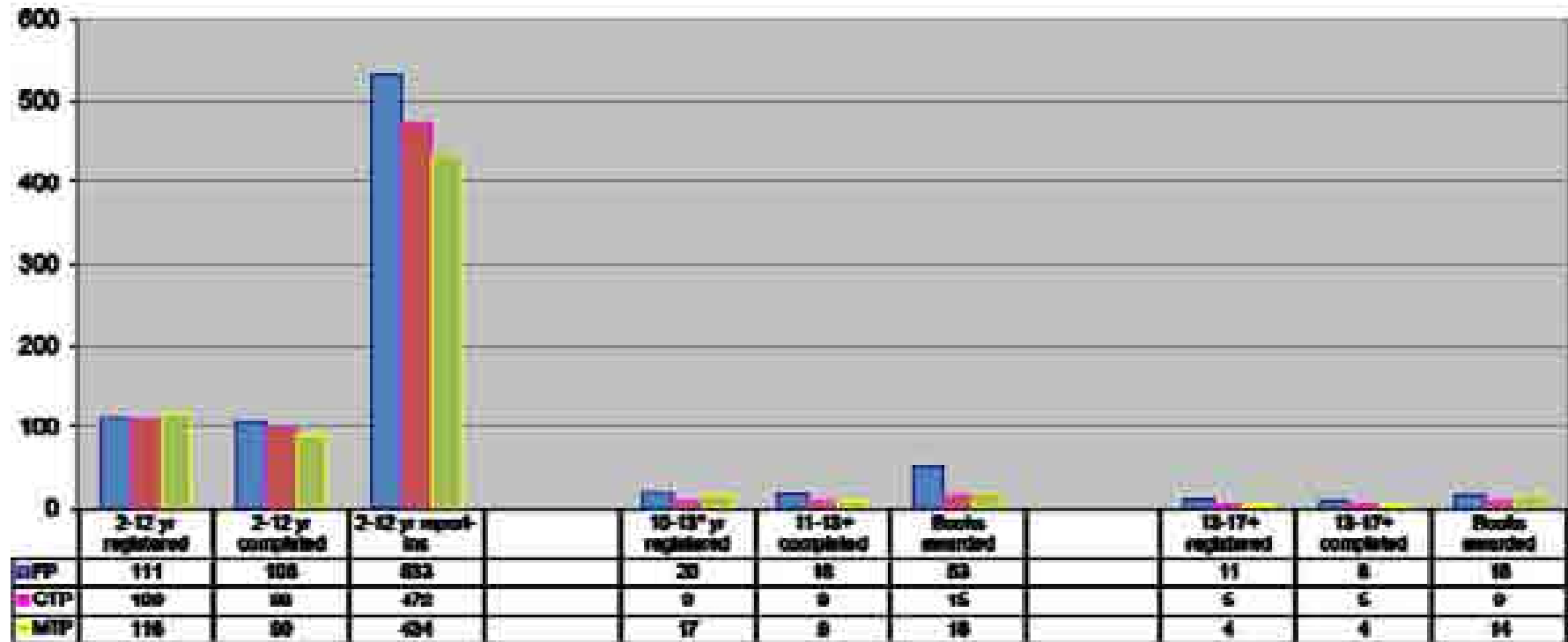
NB: Carterton Library has been included as the statistics surrounding the opening of the Events Centre may be of interest.

**Wifi internet usage at Featherston, Greytown, Martinborough  
and Carterton Libraries: 2011-2012**



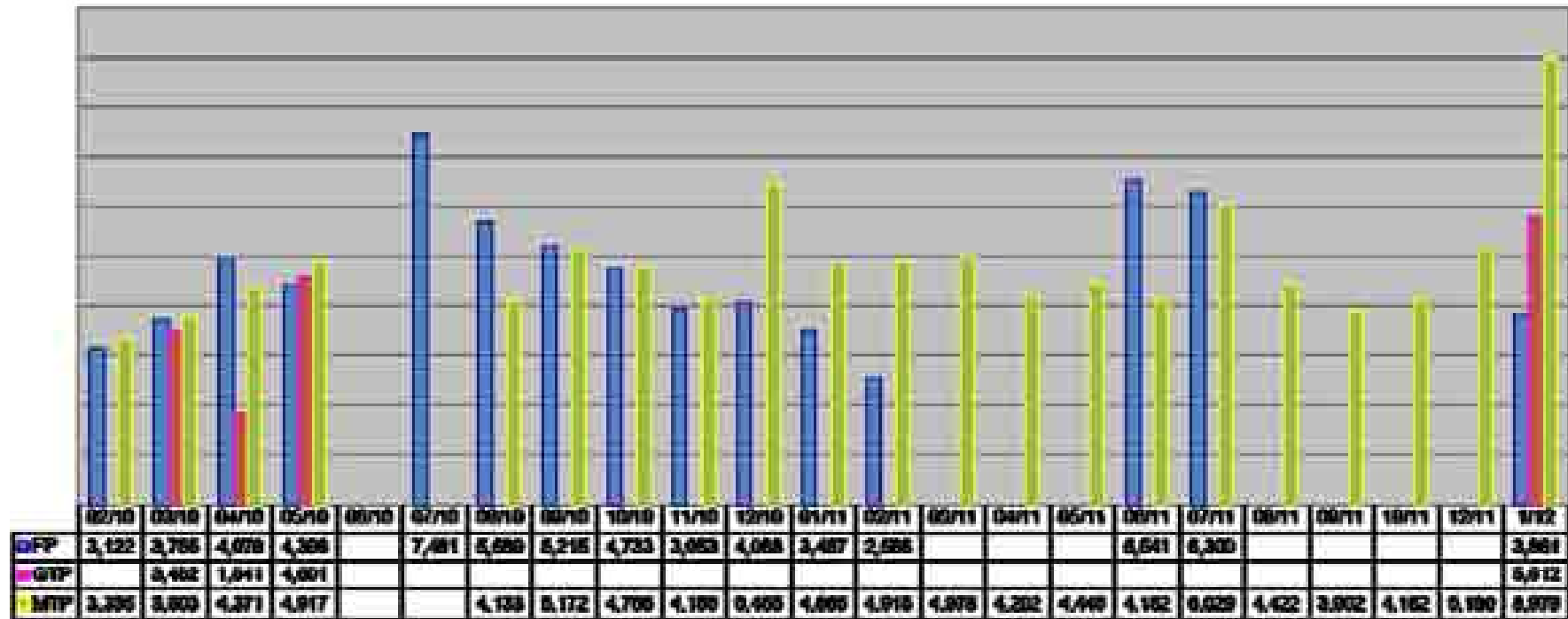
Note: Wifi usage statistics are provided by Aotearoa People's Network Kaharoa. APNK provide the public access computers available in WLS libraries free of charge to the public. Statistics for PC use are not available due to APNK technical difficulties, however these Wifi statistics show that Book issue statistics give only a partial picture of the overall library usage. Martinborough Library statistics consists of local and tourist usage, but observation within the library indicates a high percentage of that usage comes from tourists. (Carterton has been included to indicate Events Centre usage.)

**'Be a legend Read! Summer Reading Programme  
Featherston, Greytown, Martinborough libraries**



Thanks to the Eastern & Central Community Trust who organise and fund the Summer Reading Programme a total of 346 children completed the programme. The statistics show individual library numbers of registrations and completions together with the amount of Report-ins with the librarians. Children in the main programme (2-12yr) can report in as many times as they like but are required to report-in 4 times with a librarian before being invited to the finale. The first four report-ins are rewarded with a prize and the finale is a culmination of the reading programme. The two older categories are rewarded with books. (Thanks also go to Ross Miller (Hodder Books) and Keith Bitchiner (Random Books) for their kind donation of book prizes.)

**Door count, Featherston, Greytown, Martinborough libraries  
(no count = battery failure or human error)**

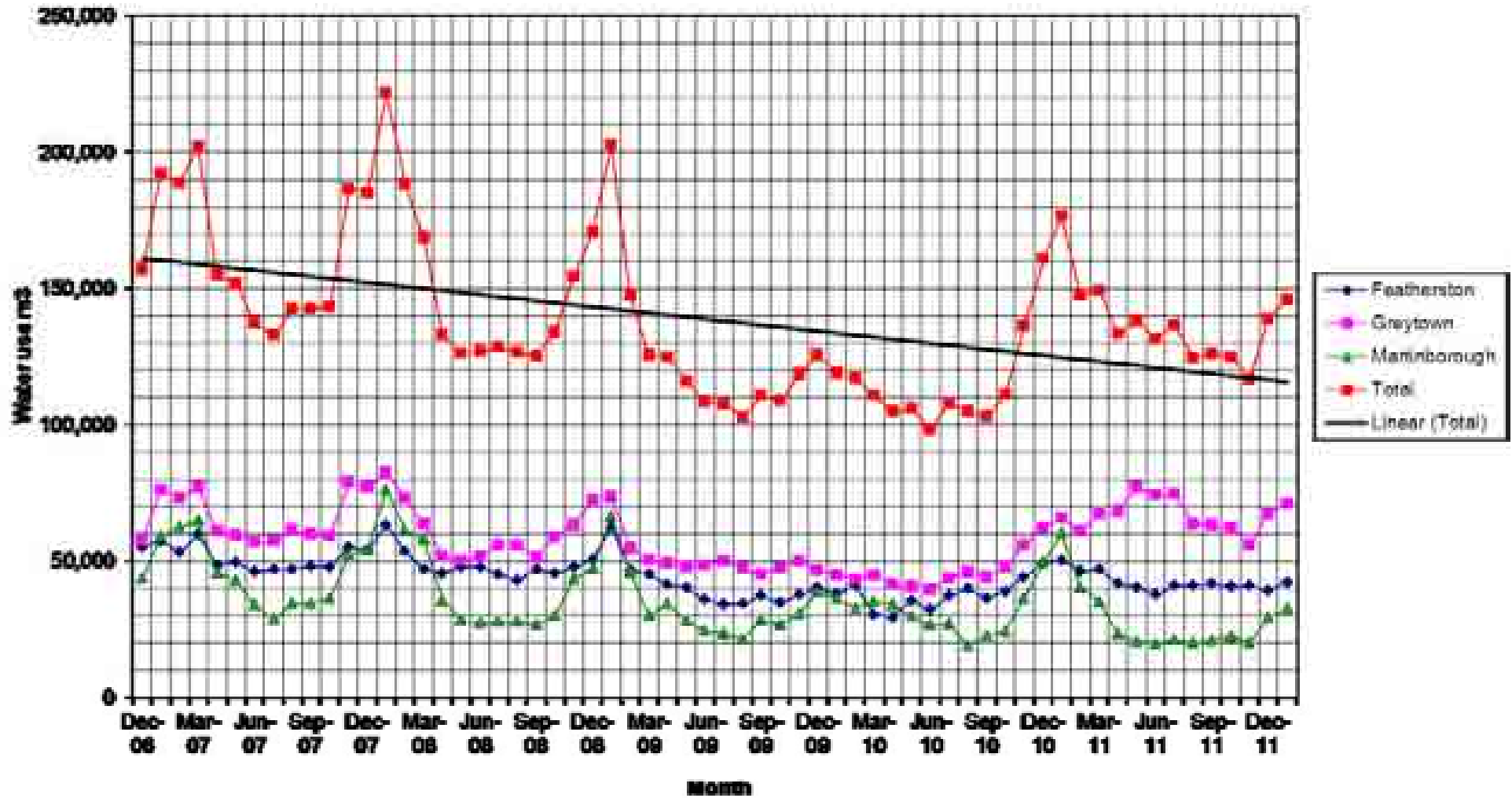


Door count statistics were erratic in 2011. The Greytown counter had been mis-sited and was re-sited more appropriately towards the end of 2011. The Featherston counter had some technical difficulties during the year as well. All problems have now been resolved and future door counts should be regular.



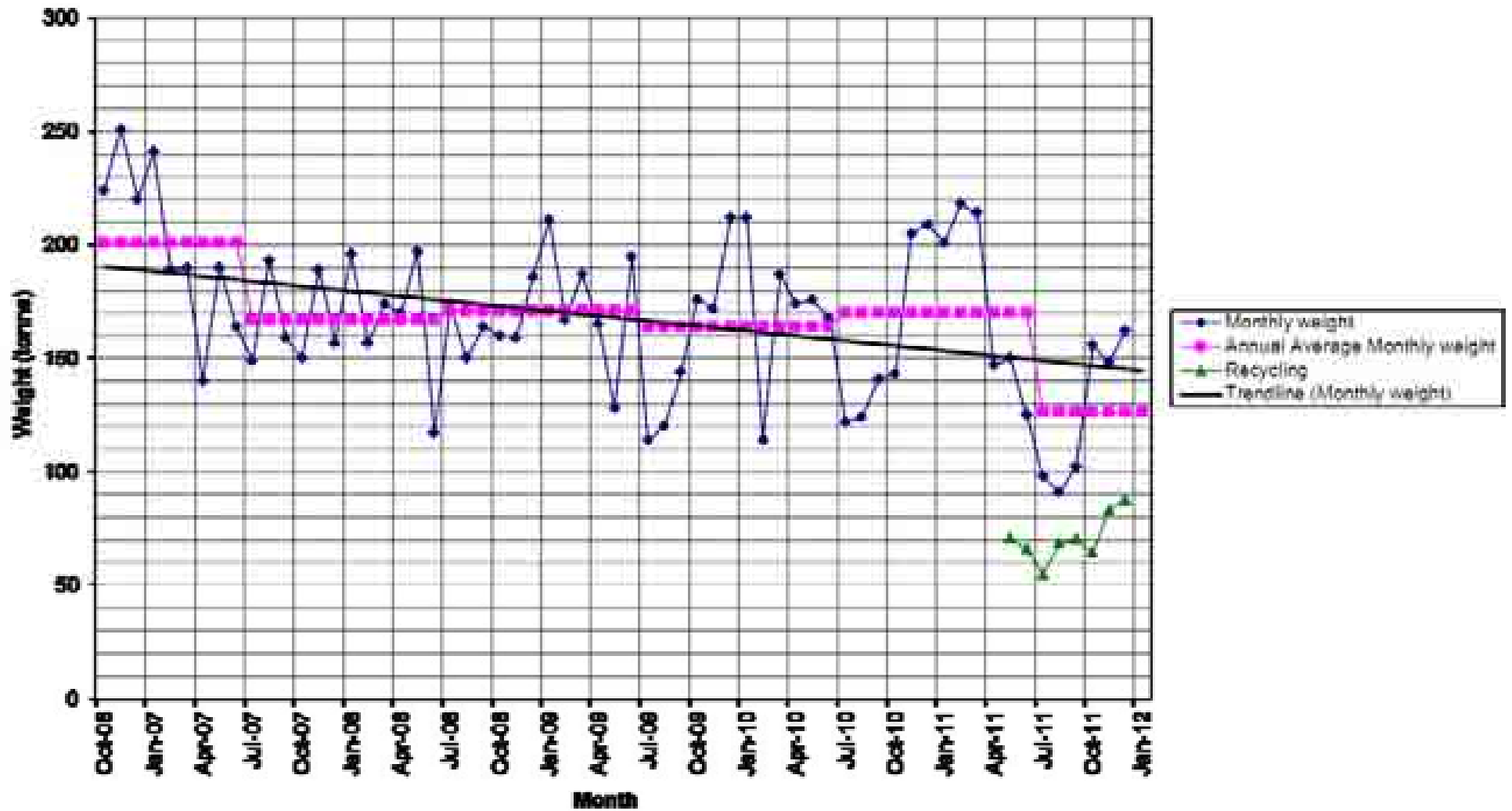
## **Appendix 2 – Water Usage**

### Water use South Wairarapa District Council



# **Appendix 3 – Waste Exported to Bonny Glenn Including Recycling**

**Monthly weight of waste transferred from Martinborough transfer station to Bonny Glen**



# PLANNING AND ENVIRONMENT GROUP

## 1. Planning

### 1.1 Resource Consents

Officers received 17 consent applications since 1 December 2011. Eleven consents were approved since 1 December (three of which were received in October and November) all within the statutory timeframes. Officers now provide detailed fortnightly updates on all consents direct to Councillors and Community Board members, so consent details are not listed here.

### 1.2 Music events

#### 1.2.1 *La De Da*

The La De Da music festival was granted Resource Consent (RC 3932) and was held on 30 December 2011 – 1 January 2012 at Daisy Bank Farm. In accordance with the resource consent issued for this event, Council officers will be conducting a debrief meeting with festival organisers in March 2012 to discuss how everything went in terms of the conditions of consent. Post-event investigations indicate the event was successful and compliant with the terms of the consent.

#### 1.2.2 *Tora! Tora! Tora! Music festival*

Recently it came to the Planning Department's attention that a small music festival was organised for the Tora coastal area on 4-6 February 2012. The festival, called "Tora! Tora! Tora!", was held on private land and attracted up to 200 attendees. The organisers were not aware that resource consent and camping licences were required at the time, and there was insufficient time to issue them anyway. Therefore, for this year's event the Council and the festival organisers came to an agreement about covering the main issues of water, fire, emergency management, health (including toilets and hygiene) and noise management. The organisers are required to consult with Council to address these and any related issues at least 3 months before any future event.

#### 1.2.3 *Forest and Bird 2012*

Another small music festival (not to exceed 1000 people) is proposed to be held on 10 March 2012 on private land on Western Lake Road, Featherston. The Planning Department and the Environmental Health Department have worked closely with the organisers to address water, fire, emergency management, health (including toilets and hygiene) and noise management. A Resource Consent application (RC 3970) has been submitted and is currently being assessed.

### 1.3 Trust House/Featherston Supermarket Application

Further submissions on the Trust House/Featherston Supermarket application closed on 8 February 2012. There are still submissions opposing the application so a hearing is likely and will be in approximately a month's time.

## 1.4 Policy

### 1.4.1 Lake Domain Development Plan

The Lake Domain Draft Development Plan is out for public consultation and submissions close on 17 February 2012.

## 1.5 Enforcement

### 1.5.1 Breach of RMA

A free range egg farm in Martinborough is in breach of its resource consent for failing to complete all resource consent conditions, including failing to operate according to an audited Risk Management Plan. Council officers visited the site in January 2012 and subsequently notified the SPCA for animal welfare concerns. The farm appeared to have been abandoned as there was no food, hen houses had not been cleaned in months, chickens were fending for themselves and dozens of carcasses littered the site. The owner has been asked to surrender the resource consent, and has recently cleaned up the carcasses. Officers will ensure the owner cleans the site to the Environmental Health team's satisfaction.

## 2. Building

### 2.1 Building consents

Processing statistics for: 1 December 2012 – 31 December 2012

Item	Period	Year to date	Same period last year	Annual Plan
Consents received	24	324	24	N/A
Consent processing performance (within 20wd's)	100%	99.69%	95.65%	90%
COA processing performance	0%	70%	100%	N/A
CCC processing performance	100%	98.39%	95.83%	100%

COA - Certificate of Acceptance

CCC - Code Compliance Certificate

Building consent numbers from 1 July 2012 to 9 February 2012 show as 174. For the same period the year before the number was 203.

### Consents granted by project

Code	Type	Avg. Duration (Days)	No. of consents	Value
AA	Internal Alterations	10.0	1	11,500
AD	Single Story Brick Veneer with P&D	18.0	1	90,000
AF	Single Story Weatherboard with P&D	15.0	1	130,000
CE	Minor Commercial Work – no P/D	17.0	1	40,000

Code	Type	Avg. Duration (Days)	No. of consents	Value
CL	Commercial/Industrial \$500,001 - \$1,000,000	14.5	2	1,900,000
MA	Solid Fuel Heater	5.8	5	19,528
MG	Private Marquee > 100sqm	1.0	1	850
MJ	Swimming/Spa Pools	10.5	2	13,600
NC	Single Story Weatherboard Urban	16	1	218,000
ND	Single Story Weatherboard Rural	7	1	225,000
NQ	Single Story Weatherboard Rural detached garage	6	1	70,000
NV	Multi Story Weatherboard Urban detached Garage	12.0	1	290,000
RB	Relocated Residential Dwelling - Rural	41.0	1	75,000
SB	Decks/Conservatories etc	14.0	3	53,000
SC	Minor Farm Buildings	10.5	2	28,800
SD	Large Farm Buildings	8.0	1	75,021
SF	Proprietary Garages Standard	7.0	1	18,000
SI	Proprietary Garages & sleepout - inc P/D	18.0	1	50,000
SJ	Garages, Custom Design	12.0	2	28,500
		12.0	29	3,336,799

#### Processing statistics for: 1 January 2012 – 31 January 2012

Item	Period	Year to date	Same period last year	Annual Plan
Consents received	20	326	18	N/A
Consent processing performance (within 20wd's)	100%	99.68%	100%	90%
COA processing performance	0%	70%	0%	N/A
CCC processing performance	100%	98.38%	100%	100%

COA - Certificate of Acceptance

CCC - Code Compliance Certificate

Building consent numbers from 1 July 2012 to 9 February 2012 show as 174. For the same period the year before the number was 203.

#### Consents granted by project

Code	Type	Avg. Duration (Days)	No. of consents	Value
AA	Internal Alterations	3.0	2	8,000
AB	Internal Alterations with P&D	1.0	1	15,000
MA	Solid Fuel Heater	6.0	1	3,500

Code	Type	Avg. Duration (Days)	No. of consents	Value
MD	Drainage Work – New Effluent Systems	12.0	1	15,000
NA	Single Story Brick Veneer Urban	14.0	1	250,000
NC	Single Story Weatherboard Urban	13.5	2	783,000
NE	Single Story Stucco/Texture Coat etc – Urban	2.0	1	150,000
NF	Single Story Stucco/Texture Coat etc – Rural	7.0	1	490,000
NL	Multi Story Stucco/Texture Coat etc – Rural	9.0	1	570,000
RA	Relocated Residential Dwelling - Urban	1.0	1	19,500
SC	Minor Farm Buildings	3.7	3	58,568
		6.0	15	2,362,568

## 2.2 Enforcement

### 2.2.1 Dangerous Buildings

#### Cape Palliser Road, Whatarangi

The buildings at Cape Palliser continue to be monitored. The demolition of another dwelling is due to be completed by the end of February.

## 2.3 Policy

None to report.

## 2.4 Other matters

### 2.4.1 Accreditation

The building department has just had their two yearly audit completed by IANZ (International Accreditation NZ) for their policies and procedures. An excellent result was achieved in that only 1 Corrective Action Request (CAR) was made by IANZ. It is worth noting that the two previous audits identified 7 and 10 CAR's. The IANZ auditors were very impressed with the building department's procedures and also the implementation of these procedures. The documented response sent to IANZ has been cleared even though the BCA had until 4 May 2012 to complete this. The Building Control Authority of the South Wairarapa District Council now fully complies with the Building (Accreditation of building consent authorities) Regulations 2006.

## 3. Environmental Health

### 3.1 Liquor licencing

28 Liquor licences were issued during December and 10 during January.



### **3.2 LA De Da concert Martinborough**

Council staff actively monitored the stringent liquor licence conditions imposed. Adverse weather conditions made some of the compliance monitoring difficult because of access to the site.

This year a Liquor Ban area was in place for the immediate environs around the event and Pirinoa Road and the Martinborough square. Due to adverse weather conditions there were some problems with enforcing the liquor ban in the Dry River Road. Festival patron's cars were allowed to park on the roadside because the site was inaccessible to vehicles. This has been identified as a problem that will need to be addressed for any future events.

### **3.3 Food Bill Update**

There is no change to the status of the new Food Bill. It has been through the select committee and MAF is hopeful that it will be passed in June 2012. Implementation would be six months later with a two year phase in period. As indicated in previous reports this mean a significant allocation of staff resources over this year and next year.

### **3.4 Martinborough Fair**

All participating food operators at Martinborough Fair were inspected as usual during the February Fair. In general terms there was good compliance.

### **3.5 Noise Control**

Council has continued with its zero tolerance policy for after hours noise complaints. This means that if a justified noise complaint has been received the attending officer issues an excessive noise direction (END) requiring the noise to cease for a period of 72 hours. Failure to comply with the END results in seizure. Council officers have been working proactively with Armourguard and have managed to effect seizures of a number of stereos at problem addresses. The aim is to have it known in the community that Council is serious about excessive noise and will take action where required.

49 Noise complaints were received from mid December to end of January. This resulted in 12 excessive noise direction (END) notices being issued and three seizures taking place.

### **3.6 Bylaws and Animal Control**

#### ***3.3.1 Summer camping***

Council employed a contract bylaws officers dedicated to actively police the coastal reserves on a daily basis over the summer holiday period. Generally campers were very well behaved and there were no significant concerns. Overall it was a positive outcome.

Bylaws staff worked well with contractors. There was a minor issue with miscommunication regarding refuse collection days at Ngawi and blocked public toilets. Both issues were able to be resolved at the time.

Council need to continue to communicate that there is a no dog policy at coastal reserves particularly the Tora camping areas. Although there is good signage and this information is included in the camping bylaw information brochures, we continue to get a problem with a small number of campers bringing dogs with them on holiday. Again we will be looking to improve information to users of this area and issue infringement notices for non compliance for next season.

The updated Camping Guide information booklet on camping reserves has been well received by the community and was freely distributed to campers.

The contract bylaws officer actively asked campers to provide feed back information about camping via Councils website.

### **3.3.2 Long Grass**

Bylaws officers have been actively checking and issuing long grass notices to properties where conditions are likely to cause a hazard.

- 37 Long grass notices have been issued
- 12 have been issued a second notice
- 2 have had work done by contractor at the property owners cost.

### **3.3.3 Dog Control**

The department has had a major effort to ensure compliance with the Dog Control Act for both registration and micro chipping of dogs. To date this has been very successful.

	December 2011	February 2012
Unregistered dogs	285	61
Non microchipped dogs	43	10

### **3.3.4 National Dog Data base**

Council has reduced its error rate so that it is now in the top 10% of Councils for error reports.

Contact Officer: Glenn Bunny, Group Manager Planning & Environment

# MARTINBOROUGH COMMUNITY BOARD

12 MARCH 2012

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## AGENDA ITEM 5.2

### REPRESENTATION REVIEW

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#### **Purpose of Report**

To inform members of the proposed representation of Council and community boards in preparation for the 2013 local government elections.

#### **Recommendations**

Officers recommend that the community board:

1. *Receive the information.*
2. *Make a recommendation to Council on the preferred representation option.*

#### **1. Executive Summary**

In accordance with the Local Government Electoral Act 2001 Council is required to review its representation arrangements in time for the next local government elections on 12 October 2013. This matter will be on the agenda for the 4 April 2012 Council meeting at which it will be proposed that:

- Council will comprise nine members elected from three wards (three from each ward) and the mayor at large; and
- That three Community Boards will be elected (Greytown, Featherston and Martinborough). They will each have four elected members and two appointed members from Council being councillors elected from the Ward.

Each community board should consider the current representation arrangement and make recommendation to Council on its preferred options.

This recommendation needs to be provided in time for consideration at the 4 April 2012 Council meeting.

Contact Officer: Dr Jack Dowds, Chief Executive Officer

# WAIRARAPA HEATING & TILING

"YOUR HEAT SHOP" (Established 1983)

17 Hope Street, Masterton

Phone: (06) 377 4388 Fax: (06) 377 4248

Email: [heatshop@wise.net.nz](mailto:heatshop@wise.net.nz)

- Sales, Installation and Service of Quality Gas & Log Burners
- Complete Tiling Service
- Flues and Accessories
- Registered Craftman Plumbers
- Solar Water Heating
- Christmas Special Service

PREPARED FOR:

South Wairarapa District Council

PO Box 6

Martinborough, 5711

Attn: Wendy Diamond

PREPARED BY:

David & Jeremy Bertram

Date: February 2012

Customer Phone: Wendy/SWDC

3069611 Ext 827

## Proposal: Pain Homestead

*The information contained herein is confidential and remains the property of Wairarapa Heating & Tiling Ltd. This is subject to change without notice and quotations are valid for 28 days from date of issue (except where noted otherwise below). Revisions may be issued to advise of such changes and/or additions. This quote is subject to acceptance by Wairarapa Heating & Tiling Ltd contract administration.*

Please find enclosed four Quotes relating to the different heating requirements for the Pain Homestead

I trust you will find the proposals clear and easy to understand, but please feel free to contact me if you wish to clarify any questions or to discuss the different options.

Thank you for the opportunity to quote for this work.

Kind Regards,

Jeremy Bertram  
THE HEATSHOP

## QUOTATION: Chimney Demolition.

All prices are inclusive of GST.  
All quotations are subject to our terms and conditions.

To demolish both chimneys, 1x single chimney and 1x double chimney, to ceiling height; Continue flue system up to present height in lightweight sheet metal flue; Rebuild roof area and flash hole in roof with galvanised corrugated iron and ridging as required; And associated work.

Contract Builder Labour	1150.00
Flue Components as required	676.00
Rivets, Sealant, Fasteners etc	50.00
Mortar	120.00
Steel Chimney Supports	450.00
Roofing Materials & 3x Penetration Flashings	747.00
Transport	60.00
Total (incl. GST)	<u>\$3,253.00</u>

Note: - The Eastern Consulting Engineers report recommends demolishing the chimneys all the way to ground level, as discussed this is the ideal scenario, however due to demolition cost and the problems it creates with not being able to reinstall either of the existing wood burners, I would suggest to remove the chimney down to ceiling height, as this quote details. The removal of weight from the top half of the chimney is going to greatly reduce both damage and risk of life in a major earthquake. There will be steel brackets fitted at the ceiling height to provide some support back to timber framed walls.

- The new flue system to be fitted to the chimney in the front room will be setup to accommodate an insert wood burner flue. The internal stainless steel flue and top cowl are included in the insert wood burner proposal. The existing open fire will no longer be functional.

- Both existing wood burners will have to be removed to enable brick removal, as both these burners need maintenance work the removal and re-installation is included in separate proposals.

- Bricks will be placed on a timber pallet and left on site. Bricks will not be cleaned.

## ESTIMATION: Avalon Wood Burner.

All prices are inclusive of GST.  
All quotations are subject to our terms and conditions.

To Remove old 'Avalon' from masonry chimney. Removal is necessary for chimney demolition work and also for flue inspection/replacement. As mentioned in the Eastern Consulting Report, the smoke coming into the room from the grill area indicates the flue has separated or the offset bend has collapsed. Reinstall Avalon once flue repaired and chimney rebuilt.

Insert Flue - per 1.2m	69.00
Flue Offset Bend	79.00
Removal and Re-Installation	300.00
Total (incl. GST)	<u>\$ 448.00</u>

Note: - When wood burner is removed this will be given a maintenance check, and any work that is required will be discussed.

- An accurate price can not be given until wood burner and flue has been removed and assessed.

## QUOTATION: RE Kitchen Contessa Wood Burner.

All prices are inclusive of GST.

All quotations are subject to our terms and conditions.

- To remove Contessa logfire, disconnect wetback etc, and bring to workshop.

- Completely strip down and rebuild burnt out firebox.
- Replace fibre board and ceramic base board.
- Replace bricks.
- Replace air jets/retainers
- Replace air tube and stainless steel side plates.
- Supply and fit new Door Glass
- Fit new glass seal, door seal and top casting seal.
- Reconnect wetback and reinstall back into home.

All the required parts, material, etc	835.30
Rebuild Labour, Removal, Plumbing and Re-Install, etc	460.00
Transport	30.00
Total (incl. GST)	<u>\$1,337.90</u>

### Note:

- The existing wetback will be refitted back into logfire.
- Reusing existing masonry top baffles.
- Removal is necessary for chimney demolition work and also for access to back of logfire for the maintenance work.

## QUOTATION: Insert Logfire into Front Room.

All prices are inclusive of GST.  
All quotations are subject to our terms and conditions.

To prepare the openfire/chimney base; Supply and install new insert logfire, Efficient rural only model (2ha Plus); Custom make and fit tiled surround into existing marble surround, re-tile hearth as required; And associated work.

*Metro Trend - Ltd Rural Model - Vitreous Enamel Fascia	2499.00
Insert Flue System	415.00
Flue Offset Bend	79.00
Rivets, Sealant, Fasteners etc	50.00
Tiling of Hearth - choice of standard tile range	380.00
Tiled surround - choice of standard tile range	520.00
Transport	30.00
Installation	840.00
Total (incl. GST)	<u>\$4,813.00</u>

\*Alternative: - Firenzo Forte Flush - \$2,600.00  
- Masport I3000 - 2,499.00 - Eco Model (limited overnight burn-times)

Note: I have recommended that the hearth is re-tiled, if not there will be 115mm of brick hearth and the rest will be the existing slate hearth. If it were not down now, before the surround and logfire is fitted, it will be very difficult to get a professional finish.

### NOTE:

No allowance to obtain South Wairarapa District Council consent. As this is a Council property I would imagine that it will be taken care off by themselves. We will happily supply all the specifications etc that will be required.



# Acceptance Page

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Ref: Quotation dated \_\_\_\_\_

Project Total (incl GST): \$

Deposit on acceptance of quote: \$  
(Purchase of logfire or 50% of total)

I hereby accept that I have read, understood and accept all terms and conditions as outlined on reverse and enclose a deposit as stated above as per the terms and conditions of this quotation.

Acceptance authorised by: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Please tick one:

- I require a permit to be obtained on my behalf (relevant information enclosed).
- I will obtain my own permit before work is commenced.
- This is a new house/alteration. A permit has been obtained.
- This is maintenance. A permit is not required.

(See Clauses 5c-e on reverse for information regarding permits)

Deposit payment options:

- Personal or Bank Cheque (enclosed)
- Electronic transaction paid into a/c no:  
Westpac, Carterton; 03-0609-0110197-00
- Visa                       MasterCard

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CSC # 

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(CSC = the last 3 digits on the back of card by the signature strip)

Name on Card: \_\_\_\_\_ Expiry Date: \_\_\_\_/\_\_\_\_

Authorised Signature: \_\_\_\_\_

Please return to:  
Wairarapa Heating & Tiling  
17 Hope Street  
Masterton  
Fax: 06 3774248

# Wairarapa Heating & Tiling Ltd (The Heat Shop) - Terms and Conditions of Trade

## 1. APPLICABILITY

- "WHT" and "Seller" shall mean Wairarapa Heating & Tiling Ltd (The Heat Shop) its successors and assigns or any person acting on behalf of and with the authority of Wairarapa Heating & Tiling Ltd.
- "Customer" means any company, person or other body which orders or requests, either itself or through an agent, the supply of Goods, products and Services supplied by WHT to the Customer.
- "Guarantor" shall mean that person or persons, or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.
- "Goods" shall mean Goods supplied by WHT to the Customer (and where the context so permits shall include the supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by WHT to the Customer.
- "Services" shall mean all services supplied by WHT to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- "Price" shall mean the cost of the Goods as agreed between WHT and the Customer subject to clause 3 of this contract.

## 2. ACCEPTANCE

- Any instructions received by the Seller from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.
- Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be amended with the written consent of Wairarapa Heating & Tiling Ltd.
- The Customer undertakes to give the Seller at least fourteen (14) days notice of any change in the Customer's name, address and/or any other change in the Customer's details.

## 3. PRICE AND PAYMENT

- At the Seller's sole discretion the Price shall be either:
  - as indicated on invoices provided by the Seller to the Customer in respect of Goods supplied; or
  - the Seller's quoted price (subject to clause 3b) which shall be binding upon the Seller provided that the Customer shall accept the Seller's quotation in writing within thirty (30) days.
- The Seller reserves the right to change the Price in the event of a variation to the Seller's quotation (such as, but not limited to, rises in GST or changes requested by the Customer).
- At the Seller's sole discretion a deposit of the full cost of the logfire/unit to be installed or 50% of the price will be required upon acceptance of any quotation.
- Time for payment for the Goods will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the installation or invoice (whichever is the earlier).**
  - At the Seller's sole discretion payment:
    - shall be due on delivery of the Goods; or
    - shall be due before delivery of the Goods; or
    - for approved Customers shall be made by instalments in accordance with the Seller's payment schedule; or
    - for approved Customers shall be due on the 20<sup>th</sup> of the month following the date of invoice.
  - In the event that the Customer store the Goods with the Seller for a period greater than six (6) weeks then the Seller shall be entitled to charge the full Price of the Goods prior to storage commencing.
  - Payment will be made by cash, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed to between the Customer and the Seller.
  - GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

## 4. DELIVERY OF GOODS

- Delivery of the Goods shall take place when:
  - the Customer takes possession of the Goods at the Seller's address; or
  - the Customer takes possession of the Goods at the Customer's address; or
  - the Seller's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Seller's agent and risk for the Goods does not pass the Customer takes possession of the Goods at the Customer's address; or
  - the Customer's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Customer's agent.
- The costs of Delivery are included in the Price unless the Price does not include installation of the Goods in which event costs of Delivery are for the Customer's account.
- The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then the Seller shall be entitled to charge a reasonable fee for redelivery.
- Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.
- The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:
  - such discrepancy in quantity shall not exceed 5%; and
  - the Price shall be adjusted pro rata to the discrepancy.
- The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
- The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

## 5. ADDITIONAL SERVICES

- Any electrical, building, decorating, tiling, bricklaying or other additional work that may be required is not included in the final Price unless specifically noted in the Quotation. If the Seller is requested by the Customer to contract to provide this work, the costs will be charged additional to the quoted price (as per clause 3b).
- Any manufacturer's advertised specials or 'freebies' will only apply at the Seller's discretion and are not available with any previously quoted special price or discount. Any discount, special price or 'freebies' will be forfeited should the Customer default on payment and the full Price will become payable.
- Local district council permits (building consent) are additional to the price as noted on the Quotation. Permits can be obtained by the Customer directly from the applicable district council. If the Seller makes application on behalf of the Customer an administration fee is added to the actual cost of the permit. The Customer is requested to provide to the Seller the full name(s) of the owner(s)/trust; documentation showing property details (i.e. valuation number, legal description - this is usually found on the rates demand or a current certificate of title) and a floor plan of the house in order to make application on behalf. **No installation work can begin before a permit has been issued.**
- Where a permit has been applied for smoke alarms are required to be installed under Clause F7 NZBC. Smoke alarms are not included in the Quotation unless specifically noted. Smoke alarms must be installed within 3 metres of bedrooms doors and include a 'hush' facility to obtain a Code Compliance Certificate from the district

council. If smoke alarms need to be installed by the Seller these will be charged additional to the quoted price (as per Clause 3b). (Chubb 0916, 1 year battery life \$29.00)

- It is a requirement under the Building Act 2004 for the **property owner to apply for a Code Compliance Certificate within 2 years of the granting of a building consent. The seller will not be held responsible if a Code Compliance Certificate is not applied for.**

## 6. RISK

- If the Seller retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.
- If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

## 7. TITLE

- It is the intention of the Seller and agreed by the Customer that ownership of the Goods shall not pass until:
  - the Customer has paid all amounts owing for the particular Goods; and
  - the Customer has met all other obligations due by the Customer to the Seller in respect of all contracts between the Seller and the Customer.
- Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership or rights in respect of the Goods shall continue.
- It is further agreed that:
  - until such a time as ownership of the Goods shall pass from the Seller to the Customer the Seller may give notice in writing to the Customer to return the Goods or any of them to the Seller. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and
  - if the Customer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Goods are situated and take possession of the Goods.

## 8. PERSONAL PROPERTY SECURITY ACT 1999 ("PPSA")

- Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
  - these terms and conditions constitute a security agreement for the purposes of the PPSA; and
  - a security interest is taken in all Goods previously supplied by the Seller to the Customer (if any) and all Goods that will be supplied in the future by the Seller to the Customer.
- The Customer undertakes to:
  - sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
  - indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
  - not register a financing change statement or a change demand without the prior written consent of the Seller; and
  - immediately advise the Seller of any material change in its business practices or selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- The Seller and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- Unless otherwise agreed to in writing by the Seller, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- The Customer shall unconditionally ratify any actions taken by the Seller under clauses 8a to 8e.

## 9. CUSTOMER'S DISCLAIMER

- The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Customer by the Seller and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgement.

## 10. DEFECTS

- The Customer shall inspect the Goods upon delivery and shall within fourteen (14) days notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Seller has agreed in writing that the Customer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods.
- Logfires smoking upon first use is to be expected and considered very normal. This is due to the new paint 'curing'. It is recommended to light a new logfire at a convenient time to open windows and doors to allow fresh air movement.
- All logfires have a warranty period on replaceable parts. It is considered normal for minor cracks/splints to occur in bricks and baffles soon after first use. As long as these parts remain in place and do not fall out continued use of the unit is safe. Please check the owner's manual for warranty details and further information regarding replacing parts.

## 11. WARRANTY

- Subject to the conditions of warranty set out in Clause 11b the Seller warrants that if any defect in any workmanship of the Seller becomes apparent and is reported to the Seller then the Seller will either (at the Seller's sole discretion) repair the defect or remedy the workmanship.
- The conditions applicable to the warranty given by Clause 11a are:
  - The warranty shall not cover and defect or damage which may be caused or partly caused by or arise through:
    - failure on the part of the Customer to properly maintain any Goods; or
    - failure on the part of the Customer to follow any instructions or guidelines provided by the Seller; or
    - any use of any Goods otherwise than for any application specified on a quote or order form; or
    - the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
    - fair wear and tear, any accident or act of God; or
    - the Customer using the Goods in a commercial or business setting, and such defect or damage is not reported to the Seller in writing within twelve (12) months of installation (time being of the essence).
  - The warranty shall cease and the Seller shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Seller's consent.
  - In respect of all claims the Seller shall not be liable to compensate the Customer for any delay in either replacing or repairing the workmanship/Goods or in properly assessing the Customer's claim.
- For Goods not manufactured by the Seller, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall not be bound by nor responsible for any term, condition, representation or warranty given by the manufacturer of the Goods.
- In the case of second hand Goods, the Customer acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults and that no warranty is given by the Seller as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Seller shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

## 12. CONTRACTUAL REMEDIES ACT 1979

- The provisions of the Contractual Remedies Act 1979 shall apply to this contract as if section 15(d) were omitted from the Contractual Remedies Act 1979.

## 13. CONSUMER GUARANTEES ACT 1993

- This agreement is subject to the provisions of the Consumer Guarantees Act 1993 in all cases except where the Customer is contracting with the terms of a trade/business (which cases are specifically excluded).

## 14. INTELLECTUAL PROPERTY

- Where the Seller has designed, drawn or written Goods for the Customer, then the copyright in those designs and drawings shall remain vested in the Seller, and shall only be used by the Customer at the Seller's discretion.
- The Customer warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Customer's order.

## 15. DEFAULT AND CONSEQUENCES OF DEFAULT

- Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
  - If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the Seller's collection agency costs.
  - Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligations (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller exercised its rights under this clause.
  - If any account remains overdue after thirty (30) days then an amount of the greater of \$20.00 or 10.00% of the amount overdue (up to a maximum of \$200) shall be levied for administration fees which sum shall become immediately due and payable.
  - Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable in the event that:
    - any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to meet its payments as they fall due; or
    - the buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
    - a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
- ## 16. SECURITY AND CHARGE
- Despite anything to the contrary contained herein or any other rights which the Seller may have however:
    - where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amount and other monetary obligations payable under the terms and conditions. The Customer and/or Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
    - Should the Seller elect to proceed in any manner in accordance with this clause and its sub-clauses, the Customer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.
    - The Customer and/or Guarantor (if any) agree to irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 16a

## 17. CANCELLATION

- The Seller may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall repay to the Customer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.
- In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by the Seller (including, but not limited to, any loss of profits) up to the time of cancellation.

## 18. PRIVACY ACT 1993

- The Customer and the Guarantor(s) (if separate to the Customer) authorises the Seller to:
  - collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness or marketing products and services to the Customer; and
  - to disclose information about the Customer, whether collected by the Seller from the Customer directly or obtained by the Seller from any other source, to any other credit provider or any credit reporting agency for the purpose of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
- Where the Customer is an individual the authorities under clause 18a are authorities or consents for the purposes of the Privacy Act 1993.
- The Customer shall have the right to request the Seller for a copy of the information about the Customer retained by the Seller and the right to request the Seller to correct any incorrect information about the Customer held by the Seller.

## 19. UNPAID SELLER'S RIGHTS

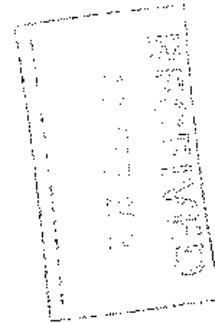
- Where the Customer has left any item with the Seller for repair, modification, exchange or for the Seller to perform any other service in relation to the item and the Seller has not received or been tendered the whole of the Price, or the payment has been dishonoured, the Seller shall have:
  - a lien on the item;
  - the right to retain the item for the Price while the Seller is in possession of the item;
  - a right to sell the item.
- The lien of the Seller shall continue despite the commencement of proceedings, or judgement for the Price having been obtained.

## 20. GENERAL

- If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudices or impaired.
- These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- The Seller shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions.
- In the event of any breach of this contract by the Seller the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.
- The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by the Seller.
- The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- The Seller reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Customer of such change.
- Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

21 February 2012

Suzanne Clark  
Committee Secretary  
Greytown Community Board  
PO Box 6  
Martinborough



Dear Suzanne

Thank you for your letter of 7 February 2012 advising that our application for South Wairarapa District Council's Community Grant was successful. It is with much appreciation that we acknowledge your grant of \$500.00 from the Greytown Community Board, and \$500.00 from the Martinborough Community Board. A tax invoice for \$1000.00 plus GST will be sent to you shortly.

Your grant will help Victim Support provide quality service delivery to victims of serious crime and trauma in the South Wairarapa area. The grant will be used effectively in contributing to the cost of volunteer recruitment, training and expenses for our volunteers and ongoing office expenses including attending external meetings.

It is an exciting time for Victim Support and we continue to be proud of the work our volunteers do with victims, giving their time willingly, often working in very traumatic situations.

Victim Support continues to focus on providing an organisational approach, focusing on quality service to our clients ensuring monitored health and safety; the provision of emotional and practical support; provision of information; advocacy for victims' rights, and referral to and liaison with Police, other Emergency Services, and Community agencies.

Thank you again for your support of the work we do.

Yours sincerely

Denise Reiri  
Regional Fundraiser