



Kaipara te Oranganui

**KAIPARA
DISTRICT**

Two Oceans Two Harbours

Kaipara District Council Meeting Agenda

Date: Wednesday 26 August 2020

Time: 9.30am

Location: Northern Wairoa War Memorial Hall
37 Hokianga Road
Dargaville

Elected Members: His Worship the Mayor Dr Jason Smith
Deputy Mayor Anna Curnow
Councillor Victoria del la Varis-Woodcock
Councillor Karen Joyce-Paki
Councillor Jonathan Larsen
Councillor Mark Vincent
Councillor Peter Wethey
Councillor David Wills
Councillor Eryn Wilson-Collins

*For any queries regarding this meeting please contact
the Kaipara District Council on (09) 439 7059*

Wednesday, 26 August, 2020

9:30 am

Conference Room, Northern Wairoa Memorial Hall, Dargaville

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Confirmation of open Council meeting minutes 29 July 2020

Meeting: Kaipara District Council
Date of meeting: 26 August 2020

Recommendation/Ngā tūtohunga

That the Kaipara District Council:

- a) Confirms that the open minutes of the Council meeting held on 29 July 2020 are a true and correct record.

Attachments/Ngā tapiritanga

	Title
A	Unconfirmed open minutes of Council meeting 29 July 2020

**Minutes of the Ordinary meeting of
Kaipara District Council**

Date: 29 July 2020
Time: 9:30 a.m. 3.00 p.m.
Location: Mangawhai Club
219 Molesworth Drive
Mangawhai Heads

Members Present: Mayor Jason Smith
Deputy Mayor Anna Curnow
Councillor Jonathan Larsen
Councillor Karen Joyce-Paki
Councillor Victoria del la Varis-Woodcock
Councillor Mark Vincent
Councillor Peter Wethey
Councillor David Wills
Councillor Eryn Wilson-Collins

Apologies:

1. Opening

1.1 Karakia

Mayor Smith opened the meeting with a Karakia.

1.2 Apologies

It was noted that Cr Joyce-Paki would be attending by audio link

1.3 Confirmation of agenda

Moved: Mayor Smith

Seconded: Cr Wilson-Collins

That Kaipara District Council:

- a) confirms the agenda for the meeting held 29 July 2020.

Carried

1.4 Conflict of interest declaration

Member	Item
Deputy Mayor Curnow	5.2 - Private Plan Change 78: Internal Hearing Commissioner – Deputy Mayor Anna Curnow is included for appointment as an internal Commissioner.

2. Presentations and petitions

2.1 Northland Wood Council

Andrew Widdowson presented in the public forum.

2.2 Gareth Popham and ET Marais from Northern Base and Fuzen Entertainment

Gareth Popham and ET Marais presented in the public forum.

3. Minutes

Moved: Deputy Mayor Curnow

Seconded: Cr Wills

That the Kaipara District Council:

- a) Accepts the Council Meeting minutes of 24 June 2020 as a true and accurate record.
- b) Accepts the Extraordinary Council Meeting minutes of 1 July 2020 as a true and accurate record.

Carried

4. Notice of motion

Nil

5. Decisions

5.1 Mangawhai Community Plan funding

Moved: Cr Wethey

Seconded: Mayor Smith

That the Kaipara District Council:

- a) Notes the report Mangawhai Community Plan – Funding for 2020/21.
- b) Notes that with the receipt of the PGF grant of \$2.4m, and pending the NLTF subsidy being received, sections 11, 12, 13, & 14 will now be able to be progressed. A paper outlining the impact of these funding streams will be presented to Council at its September Meeting.
- c) Approves allocation of an additional \$654,419 from Financial contributions.
- d) Supports the Chief Executive to commence the procurement of physical works as per the procurement business case which has previously been approved by Council.

Carried

5.2 Private Plan Change 78: Internal Hearing Commissioner

[Secretarial note: Deputy Mayor Curnow left the room at 11.01 am].

Moved: Mayor Smith

Seconded: Cr Wethey

That Kaipara District Council:

- a) Approves the appointment of Deputy Mayor Curnow as an Internal Hearing Commissioner for the Private Plan Change 78 hearing panel.
- b) Approves the appointment of Councillor Del la Varis-Woodcock as an Internal Hearing Commissioner for the Private Plan Change 78 hearing panel only for the circumstance that Deputy Mayor Curnow becomes unavailable.
- c) Notes that the two remaining Independent Hearing Commissioners will be selected using the Hearing Commissioners Policy.

[Secretarial note: Cr del la Varis-Woodcock proposed an amendment].

Moved: Cr del la Varis-Woodcock

Seconded: Cr Larsen

That Kaipara District Council:

- a) Approves the appointment of Deputy Mayor Curnow as an Internal Hearing Commissioner for the Private Plan Change 78 hearing panel.

A division was called, and voting was as follows:

<u>For</u>	<u>Against</u>
Cr Victoria del la Varis Woodcock	Cr Karen Joyce-Paki
Cr Jonathan Larsen	Cr Mark Vincent
Cr David Wills	Cr Peter Wethey
	Cr Eryn Wilson-Collins
	Mayor Jason Smith

The motion was declared lost

[Secretarial note: the original recommendation was put].

Moved: Mayor Smith

Seconded: Cr Wethey

That Kaipara District Council:

- a) Approves the appointment of Deputy Mayor Curnow as an Internal Hearing Commissioner for the Private Plan Change 78 hearing panel.
- b) Approves the appointment of Councillor Del la Varis-Woodcock as an Internal Hearing Commissioner for the Private Plan Change 78 hearing panel only for the circumstance that Deputy Mayor Curnow becomes unavailable.
- c) Notes that the two remaining Independent Hearing Commissioners will be selected using the Hearing Commissioners Policy.

Carried

[Secretarial note: Deputy Mayor Curnow re-joined the meeting at the conclusion of the item].

Meeting adjourned at 11.29 a.m.

Meeting reconvened at 11.40 a.m.

5.3 Independent Commissioner Appointment Selection Panel establishment

Moved: Mayor Smith

Seconded: Cr Wills

That Kaipara District Council:

- a) Approves the establishment of a Selection Panel made up of the Mayor, Cr Vincent, and the Chief Executive or her Delegate, with a purpose of managing the recruitment and recommendation process to the Council, for the appointment of Independent Commissioners to the Kaipara District

Council general list.

Carried

5.4 Kaipara Moana Remediation Programme Next Steps

Moved: Mayor Smith

Seconded: Cr Wethey

That the Kaipara District Council:

- a) Confirms that, as the Kaipara Moana Remediation Programme will deliver activities and projects aligned with regional council functions, it will not be an active partner nor contribute to the governance or funding of that remediation programme.
- b) Confirms that it will continue to support, assist and provide advice to the Remediation Programme partners, and promote to its communities actions that support the Remediation Programme.
- c) Requests that the Chief Executive inform Kaipara Uri, Auckland Council, Northland Regional Council and Whangarei District Council of these decisions.

Carried

[Secretarial note: Cr Joyce-Paki left the meeting at 12.18 pm].

5.5 Long Term Plan 2021/31: Regional Economic Development

Moved: Mayor Smith

Seconded: Deputy Mayor Curnow

That Kaipara District Council:

- 1. Supports the proposal (outlined in Attachment 1) for Northland Inc. to become a joint regional CCO;
 - a) with a formal joint shareholders committee to provide oversight,
 - b) with a funding arrangement that Northland Regional Council contribute 60% and Whangarei, Far North and Kaipara District Councils contribute 40%
 - c) with that funding arrangement achieved over a six-year time frame aligned to the 2021-2031 Long Term Plan Cycle

- d) with public consultation to establish Northland Inc. as a joint regional CCO included and aligned to the 2021-2031 Long Term Plan
- 2. Supports, in principle, the development of a Regional Economic Development Strategy for inclusion in the 2021-2031 Long Term Plan Cycle, subject to scope, resources and funding.
- 3. Notes that recommendations 1 and 2 are subject to all of Northland's Council's agreement.

Carried

Meeting adjourned at 1.00 p.m.

Meeting reconvened at 1.30 p.m.

5.6 Significance and Engagement Policy – draft for consultation

Moved: Mayor Smith

Seconded By: Deputy Mayor Curnow

That Kaipara District Council:

- a) Approves the legislative process, analysis and consultation approach outlined in Attachment A.
- b) Approves the Consultation Document provided in Attachment B.
- c) Delegates Cr Curnow, Cr Vincent, Cr Wilson-Collins to form the Significance and Engagement Panel to hear and consider community views, consider written submissions and to make recommendations to Council on final proposed amendments to Council's Significance and Engagement Policy
- d) Authorises the Chief Executive to make any necessary minor drafting or presentation amendments to the Consultation Document prior to final printing and publication.

Carried

5.7 Non-Compliant Treasury Ratio

Moved: Cr Wethey

Seconded: Cr Wills

That the Kaipara District Council:

- a) Notes that the liquidity risk position is non-compliant due to the maturity of the debt due in May 2021.
- b) Approves the out of debt ratio position as a temporary position until May 2021.

Carried

6. Information

6.1 Mangawhai summer plan 2020/2021

Moved: Cr Wethey

Seconded: Deputy Mayor Curnow

That the Kaipara District Council:

- a) Notes the Mangawhai summer plan report.

Carried

6.2 Efficiency and Effectiveness Report – 2013 Kaipara District Plan

Moved: Cr Vincent

Seconded: Cr Wills

That Kaipara District Council

- a) Notes the Efficiency and Effectiveness Report – 2013 Kaipara District Plan (Attachment A).

Carried

6.3 Exceptions Report June 2020

Moved: Cr Wilson-Collins

Seconded: Cr del la Varis-Woodcock

That the Kaipara District Council:

- a) Notes the Exceptions Report June 2020 report.

Carried

6.4 Resolutions Register

Moved: Cr Larsen

Seconded By: Cr Vincent

That Kaipara District Council:

- a) Notes the Resolutions Register July update.

Carried

7. Recommendation to move into Public Excluded session**Moved: Cr Wills****Seconded: Cr Wilson-Collins**

Recommendation/Ngā tūtohunga	
a) That the following items are considered with the public excluded:	
Item	Grounds for excluding the public
Kaipara District Licensing Committee appointment confirmation	Reason for confidentiality: Protect the privacy of natural persons, including that of deceased natural persons (Section 7(2)(a)).

Seconded**Carried****Meeting moved into Public Excluded session at 2.50 p.m.****8. Public Excluded agenda items 29 July 2020****8.1 Kaipara District Licensing Committee appointments confirmation****Moved: Mayor Smith****Seconded: Cr Vincent**

That the Kaipara District Council:

- a) Appoints Mark Farnsworth as the Chair of the Kaipara District Licensing Committee for a five-year term commencing from 29 July 2020.
- b) Appoints Gordon Lambeth, Grace Le Gros, Amy Munn, and Murray Clearwater as Committee Members of the Kaipara District Licensing Committee for a five-year term commencing from 29 July 2020.
- c) Agrees that the decision becomes public information on Monday 3 August, to allow for the candidates to be contacted and notified of the decision of the 29 July 2020 Council Meeting.

Carried**8.2 Return to open session 29 July 2020****Moved: Cr Curnow****Seconded: Cr Vincent**

That the Kaipara District Council:

- a) Agrees to return to open session of the meeting.
- b) Notes that all decisions and reports that were resolved to be made publicly available during the public excluded session will be included in the open minutes of this meeting and published on the Kaipara District Council website.

Carried

Meeting returned to open session at 3.00 p.m.

9. Closure

9.1 Karakia

Mayor Smith closed the meeting with a Karakia.

This meeting closed at 3.00 p.m.

Confirmed open committee minutes October 2019 – July 2020

Meeting: Kaipara District Council
Date of meeting: 26 August 2020

Recommendation/Ngā tūtohunga

That the Kaipara District Council:

- a) Notes the confirmed open minutes of the following committee meetings:
- Awards and Grants Committee meeting held 10 December 2019
 - Remuneration and Development Committee meeting held 18 February 2020
 - Audit, Risk and Finance Committee meeting held 12 March 2020
 - Awards and Grants Committee meeting held 29 June 2020.

Context/Horopaki

Committee minutes are reported to full Council once they are confirmed at a subsequent meeting. This is for information only.

Following the local government election in October 2019 and the establishment of the new committee structure, only a small number of committees have met formally for the second time and only four confirmed minutes need be reported at this time. The attached minutes are all open committee minutes confirmed from the start of this Council's term in October 2019 to end of July 2020.

Public excluded minutes are reported in the public excluded section of the agenda. The confirmed committee minutes will be reported to Council monthly going forward (unless no minutes have been confirmed in the preceding month).

Attachments/Ngā tapiritanga

	Title
A	Confirmed minutes - Awards and Grants Committee meeting 10 December 2019
B	Confirmed open minutes - Remuneration and Development Committee meeting 18 February 2020
C	Confirmed open minutes - Audit, Risk and Finance Committee meeting 12 March 2020
D	Confirmed minutes - Awards and Grants Committee meeting 29 June 2020

Minutes of the first meeting of the Awards and Grants Committee

Date: 10 December, 2019
Time: 11:03 a.m. - 1:36 p.m.
Location: Paparoa Sports Pavilion
2070 Paparoa Valley Road
Paparoa

Member Present: Councillor Peter Wethey (Chair)
Councillor Victoria del la Varis-Woodcock
Councillor Karen Joyce-Paki
Councillor Mark Vincent
His Worship the Mayor Dr Jason Smith

Meeting started at 11:03 a.m.

1. Opening

1.1 Opening karakia

Councillor Joyce-Paki opened the meeting with a karakia.

1.2 Apologies

Nil.

1.3 Confirmation of agenda

The Committee to confirm the Agenda.

Moved: Cr Joyce-Paki

Seconded: Mayor Smith

That the agenda for the 10 December 2019 meeting be confirmed.

Carried

1.4 Conflict of interest declaration

Councillor Vincent declared an interest as a member of the community affected by the Paparoa Lions Club.

2. Presentations

2.1 Kaipara Cycling Incorporation

Roxanne Kelly spoke in support of the Kaipara Cycling Incorporation's application.

3. Decision

3.1 Reserve Contributions Contestable Fund 2019/2020: Summary of Applicants

Moved: Cr Wethey

Seconded: Mayor Smith

That the Awards and Grants Committee:

a) Awards grants to the following applicants:

Kaipara Cycling Incorporated	To build and design five mountain bike trails at Harding Park reserve	\$20,000.00
Mangawhai Activity Zone Charitable Trust	To build a pump track for community use at 191 Molesworth Drive, Mangawhai	\$170,000.00
Paparoa Lions Club	Funding towards the construction of the boardwalk and walking surfaces in Paparoa	\$45,000.00
Total granted		\$235,000.00

Carried

4. Closure

4.1 Closing karakia

Councillor Wethey closed the meeting with a karakia.

Meeting closed at 1:36 p.m.

Confirmed

29 June 2020

Chair

Councillor Peter Wethey

Kaipara District Council

Open Remuneration and Development Committee Minutes

Date: Tuesday 18 February 2020
Time: 10:00 am
Location: Conference Room
Northern Wairoa Memorial Hall
Dargaville

Members Present: Mayor Dr Jason Smith
Deputy Mayor Cr Anna Curnow
Cr Peter Wethey
Cr David Wills
Cr Eryn Wilson-Collins

1. Opening

1.1 Karakia
The meeting opened with a Karakia.

1.2 Apologies
There were no apologies.

1.3 Confirmation of agenda
Moved By: Mayor Smith
Seconded By: Cr Curnow

That the Remuneration and Development Committee confirms the agenda for the meeting held 18 February 2020.

Carried

1.4 Conflict of interest declaration
No conflicts were declared.

2. Elected Member Development

2.1 Elected Member development report

Moved By: Mayor Smith

Seconded By: Cr Wethey

That the Remuneration and Development Committee:

- a) Provides feedback on content for the scheduled elected member development days
- b) Delegates to the Mayor (for Councillors) and the Deputy Mayor (for the Mayor) the authority to confirm development plans for the remainder of the 2019/20 financial year in line with available budget.

Carried

3. Resolution to Exclude the Public

The meeting moved to public excluded at 11.00 am.

Moved By: Mayor Smith

Seconded By: Cr Wethey

In accordance with section 48(1) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 6 or section 7 of that Act (or sections 6, 7 or 9 of the Official Information Act 1982, as the case may be), it is moved:

3.1 That the public is excluded from the following part of the proceedings of this meeting

- Item 3.1 - Chief Executive Performance June 2019 to January 2020.

The general subject of the matters to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds for excluding the public, as specified by s 48(1) of the Local Government Official Information and Meetings Act 1987, are set out below:

Chief Executive Performance June 2019 to January 2020	Protect the privacy of natural persons, including that of deceased natural persons (Section 7(2)(a)).	That the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists (section 48(1)(a)).
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- 3.2 That Pamela Peters is permitted to remain at the meeting after the public has been excluded because of her knowledge of the Chief Executive Performance June 2019 to January 2020 report.**

Carried

4. Return to open session

The meeting returned to open session at 12.03 pm.

5. Closure

The meeting closed at 12.05 pm.

**Kaipara District Council
Dargaville**

**Minutes of the first meeting of the
Audit, Risk and Finance Committee**

Date: 12 March, 2020
Time: 10:04 a.m. - 2:39 p.m.
Location: Mangawhai Club
219 Molesworth Drive
Mangawhai Heads

Members present: Stana Pezic (Chair)
Councillor Peter Wethey (Deputy Chair)
Deputy Mayor Anna Curnow
Councillor Jonathan Larsen
Councillor David Wills
Councillor Eryn Wilson-Collins
His Worship the Mayor Jason Smith

Non-members: Councillor Victoria del la Varis-Woodcock (present but not voting)

1. Opening

1.1 Karakia

Mayor Smith opened the meeting with a karakia.

1.2 Apologies

No apologies.

1.3 Confirmation of agenda

Moved: Cr Wethey

Seconded: Cr Larsen

That the agenda for 12 March 2020 be confirmed with the following additions, at the request of the Committee:

- a) Verbal update on Council's response to COVID-19 added to item 2.4 health and safety update
- b) Verbal update on the Provincial Growth Fund risks added to item 3.1 organisational risk register.

Carried

1.4 Conflict of interest declaration

Nil.

2. Open minute items

2.1 Proposed work programme to June 2021

Moved: Cr Wethey

Seconded: Cr Larsen

That Audit, Risk and Finance Committee:

- a) Approves the proposed Audit, Risk and Finance Committee reporting work programme for 2020/2021, with the following additions:
 - a. Independent internal audit programme to be commenced annually
 - b. Audit action update to be reported six-monthly (for all audits)
 - c. Risk framework to be reviewed annually
 - d. Annual Plan or Long Term Plan to be reported annually (for information only)
 - e. Northland Transportation Alliance to be reviewed against original business case.
- b) Recommends to Council to make following additions to the Audit, Risk and Finance Committee Terms of Reference:
 - a. 'Policy compliance' [2nd bullet point in risk responsibilities]
 - b. Review effectiveness of risk management and internal control systems [in risk responsibilities]
 - c. Monitor operating and capital expenditure programme [in finance responsibilities].

Carried

2.2 Deloitte independent assurance report

Moved: Deputy Mayor Curnow

Seconded: Mayor Smith

That Kaipara District Council:

- a) Notes the independent assurance report ending June 2019.

Carried

2.3 Proposed risk management framework: policy and process

Moved: Deputy Mayor Curnow

Seconded: Cr Wilson-Collins

That the That Audit, Risk and Finance Committee:

- b) Adopts the Risk Management Framework (with the exception of Appendix 5: Risk Appetite Statements), with the following amendments:

Risk categories (page 15 of the Framework)

- a. Consequence rating changed to:
 - i. 1 Minor
 - ii. 2 Low
 - iii. 3 Moderate
 - iv. 4 High
 - v. 5 Extreme
- b. Financial risks to be moved over 1 column (into higher risk categories)
- c. Minor/environmental risk – change in wording to ‘limited’ damage
- d. Extreme/reputational risk – change to ‘for district-wide issues or implications’

Risk reporting (page 16 of the Framework)

- e. Extreme risks to be reported to Council and the Chair of the Audit, Risk and Finance Committee.
- c) Delegates the Chief Executive and the Chair of the Audit, Risk and Finance Committee to approve the amendments as above and any minor editorial changes that do not change the intent of the Risk Framework.
- d) Requests that a workshop session be held to discuss the Risk Appetite Statement, with all elected members, staff (Executive Team) and the Chair of the Audit, Risk and Finance Committee to be invited.

Carried

Meeting adjourned for morning tea at 11:23 a.m.

Meeting reconvened at 11:33 a.m.

2.4 Health and safety update

[Secretarial note: General Manager People and Capability gave a verbal update on Council's readiness for a possible COVID-19 pandemic during this item.]

Moved: Deputy Mayor Curnow

Seconded: Cr Wethey

That the Audit, Risk and Finance Committee:

- e) Notes the health and safety update for October—December 2019.

Carried

Meeting adjourned for lunch at 12:12 p.m.

Meeting reconvened at 12:43 p.m.

2.5 Legal compliance update

Moved: Mayor Smith

Seconded: Cr Wilson-Collins

That the Audit, Risk and Finance Committee:

- f) Notes the legal compliance update.

Carried

2.10 Public excluded items 12 March 2020

[Secretarial note: With the Chair's approval, the public excluded session was brought forward to accommodate the presenters.]

Moved: Cr Wethey

Seconded: Mayor Smith

- g) That the following items are considered with the public excluded:

Item	Grounds for excluding the public
Review of Organisation Risk Register	Protect the information which is subject to an obligation of confidence or which any person has been or could be compelled to provide under the authority of any enactment, where the making available of the information would be likely to damage the public interest (Section 7(2)(c)(ii))
Cybersecurity assessment and response	Prevent the disclosure or use of official information for improper gain or improper advantage (Section 7(2)(j))

Contract monitoring and reporting	Enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations) (Section 7(2)(i))
Investigation update	Protect the privacy of natural persons, including that of deceased natural persons (Section 7(2)(a)) Avoid prejudice to measures protecting the health or safety of members of the public (Section 7(2)(d)) Enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities (Section 7(2)(h))

Carried

3. Public excluded session

Meeting went into public excluded session at 1:01 p.m.

In the public excluded session, the Audit, Risk and Finance Committee resolved to make the following information publicly available after the meeting:

3.3 Contract monitoring and reporting

[Secretarial note: With the Chair's approval, this item was brought forward to accommodate the presenters.]

Moved: Cr Wilson-Collins

Seconded: Mayor Smith

That the Audit, Risk and Finance Committee:

- h) Notes the contract monitoring report for period ending December 2019, for the following contracts:*
 - CON860 Maintenance of Parks, Reserves, Cemeteries, Public Toilets, Buildings and Dargaville Gardens
 - CON888 Roding Network Maintenance
 - CON798 3 Waters Operations and Maintenance
 - CON706 Solid Waste.
- i) Agrees that this decision be published in the open minutes of this meeting, and that the report will remain confidential due to the commercially sensitive information contained within the report.*

Carried

3.1 **Review of Organisation Risk Register**

[Secretarial note: The Committee also discussed risks associated with the Provincial Growth Fund.]

Moved: Cr Wethey

Seconded: Deputy Mayor Curnow

That the Audit, Risk and Finance Committee:

- a. Notes the risk registers presented for discussion.*
- b. Agrees that the decision be published the open minutes of this meeting, and that the report remain confidential due to the confidential information contained within the report.*

Carried

3.2 **Cybersecurity assessment and response**

Moved: Cr Wilson-Collins

Seconded: Cr Wethey

That the Audit, Risk and Finance Committee:

- a. Notes the cybersecurity assessment and response report.*
- b. Agrees that the decision be published in the open minutes of the meeting, and that the report remain confidential due to the confidential information contained within the report.*

Carried

3.4 **Investigation update**

Moved: Cr Larsen

Seconded: Cr Wethey

That the Audit, Risk and Finance Committee:

- j) Notes the investigation update report.*
- k) Agrees that this decision be published in the open minutes of this meeting, and that the report remain confidential due to the confidential information within the report.*

Carried

2. Open minute items

Meeting returned to open session at 1:58 p.m.

2.6 Policy Register review programme update

Moved: Mayor Smith

Seconded: Deputy Mayor Curnow

That the Audit, Risk and Finance Committee:

- l) Notes the updated Policy Register.
- m) Requests that the Chief Executive review which policies are reported to the committee, separating internal and Council-adopted policies, to be reported to the next meeting.

Carried

2.7 Treasury management report

Moved: Deputy Mayor Curnow

Seconded: Cr Larsen

That the Audit, Risk and Finance Committee:

- n) Notes the treasury management report for January 2020.

Carried

2.8 LGFA draft Statement of Intent

Moved: Cr Wethey

Seconded: Mayor Smith

That the Audit, Risk and Finance Committee:

- o) Notes Local Government Funding Agency's draft Statement of Intent for 2020/2021.

Carried

2.9 Quarterly finance report

Moved: Cr Wethey

Seconded: Cr Wills

That the Audit, Risk and Finance Committee:

- p) Notes the quarterly finance report at 31 January 2020.

Carried

4. Closure

4.1 Karakia

Mayor Smith closed the meeting with a karakia.

Meeting closed at 2:39 p.m.

Confirmed	11 June 2020
Chair	Stana Pezic
Kaipara District Council	

Confirmed

Minutes of the Ordinary meeting of the Awards and Grants Committee

Date: 29 June 2020
Time: 1:00 p.m. – 3:36 p.m.
Location: Conference Room, Northern Wairoa Memorial Hall,
Dargaville

Members present: Councillor Peter Wethey (Chair)
Councillor Victoria del la Varis-Woodcock
Councillor Karen Joyce-Paki
Councillor Mark Vincent

1. Opening

1.1 Opening karakia

Cr Joyce-Paki opened the meeting with a karakia.

1.2 Apologies

Nil.

1.3 Confirmation of agenda

Moved: Cr Joyce-Paki

Seconded: Cr Vincent

That the agenda for the 29 June 2020 meeting be confirmed, noting the supplementary documents (additional quotes and financials) were circulated to members separately and is available to the public upon request.

Carried

1.4 Conflict of interest declaration

Member	Item
Cr Vincent	4.1 Community Grants 2020/21 <ul style="list-style-type: none">▪ Linking Hands - member▪ Ruawai Promotions – contributor to newsletter▪ Otamatea Kauri & Pioneer Museum Board - former board member and current volunteer [Cr Vincent declared a conflict of interest and withdrew from the room during this

	part of the discussion and did not vote on whether to grant funds to this application].
Cr Joyce-Paki	4.1 Community Grants 2020/21 <ul style="list-style-type: none"> ▪ Ripia marae - family connection ▪ Dargaville Youth - immediate family member is a youth education officer.

2. Presentations

Nil.

3. Confirmation of minutes

3.1 Awards and Grants Committee minutes 11 December 2019

Moved: Cr del la Varis-Woodcock

Seconded: Cr Joyce-Paki

That the Awards and Grants Committee:

- a) Confirms that the minutes of the Awards and Grants Committee meeting held 11 December 2019 are a true and correct record.

Carried

4. Decision

4.1 Community Grants 2020/21: Summary of Applicants

[Secretarial note: Crs Joyce-Paki and Vincent disclosed their involvement in various applicant community organisations (see 1.4 above).

Cr Vincent declared a conflict of interest on the Otamatea Kauri & Pioneer Museum Board application and withdrew from the room during this part of the discussion and did not vote on whether to grant funds to this application.]

Moved: Cr Joyce-Paki

Seconded: Cr del la Varis-Woodcock

That the Awards and Grants Committee:

- a) Awards grants to the following applicants:

Applicant	Purpose	Amount
Otamatea Kauri & Pioneer Museum Board	All costs for the provision of new signage for new education and environment project	\$ 2,920.00

Carried

Moved: Cr Wethey

Seconded: Cr Vincent

b) Awards grants to the following applicants:

Applicant	Purpose	Amount
Dargaville Menz Shed Trust	Yearly rental	\$6,900.00
Dargaville Youth Charitable Trust	Approx. 50 T-shirts for youth involved in programme (GST exclusive amount)	\$2,173.00
Dargaville Scout Group	Insurance premium \$2,225.00, power charges \$1,100	\$3,325.00
Hakaru Community Hall & Domain Society Inc	Install a second water tank, upgrade spouting and pipe work to connect tank \$2,868.74, replace/upgrade plumbing to men's urinals \$2,483.04, replace toilets with water saving cisterns \$3,009.60	\$8,361.38
Kauri Coast Promotion Society Inc	I-Site brochure display	\$1,254.00
Kellys Bay Improvement Society Inc	To complete working section of gabion wall	\$7,416.75
Kumarani Productions	Rental costs	\$3,965.16
Linking Hands	Costs to cover three months maintenance on vehicles	\$3,000.00
Maungaturoto Centennial Community Centre	Insurance \$7,731, rates \$4,550 and water rates approx. \$434 (less \$500 to be referred to COVID-19 business support rates grant)	\$11,781.00
Maungaturoto Playcentre	Towards Shade Sail	\$3,000.00
Matakohe Community Group Inc	Repair 9 relay synthetic turf for sports	\$4,990.00
Northern Wairoa Genealogy	To purchase 25x A4 clearfiles - \$574.75 and 10 x A3 clearfiles - \$169.90	\$744.65
Northern Wairoa Maori Maritime & Pioneer Museum Inc	Partial contribution to insurance costs	\$10,000.00
North Rodney Blue Light Ventures Inc	Bus transportation to Annual Blue Light Rainbows End Fun Day 2020 (GST exclusive amount)	\$1,872.83
Ripia Marae	Hand sanitizer units and refills \$1,578.80, Bog Doc waste management for septic cleanse and grease trap \$525.00	\$2,103.80
Ruawai Community Sports	Predicted repairs and maintenance costs (rates costs to be referred to COVID-19 business support grant)	\$6,764.00
Ruawai Promotions	Costs of printing for the Ruawai Rambler (1 year only)	\$787.50
Taipuha Hall	To paint the Hall exterior	\$10,000.00
Te Roroa Charitable Trust	Glass crusher, can crusher insert, 2 wheelie bins	\$6,777.00
Whitebait Connections	Towards the Kai iwi Lakes Open Day in 2021	\$1,800.00
Total granted (including \$ 2,920.00 granted for Otamatea Kauri & Pioneer Museum Board)		\$ 99,936.07

Carried

5. Closure

5.1 Closing karakia

Cr del la Varis-Woodcock closed the meeting with a karakia.

The meeting closed at 3:36 p.m.

Confirmed 09 July 2020
Chair Councillor Peter Wethey
Kaipara District Council

Confirmed

Kaipara District Licensing Committee

Annual Report 2019/20 - Adoption

Meeting: Kaipara District Council
Date of meeting: 26 August 2020
Reporting officer: Gavin Dawson, Governance Advisor

Purpose/Ngā whāinga

To adopt the Kaipara Territorial Authority Report 2019/2020, under s.19 of the Sale and Supply of Alcohol (Fees) Regulations 2013 (the “Regulations”).

Recommendation/Ngā tūtohunga

That the Kaipara District Council:

- a) Approves the report ‘Kaipara Territorial Authority Annual Report 2019/20’ for public release.

Discussion/Ngā kōrerorero

Each Territorial Authority must provide an annual report (the “Report”) which accounts for the costs of giving effect to the Act. The proposed Report (**Attachment A**) covers the period 01 July 2019 to 30 June 2020. The Report has been drafted by the Licensing Team.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council’s Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

If adopted, the Report will be forwarded to the Alcohol Regulatory and Licensing Authority and publicised on the Council’s website.

Attachments/Ngā tapiritanga

	Title
A	Draft Annual Report - Kaipara District Licensing Committee Proceedings for the period 01 July 2019 to 30 June 2020.
B	2019 / 2020 Data and information summary.

Kaipara Territorial Authority

Annual Report - Kaipara District Licensing Committee Proceedings for the period 01 July 2019 to 30 June 2020

Introduction

The Kaipara Territorial Authority presents the following report pursuant to s.19 of the Sale and Supply of Alcohol (Fees) Regulations 2013. It outlines the Territorial Authority's (TA) proceedings and operations during the period 01 July 2019 to 30 June 2020 and gives an accounting for expenditure incurred with regard to the administration of the legislative requirements under the Sale and Supply of Alcohol Act 2012.

1 Overview of the Territorial Authority's Workload

1.1 Changes to Territorial Authority's Structure and Personnel

- From 19 December 2013, with the full implementation of the Sale and Supply of Alcohol Act 2012, all applications received are required to be placed before and determined by the Kaipara District Licensing Committee (DLC).
- Council continues to conduct its day-to-day business with administrative staff based at Kaipara District Council's (KDC) service centre at Mangawhai. From 11 July 2016, the role of Licensing Inspector was brought back "in-house". This position was formerly satisfied on a contractual basis between Council and the Northland District Health Board (NDHB). Council's Regulatory Team Leader Licensing continues to hold the appointment of Chief Licensing Inspector pursuant to s.197 (5) of the Act.

1.2 Staff training undertaken relating to the Sale and Supply of Alcohol Act 2012

- The administration staff have not undertaken any formal training courses over the past year. In-house training throughout the year continues to provide an upskill on a knowledge sharing basis. Staff training remains a learning curve with a "hands on" approach rather than formal training by external providers. It is critical new administration team members are provided in depth training that is essential for quality control and professional performance. Success in this aspect is reflected by the timely processing of all alcohol applications which currently averages out at 14 working days.

1.3 Noticeable increase or decrease in the TA's business

- A review of the past history for the last four years identifies the following trends:

Year ending 30 June	Applications received	New premises	District Licensing application and annual fees collected
2017	216	2	\$117,962.40
2018	197	0	\$103,674.80
2019	181	1	\$87,802.50
2020	188	1	\$91,755.05

- Compared with previous years, there is a slight upward trend with regard to applications received by the Territorial Authority. During 2019/2020 this also reflects a comparative

increase in revenue received for licensing administration. Three premises have changed hands during this year which is comparative with the previous 2018/2019 financial year. Two new premises have been licensed within Kaipara district during the past fiscal year.

- Revenue paid to the Territorial Authority for application fees and annual fees continues to partly finance the inspectorate, administrative and committee components with regard to the preparing of all applications which must be determined by the District Licensing Committee.
- A schedule of applications received is compiled and sent to the Alcohol Regulatory and Licensing Authority (ARLA) in Wellington on a monthly basis, together with a remittance to cover the proportion of fees due in terms of the Sale and Supply of Alcohol (Fees) Regulations SR 2013/452;
- Fees paid to ARLA for 2018/2019 totalled \$7,291.00;
- DLC expenditure – the Chair and members and associated costs for the 2019-2020 financial year totalled \$7,374.10.
- Administration – Salaries (or parts thereof) of those administering the alcohol legislation within Council has not altered and equates to \$88,032.
- Monitoring and administrative team members continue to spend considerable time on scrutinising and auditing the applications received by Council in order to ensure consistency and compliance with the Sale and Supply of Alcohol Act 2012;
- During the review period, there have been four licensed premises that have ceased trading alcohol sales, (three premises ceased trading and one premises was destroyed by fire during January 2020). There are 75 premises currently licensed, of these, seven premises hold both on and off licences, this being a comparative number with previous years.

1.4 Agency meetings or hearings

- Quarterly meetings continue to be held for the Kaipara Alcohol Accord. These meetings are well supported by the licensees who have expressed their desire to continue to meet regularly with agency representation. The meetings are held and hosted at alternating venues to allow maximum licensee attendance across the district. From the agency perspective; the Licensing Inspectors, Police, Medical Officer of Health and Fire Service (Kaipara Management of Alcohol Group representation) continue to work together collaboratively in satisfaction of s.295 of the Sale and Supply of Alcohol Act 2012.

One Controlled Purchase Operation (CPO) was carried out within Kaipara district during the financial year on 14 December 2019. Nineteen premises in total were visited and tested with two resulting sales. Both of the premises and duty managers that failed the CPO have served suspension orders as determined by the Authority. Compliance checks and random visits to all licensed premises within Kaipara continue to be undertaken with a joint agency initiative.

1.5 Noticeable trends or issues faced by the Territorial Authority

- Monitoring and policing the alcohol control areas in the Dargaville, Ruawai and Mangawhai areas continue as per the recently reviewed Policy adopted by Council on 18 December 2018.

2 Territorial Authority Initiatives

2.1 New initiatives adopted or tried by the Territorial Authority

- The Kaipara Alcohol Accord continues to provide a forum where positive relationships are being maintained with the Police, licensees and other agencies. During each 12-month period, an incentive of the Accord group is to deliver one key message to the community with regard to their mission statement. *“As a collective we agree to promote the safe and responsible use of alcohol in the community as outlined in the Sale and Supply of Alcohol Act 2012 and any amendments with the aim of contributing to the reduction in alcohol abuse”.*

3 Sale of Alcohol Policy

3.1 Sale of Alcohol Policy and when last reviewed

- Kaipara district does not have a Local Alcohol Policy (LAP). The Territorial Authority continues to successfully work closely with the Police, Ministry of Health, Fire Service and other agencies to provide a uniform and consistent approach when reporting on applications. In order for Council to consider the implementation of a LAP, there would need to be evidence based statistical data directly linked to alcohol related harm within Kaipara district. To date no evidence has proven conclusive to necessitate the progressing of a LAP for Kaipara district.

4 Enforcement and Inspections

4.1 Alcohol-related Bylaws

- As referred in 1.5 above, the Alcohol Control Bylaw 2018 was passed by Council resolution, and adopted on 18 December 2018. The Alcohol Control areas in Mangawhai, Dargaville, Ruawai, Kaihu, Aranga, Omamari, Bayllys, Glinks Gully, Pouto and Te Kopuru continue to be monitored and policed as necessary.

4.2 Summary of inspections undertaken of licensed premises

From 01 July 2019 all compliance checks were undertaken by warranted officers appointed by Council. Licensed premises have been subject to inspections as and when required with the aim of visiting 100% of all licensed premises annually. 98% of all premises were checked during this past year but reported at 100% as two premises did not require inspections because they are privately based and operate as remote (website based) sellers.

- The total number of inspections of Licensed Premises conducted during the year was 71. No inspections were undertaken during April and May 2020 due to COVID-19 lockdown.

5 Liaison with Other Agency Groups

5.1 Liaison Group Meetings

- As referred in 1.4 above, the Territorial Authority representation at inter-agency meetings namely, Kaipara Management of Alcohol Group, with Kaipara hosting regular meetings;
- As referred in 2.1 above, the Kaipara Alcohol Accord also continues to meet quarterly with enthusiasm. Attendance is strong from a cross-selection of licensees representing hotels, taverns, restaurants and clubs. The Territorial Authority continues to facilitate the meetings and to encourage the Accord Committee with their innovative and creative ideas targeting the reduction in alcohol related harm within the community.

5.2 Joint initiatives

- As referred in 1.4 above, under the supervision of the Police, one Controlled Purchase Operation was carried out within Kaipara district during the 2019/2020 financial year with two sales to minors.
- The Territorial Authority continues to work closely with the Environmental Health Officers, Licensing Inspectors, Police, Public Health and the Fire Service in relation to inspections and any complaints lodged with the Territorial Authority. General checks for compliance are undertaken during both scheduled and impromptu visits to licensed premises. Joint agency/licensee meetings are held regularly to resolve any issues of concern and any remedial actions deemed necessary.

6 Statistical Information

6.1 Annual return to the Alcohol Regulatory and Licensing Authority (ARLA)

- A quantitative return (**Attachment A**) is prepared annually and furnished as requisite to the TA.

7 Current listing of licensed premises

The list of currently licensed premises within Kaipara district is included and circulated with this report (**Attachment B**).

Conclusion

The Alcohol administration team continues to explore business improvement opportunities to ensure the continued timely processing of all applications. The formative setting of a regular weekly hearing date for unopposed applications for determination by the Committee Chair continues to provide for streamlined administrative procedures. Processing timeframes remain steady at an average 14 working days. Tangible efficiency gains and overall professional performance remain a high priority as Kaipara District Council continues to be portrayed as a high performing organisation.

TERRITORIAL AUTHORITY: Kaipara District

Return for Year Ending 30 June 2020

On-licence, off-licence and club licence applications received:

Application Type	Number in received fee category: Very Low \$368.00 @ \$17.25	Number in received fee category: Low \$609.50 @ 34.50	Number in received fee category: Medium \$816.50 @ 51.75	Number in received fee category: High \$1,023.50 @ \$86.25	Number in received fee category: Very High \$1,207.50 @ \$172.50
On-licence new			2		
On- licence variation					
On-licence renewal		4	7		
Off-licence new	1	2	2		
Off-licence variation			1		
Off-licence renewal			8		
Club licence new	1				
Club licence variation					
Club licence renewal	5		1		
Total number	7	6	21		
Total fees paid to ARLA (GST incl)	\$120.75	\$207.00	\$1,086.75	\$	\$

Annual fees for existing licences received:

Application Type	Number in received fee category: Very Low \$161.00 @ \$17.25	Number in received fee category: Low \$391.00 @ \$34.50	Number in received fee category: Medium \$632.50 @ 51.75	Number in received fee category: High \$1,035.00 @ 86.25	Number in received fee category: Very High \$1,437.50 @ \$172.50
On-licence	2	7	18		
Off-licence	3	1	23	1	
Club licence	17	4			
Total number	22	12	41	1	
Total fees paid to ARLA (GST incl)	\$379.50	\$414.00	\$2,121.75	\$86.25	\$

Manager's certificate applications received:

	Number received
Manager's certificate new	25
Manager's Certificate renewal	75
Total number @ \$28.75	100
Total Fee paid to ARLA (GST incl)	\$2,875.00

Special Licences applications received:

Number of special licences received in:	Class 1 \$575.00	Class 2 \$207.00	Class 3 \$63.25
	4	17	29

Temporary Authority applications received: 4

Permanent club charter payments received: 0

Total fees payable to ARLA for Year Ending 30 June 2020: \$7,291.00

Electoral voting systems – 2022 local body elections

Meeting: Kaipara District Council
Date of meeting: 26 August 2020
Reporting officer: Gavin Dawson, Governance Advisor

Purpose/Ngā whāinga

To seek a decision on the type of electoral system to be used in the 2022 and 2025 Local Government elections.

Recommendation/Ngā tūtohunga

That the Kaipara District Council:

- a) Agrees to retain the Single Transferable Voting (STV) electoral system for the 2022 and 2025 Local Government elections. OR
- b) Agrees to introduce the First Past the Post (FPP) electoral system for the 2022 and 2025 Local Government elections. OR
- c) Agrees to hold poll of electors is held on which electoral system is to be used for the next two triennial elections.

Context/Horopaki

The Local Electoral Act 2001 (the Act) requires the Council to consider what type of electoral system will be used for the 2022 local body elections. This review must be completed by 12 September 2020.

The Act provides three options on the matter:

- The Single Transferable Voting (STV) electoral system is retained; or
- The First Past the Post (FPP) electoral system is re-introduced; or
- A poll of electors is held on which electoral system is to be used for the next two triennial elections. This approach would cost approximately \$30-\$40k and funding has not been allocated for this.

Discussion/Ngā kōrerorero

The primary report for this agenda item has been prepared by the Council Electoral Officer (Attachment A).

The report provides a comprehensive overview of:

- What is required of the Council (section 3.1)
- The electoral options available (section 3.2)
- Processes for selecting each item (section 3.2)
- The timeframes which apply (appendix 1).

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The Council will need to consider and decide the process and voting system that they would like to use for the 2022 local body elections. Council staff will then process the decision with the relevant government agencies and the Kaipara District Council Electoral Officer.

Attachments/Ngā tapiritanga

	Title
A	Electoral Officers report on local government election voting systems



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Title: Electoral Systems

Report to: Kaipara District Council

Author: Dale Ofoske, Electoral Officer

Date: 11 June 2020

1.0 Summary and conclusions

The Local Electoral Act 2001 provides for Council in 2020 to consider for the 2022 elections the electoral system to be used.

This review must be completed by 12 September 2020 and is to consider whether:

- the Single Transferable Voting (STV) electoral system is retained; or
- the First Past the Post (FPP) electoral system is re-introduced; or
- a poll of electors is held on which electoral system is to be used for the next two triennial elections.

3.0 Narrative

3.1 Background

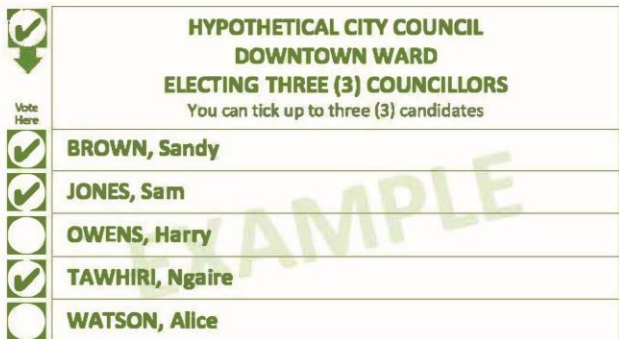
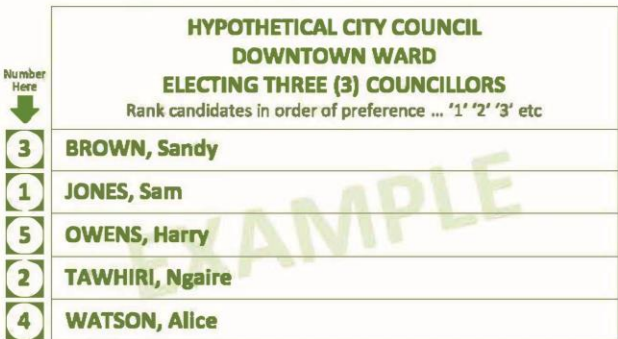
The Local Electoral Act 2001 (LEA) provides for greater flexibility and local choice in several electoral related matters, one being the choice of electoral system (STV or FPP) for the 2020 elections.

Consideration is required by 12 September 2020 and a public notice required by 19 September 2020.

3.2 Electoral System

Council has used the STV electoral system since 2004 and now has the opportunity to review the electoral system to be used for the 2022 elections.

A table comparing FPP and STV (as used in a territorial authority's electoral system poll and approved by DIA) follows.

COMPARING FPP AND STV	
<p>A typical FPP voting document could look like this</p> <div>  <p>The image shows a sample FPP voting document for the Hypothetical City Council Downtown Ward. It instructs voters to tick up to three candidates. The candidates listed are BROWN, Sandy; JONES, Sam; OWENS, Harry; TAWHIRI, Ngaire; and WATSON, Alice. The first three have their boxes ticked.</p> </div>	<p>A typical STV voting document could look like this</p> <div>  <p>The image shows a sample STV voting document for the Hypothetical City Council Downtown Ward. It instructs voters to rank candidates in order of preference using numbers 1, 2, 3, etc. The candidates listed are BROWN, Sandy; JONES, Sam; OWENS, Harry; TAWHIRI, Ngaire; and WATSON, Alice. The rankings are: BROWN (3), JONES (1), OWENS (5), TAWHIRI (2), and WATSON (4).</p> </div>
FPP	STV
FPP has long been widely used in New Zealand, is familiar and is generally easy to understand.	STV is currently used in Australia, United States, Ireland and Malta. Along with all the DHBs it is also being used by eleven New Zealand Councils in 2019. STV is also used by companies like Fonterra, to select board members.
Each voter is able to cast one vote for each vacancy to be filled. Voters place a tick beside the name of the candidate or candidates they wish to vote for.	Each voter gets one vote, no matter how many vacancies. Voters rank candidates in order of preference - "1" beside their most preferred candidate "2" beside the second-most preferred candidate, and so on. Voters do not have to rank all candidates, but must use consecutive numbers.
The candidate who receives the most votes is elected. Where there is more than one vacancy, the candidates (equal to the number of vacancies) who receive the most votes are elected.	A candidate must reach the quota to be elected. Where there is more than one vacancy, the candidates (equal to the number of vacancies) who reach the quota are elected.
FPP is not a form of proportional representation. Each tick is counted as a vote for that candidate and the candidate or candidates with the most votes are elected. A candidate may be elected by a small margin.	STV is a proportional electoral system. Proportional systems are intended to provide more effective representation for all significant points of view, although it cannot be guaranteed that STV will provide an increased diversity of representation.
A candidate may receive more votes than they need to get elected.	A candidate would not receive more votes than they would need to get elected, as surplus votes are transferred to the next preference.
Some voters may not have supported any of the candidates who get elected.	If voters rank every candidate, they are likely to have supported at least one successful candidate.
Where political parties or organised political groupings contest the elections, and there are say 3 vacancies, voters can vote for the 3 candidates representing a political party or organised political group ("block" voting). This can result in all candidates from a political party or organised political group being elected.	STV can moderate "block" voting as voters can rank every candidate therefore making it more difficult for all candidates from a political party or organised political group to be elected.

The process that Council can follow to determine its electoral system is:

- (i) Council can resolve which electoral system is to be used, with a required public notice;
- (ii) five per cent of electors can demand a poll at any time;
- (ii) Council can choose to hold a poll, irrespective of whether or not a poll is demanded by electors.

(I) COUNCIL TO RESOLVE WHICH ELECTORAL SYSTEM IS TO BE USED

Council can resolve to retain the current electoral system (STV) or resolve to change the electoral system to FPP. Such a resolution must be made no later than 12 September 2020 (two years prior to the next triennial election) unless it decides to hold a poll of electors prior to the 2022 elections.

Any such resolution changing the electoral system would take effect for the 2022 and 2025 elections, and continue in effect until either Council resolves otherwise, or a poll of electors is held.

(II) ELECTORS' RIGHT TO DEMAND A POLL

Under section 28 of the LEA, Council **must** give public notice, by 19 September 2020, of the right of electors to demand a poll on the electoral system to be used for the 2022 elections. If Council passes a resolution under section 27 of the LEA to change the electoral system from STV to FPP the public notice must include:

- (a) notice of that resolution; and
- (b) a statement that a poll is required to countermand that resolution.

Section 29 of the LEA allows 5% of the electors enrolled at the previous triennial election to demand a binding poll be held on which electoral system is to be used for the next two triennial elections. The poll demand must be made in writing to the Chief Executive by a number of electors equal to or greater than 5% of the electors (790 electors) and can be made anytime, but to be effective for the 2022 elections, must be made by 21 February 2021.

If a valid demand for a poll is received after 21 February 2021, a poll must be held after 21 May 2021 (e.g. with the 2022 elections), the outcome effective for the 2025 and 2028 elections.

(III) COUNCIL MAY DECIDE TO HOLD A POLL OF ELECTORS

Council can decide to hold a poll of electors at any time (section 31 of the LEA), but to be effective for the 2022 elections, must decide no later than 21 February 2021, irrespective of whether a valid demand has been received, or the time has expired for electors to demand a poll.


Public notice of the poll must be given as soon as practicable after the resolution and the poll itself must be completed by 21 May 2021 (to be effective for the 2022 elections).

The result of the poll is binding and will determine whether STV or FPP is to be used for at least the next two triennial elections (2022, 2025) and for all subsequent elections until either a further resolution takes effect or a further poll is held.

In the 16 years Council has used the STV electoral system, there appears to have been no issues, with voter turnout in 2019 (42.62%) being about the same as the national average (41.7%), although voter turnout in 2016 was up at 47.75% compared to the national average of 42%. The number of informal votes (votes unable to be counted) remained minimal for the 2019 mayoral election (17 or .25%) consistent with 11 or .16% for the 2016 mayoral election.

3.3 Timetable

A recommended timetable is set out in Appendix 1.

	Name and title of signatory	Signature
Author	Dale Ofoske, Electoral Officer	

APPENDIX 1



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2020/2021 ELECTORAL SYSTEM REVIEW TIMETABLE

LEGISLATIVE REQUIREMENTS

By 12 September 2020*	A local authority MAY resolve to change the electoral system (from the system it used at the 2019 general election) for the next two triennial elections.	Section 27 of LEA
By 19 September 2020*	A local authority MUST give public notice that electors may at any time demand that a poll be held on the future electoral system to be used by the local authority for the next two triennial elections, and if a poll outcome is to apply to the next triennial election, a demand for a poll must be received by 21 February 2021. If a resolution has been made by a local authority by 12 September 2020, this must be included in the notice.	Section 28 of LEA
By 21 February 2021*	IF a demand for a poll that a specified electoral system be used for the next two triennial elections is received by 21 February 2021, a poll must be held by 21 May 2021.	Sections 29 and 30 of LEA
By 21 February 2021*	A local authority MAY also resolve to undertake a poll of electors that a specified electoral system be used for the next two triennial elections.	Section 31 of LEA
By 21 May 2021*	If a successful demand for a poll has been received by 21 February 2021, or a resolution for a poll has been made by a local authority by 21 February 2021 (that a specified electoral system be used for the next two triennial elections), then a poll MUST be held within 89 days of notification.	Section 33 of LEA

* may be earlier than but not later than

Dale Ofsoske, November 2019

Three Waters Reform – Memorandum of Understanding

Meeting: Kaipara District Council
Date of meeting: 26 August 2020
Reporting officer: Jason Marris, GM Transformation and Engagement

Purpose/Ngā whāinga

To decide if Kaipara District Council will participate in the initial stage (Memorandum of Understanding) of the central/local government three waters service delivery reform programme.

Executive summary/Whakarāpopototanga

In July 2020, the Government announced a \$761 million funding package to provide post COVID-19 stimulus to maintain, improve three waters infrastructure, support a three-year programme of reform of local government water service delivery arrangements (reform programme), and support the establishment of Taumata Arowai, the new Waters Services Regulator.

A Joint Central/Local Government Three Waters Steering Committee has been established to provide oversight and guidance to support progress towards reform, and to assist in engaging with local government, iwi/Māori, and other water sector stakeholders on options and proposals.

The reform programme is designed to support economic recovery, and address persistent systemic issues facing the three waters sector, through a combination of:

- stimulating investment, to assist economic recovery through job creation, and maintain investment in water infrastructure renewals and maintenance; and
- reforming current water service delivery, into larger scale providers, to realise significant economic, public health, environmental, and other benefits over the medium to long term.

Initial funding from the stimulus package will be made available to those councils that agree to participate in the first stage of the reform programme, through a Memorandum of Understanding (MoU), Funding Agreement, and approved Delivery Plan. The MoU must be signed by the end of August 2020 which is what this report deals with. The Funding Agreement and Delivery Plan is required to be submitted and approved by the end of September 2020. Funding allocated to Kaipara District Council is \$2.13m with a further \$14.13m provided to the Northland region.

Recommendation/Ngā tūtohunga

That Kaipara District Council:

- a) Agrees to sign the Memorandum of Understanding (MoU) (**Attachment B**)
- b) Delegates the Mayor the authority to sign the Memorandum of Understanding on behalf of the Council
- c) Nominates the Chief Executive as the primary point of communication for the purposes of the Memorandum of Understanding and reform programme (as referred to on page 6 of the MoU).
- d) Delegates decisions about the allocation of regional funding to the Chief Executive, with the understanding that the minimum level of funding to the Council be based upon the formula used to calculate the direct council allocations, and noting that participation by two-thirds of territorial authorities within the Northland region is required to access the regional allocation
- e) Notes that the Memorandum of Understanding cannot be amended or modified by either party, and doing so would void these documents.

- f) Notes that participation in this initial stage is to be undertaken in good faith, but this is a non-binding approach, and the Council can opt out of the reform process at the end of the term of the agreement (as provided for on page 5 of the MoU).
- g) Notes that the Council has been allocated funding of \$2.35m (excluding the regional proportion to be determined), which will be received as a grant as soon as practicable once the signed Memorandum of Understanding and Funding Agreement are returned to the Department of Internal Affairs, and a Delivery Plan has been supplied and approved (as described on page 5 of the MoU).
- h) Notes that staff will report to the September Council meeting for decision on the Funding Agreement and Delivery Plan.

Discussion/Ngā kōrerorero

Issues facing the three waters system, and rationale for reform

Over the past three years, central and local government have been considering the issues and opportunities facing the system for regulating and managing the three waters (drinking water, wastewater, and stormwater).

The Government Inquiry into Havelock North Drinking Water – set up following the serious campylobacter outbreak in 2016 – identified widespread, systemic failure of suppliers to meet the standards required for the safe supply of drinking water to the public. It made a number of urgent and longer-term recommendations to address these significant systemic and regulatory failures.

The Government's Three Waters Review highlighted that, in many parts of the country, communities cannot be confident that drinking water is safe, or that good environmental outcomes are being achieved. This work also raised concerns about the regulation, sustainability, capacity and capability of a system with a large number of localised providers, many of which are funded by relatively small populations.

The local government sector's own work has highlighted similar issues. For example, in 2014, LGNZ identified an information gap relating to three waters infrastructure. A 2015 position paper, argued for a refresh of the regulatory framework to ensure delivery of quality drinking water and wastewater services, and outlined what stronger performance in the three waters sector would look like.

Both central and local government acknowledge that there are many challenges facing the delivery of water services and infrastructure, and the communities that fund and rely on these services. These challenges include:

- Underinvestment in three waters infrastructure in parts of the country, and substantial infrastructure deficits. For example, it is estimated that between \$300 to \$570 million is required to upgrade networked drinking water treatment plants to meet drinking water standards; and up to \$4 billion is required to upgrade wastewater plants to meet new consent requirements. These deficits are likely to be underestimates, given the variable quality of asset management data.
- Persistent funding and affordability challenges, particularly for communities with small rating bases, or high-growth areas that have reached their prudential borrowing limits.
- Additional investment required to increase public confidence in the safety of drinking water, improve freshwater outcomes, and as a critical component of a collective response to climate change and increasing resilience of local communities.

COVID-19 has made the situation even more challenging. Prior to COVID-19, territorial authorities were planning on spending \$8.3 billion in capital over the next five years on water infrastructure. However, COVID-19 is likely to cause significant decreases in revenue in the short term. As a result, borrowing will be constrained due to lower debt limits that flow from lower revenues, and opportunities to raise revenue through rates, fees and charges will be limited.

Progress with three waters regulatory reforms

Progress is being made to address the regulatory issues that were raised by the Havelock North Inquiry and Three Waters Review. The Government is implementing a package of reforms to the three waters regulatory system, which are designed to:

- improve national-level leadership, oversight, and support relating to the three waters – through the creation of Taumata Arowai, a new, dedicated Water Services Regulator;
- significantly strengthen compliance, monitoring, and enforcement relating to drinking water regulation;
- manage risks to drinking water safety and ensure sources of drinking water are protected;
- improve the environmental performance and transparency of wastewater and stormwater networks.

However, regulatory reforms alone will not be sufficient to address many of the persistent issues facing the three waters system. Reforms to service delivery and funding arrangements also need to be explored.

Proposal – central/local government three waters reform programme

At the recent Central/Local Government Forum, central and local government leadership discussed the challenges facing New Zealand's water service delivery and infrastructure, and committed to working jointly on reform. A Joint Central/Local Government Three Waters Steering Committee has been established to provide oversight and guidance to support this work. Terms of reference for this committee are provided at **Attachment A**.

Central and local government consider it is timely to apply targeted infrastructure stimulus investment to enable improvements to water service delivery, progress service delivery reform in partnership, and ensure the period of economic recovery following COVID-19 supports a transition to a productive, sustainable economy.

In July 2020, the Government announced an initial funding package of \$761 million to provide post COVID-19 stimulus, support a three-year programme of reform of local government water service delivery arrangements, and support the establishment and operation of Taumata Arowai.

The reform programme is designed to support economic recovery, and address persistent systemic issues facing the three waters sector, through a combination of:

- stimulating investment, to assist economic recovery through job creation, and maintain investment in water infrastructure renewals and maintenance; and
- reforming current water service delivery, into larger scale providers, to realise significant economic, public health, environmental, and other benefits over the medium to long term.

While the Government's starting intention is for publicly-owned multi-regional models for water service delivery (with a preference for local authority ownership), final decisions on a service delivery model will be informed by discussion with the local government sector and the work of the Joint Steering Committee.

Further information on the reform objectives, and the core design features of any new service delivery model, are provided in pages 3 to 4 of the MoU at **Attachment B**.

Reform process and indicative timetable

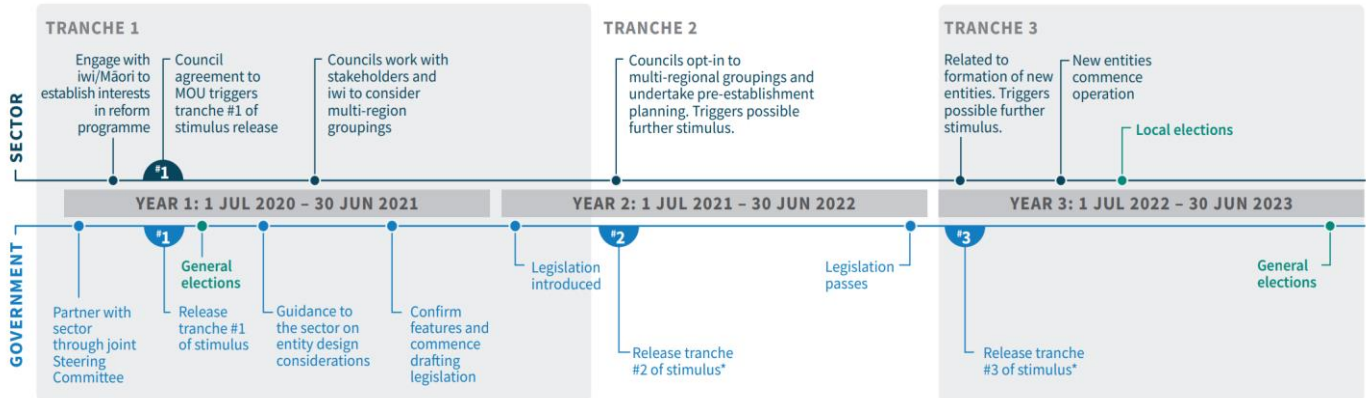
It is a three-year programme to reform three waters service delivery arrangements, which is being delivered in conjunction with an economic stimulus package of Crown investment in water infrastructure. The reform programme will be undertaken in stages.

The initial stage is an opt in, non-binding approach, which involves councils taking the actions and signing the documents described overleaf (MoU, Funding Agreement, and Delivery Plan). Councils that agree to opt in by the end of August 2020 will receive a share of the initial funding package.

Any further tranches of funding will be at the discretion of the Government and may depend on progress against reform objectives.

An indicative timetable for the full reform programme is provided in Diagram 1 below. While this is subject to change as the reforms progress, and subject to future Government budget decisions, it provides an overview of the longer-term reform pathway.

Diagram 1 – Indicative reform timetable



Allocation of the investment package

The Government has determined a notional allocation framework based on a nationally-consistent formula. The amounts provided to Local Authorities is provided at **Attachment C**. The general approach to determining each authority's notional allocation is based on a formula that gives weight to two main factors:

- The population in the relevant council area, as a proxy for the number of water connections serviced by a territorial authority (75 per cent weighting)
- The land area covered by a local authority excluding national parks, as a proxy for the higher costs per connection of providing water services in areas with low population density (25 per cent weighting).

The investment package is structured into two components:

- A direct allocation to each territorial authority, comprising 50% of that territorial authority's notional allocation; and
- A regional allocation, comprising the sum of the remaining 50% of the notional allocations for each territorial authority in the relevant region

The relevant allocations for Kaipara District Council are:

- \$2.35m (excluding GST) direct allocation for Kaipara District Council
- \$14.13m (excluding GST) regional allocation for Northland

The purpose of the Government's regional allocation is to establish collective participation by councils in the reform programme. Each regional group of councils has until 30 September to agree on how best to apportion the regional funds to the individual territorial authorities that make up the region.

The Steering Committee has recommended a preferred approach to the allocation of regional funding, being the same formula that is used to determine the direct allocations to territorial authorities.

Staff recommend delegating decisions about the allocation of regional funding to the Chief Executive, with the understanding that the minimum level of funding to the Council be based upon the formula used to calculate the direct council allocations noting that participation by two-thirds of territorial authorities within the Northland region is required to access the regional allocation

What actions are the Council being asked to take at this point?

The initial stage of the reform programme involves three core elements:

1. Memorandum of Understanding (**Attachment B**);

2. Funding Agreement (**Attachment D**);

3. Delivery Plan (**Attachment E**).

Initial funding will be made available to those councils that sign the MoU, and associated Funding Agreement, and provide a Delivery Plan.

This initial funding will be provided in two components: a direct allocation to individual councils, and a regional allocation. The participating councils in each region are required to agree an approach to distributing the regional allocation.

The MoU is the 'opt in' to the first stage of the reform and stimulus programme. The MoU needs to be signed and submitted by the end of August 2020. The Funding Agreement and Delivery Plan need to be submitted by the end of September 2020, to access the stimulus funding.

Councils that do not opt in by the end August 2020 deadline will not receive a share of the stimulus funding. Councils will still be able to opt in to the reform programme at a later date, but will not have access to the initial funding package, retrospectively.

Memorandum of Understanding

The MoU has been developed by the Steering Group, for each council to enter into with the Crown. This is a standardised document, which cannot be amended or modified by either party.

Signing the MoU commits councils to:

- engage in the first stage of the reform programme – including a willingness to accept the reform objectives and the core design features set out in the MoU;
- the principles of working together with central government and the Steering Committee;
- work with neighbouring councils to consider the creation of multi-regional entities;
- share information and analysis on their three waters assets and service delivery arrangements.

At this point, this is a voluntary, non-binding commitment. It does not require councils to commit to future phases of the reform programme, to transfer their assets and/or liabilities, or establish new water entities.

The MoU is effective from the date of agreement until 30 June 2021, unless terminated by agreement or by replacement with another document relating to the reform programme.

Funding Agreement

This Council has been allocated \$2.35m by the Crown, if it opts in to the reform programme. A further \$14.13m has been allocated to Northland to agree an appropriate distribution between participating Councils. This funding will be provided as a grant, which does not need to be repaid if the Council does not ultimately commit to reform at later stages of the process.

There are several options for how the regional funding could be allocated between councils. The joint central-local government Three Waters Steering Committee preferred approach is to apply the same formula¹ used to calculate the direct allocations. Under this approach, the Council would receive an additional \$2.35m, contributing to a total funding allocation of \$4.7m.

It is recommended that the Council delegates authority to the Chief Executive to agree an appropriate allocation with other participating councils, with the understanding that the Council share of the regional allocation should be \$2.35m at a minimum, noting that participation by two thirds of territorial authorities within the region is to access the regional funding. The Funding Agreement is one of the mechanisms for accessing the funding package. Like the MoU, it is a standardised document, for agreement between each council and the Crown. It cannot be amended.

The Funding Agreement guides the release and use of funding. It sets out:

- the funding amount allocated to the Council;
- funding conditions;
- public accountability requirements, including the Public Finance Act;
- reporting milestones.

¹ Applying a 75% weighting for population and a 25% weighting for land area, excluding national parks.

While there is some local flexibility around how the funding can be applied, the Government has indicated that this investment is intended to support economic recovery, enable improvements in water service delivery, and progress the service delivery reform programme.

The Funding Agreement will be supplemented by a Delivery Plan, which is the document that sets out how the grant funding is to be applied by the Council.

Delivery Plan

The Delivery Plan is the other mechanism for accessing the funding package.

This Delivery Plan must show that the funding allocation is to be applied to operating and/or capital expenditure relating to three waters infrastructure and service delivery, and which:

- supports economic recovery through job creation; and
- maintains, increases, and/or accelerates investment in core water infrastructure renewal and maintenance.

The Delivery Plan is a short-form template, which sets out:

- a summary of the works to be funded, including location, estimated associated costs, and expected benefits/outcomes;
- the number of people to be employed in these works;
- an assessment of how the works support the reform objectives in the MoU;
- reporting obligations.

Our Infrastructure staff are preparing the Delivery Plan and seek approval of this at the September Council meeting. It will then be supplied to Crown Infrastructure Partners (and other organisations as agreed between the Council and Crown) for review and approval. Crown Infrastructure Partners will monitor progress against the Delivery Plan, to ensure spending has been undertaken within public sector financial management requirements.

Options

Option 1 – agree to sign the MoU. This will enable Council to take advantage of the funding being offered and apply this to local work. It will also allow Council to work with the Region for the additional funding component and have a voice in the reform programme. The MoU is non-binding and Council can agree to opt out at a later stage. This is the recommended option.

Option 2 – Not agree to sign the MoU. If this option is decided, Council will forego the funding being offered. Whilst the Council could opt in at a later date, the funding will not be available retrospectively.

Significance and engagement/Hirahira me ngā whakapāpā

This report is asking Council to opt in to a non-binding MoU. This MoU is the first step in providing access to external funding for Council to utilise for work identified through a delivery plan and asks that Council works with central government and neighbouring councils as part of initial reform discussions.

A legal opinion by Simpson Grierson, commissioned by SOLGM on behalf of the Steering Committee, advises that the MoU does not contain any explicit triggers for consultation under the Local Government Act 2002. The legal advice is available at **Attachment F**. Staff have reviewed Kaipara District Council's Significance and Engagement Policy and agree that signing the MoU does not trigger significance in that policy, therefore consultation with the community is not required.

The legal opinion also advises that subsequent decisions may trigger consultation, so specific advice will be provided when those reports are presented to Council.

Next steps/E whaiake nei

If the recommendations are approved, the following will occur:

- The MoU will be signed and provided to Department of Internal Affairs

- Staff will prepare and report the Funding Agreement and Delivery Plan to the September Council meeting for decision.

Attachments/Ngā tapiritanga

	Title
A	Information on the Three Waters Steering Committee
B	Model Memorandum of Understanding
C	Notional funding allocations
D	Three waters stimulus funding agreement
E	Three waters stimulus delivery plan
F	Three waters legal opinion

Terms of Reference

Three Waters Steering Committee

Purpose of this Terms of Reference

This Terms of Reference sets out the mutual intentions and understanding of representatives from the Department of Internal Affairs, Treasury, Local Government New Zealand and the New Zealand Society of Local Government Managers in forming a Steering Committee that will work closely to support a programme of reform for the delivery of three waters services.

Background

Over the past three years central and local government have been considering solutions to challenges facing delivery of three waters services to communities. This has seen the development of new legislation and the creation of Taumata Arowai, the new, independent Water Services Regulator, to oversee and enforce a new drinking water regulatory framework, with an additional oversight role for wastewater and stormwater networks.

While addressing the regulatory issues, both central and local government acknowledge that there are broader challenges facing local government water services and infrastructure, and the communities that fund and rely on these services. There has been underinvestment in three waters infrastructure in parts of the local government sector, persistent affordability challenges, and additional investment required to meet improvement in freshwater outcomes.

The Steering Committee has been convened to ensure that the perspectives, interests and expertise of both central and local government, and of communities throughout New Zealand, are accommodated as reform progresses. This will include periods of engagement with the local government sector, details of which will be provided soon.

The Committee will build on the constructive collaboration modelled by the COVID-19 Local Government Response Unit and will adopt its general principles of regular updates, advice and communications to the sector and other stakeholders as appropriate. There is a shared understanding that a partnership approach will best support the wider community and ensure that any transition to any eventual new arrangements is well managed and as smooth as possible.

Objectives of the reform programme

The following objectives will underpin the reform programme and creation of a new aggregated water services delivery model:

- 1 significantly improving the safety and quality of drinking water services, and the environmental performance of drinking water and wastewater systems (which are crucial to good public health and wellbeing, and achieving good environmental outcomes)
- 2 ensuring all New Zealanders have equitable access to affordable three waters services
- 3 improving the coordination of resources, planning, and unlocking strategic opportunities to consider New Zealand's infrastructure and environmental needs at a larger scale
- 4 increasing the resilience of three waters service provision to both short- and long-term risks and events, particularly climate change and natural hazards

- 5 moving the supply of three waters services to a more financially sustainable footing, and addressing the affordability and capability challenges faced by small suppliers and councils
- 6 improving transparency about, and accountability for, the delivery and costs of three waters services, including the ability to benchmark the performance of service providers
- 7 undertaking the reform in a manner that enables local government to continue delivering on its broader “wellbeing mandates” as set out in the Local Government Act 2002.

Key requirements of the reform programme

Government has agreed that its starting intention is to form multi-regional models for water service delivery to realise benefits of scale in water services delivery to communities. Final decisions on a delivery model will be informed by discussion with the local government sector and the work of the Steering Committee.

The new delivery model will need to include the following safeguards:

- 1 mechanisms that provide for continued public ownership of water infrastructure, and protect against privatisation; and
- 2 mechanisms that provide for the exercise of ownership rights in water services entities that consider the interests of local communities, and which provide for local service delivery.

The Crown will also be undertaking further work to consider and address Treaty-related rights and interests and a plan for working with Treaty partners throughout this programme.

The benefits of aggregation when applied to stormwater are less well established. It is proposed that the merits of including stormwater in the scope of the new delivery model also be examined through the course of the reform.

Role of the Steering Committee

This Steering Committee has been formed to support the design and implementation of this programme of reform.

The Department of Internal Affairs will act as Convenor of the Secretariat for the Steering Committee, providing secretariat support and leading reporting from the Steering Committee to the Minister of Local Government and Three Waters Ministers.

The Steering Committee will work collaboratively and constructively to ensure that the design and implementation of the reform programme and associated activities gives effect to the objectives and key requirements of the Government and local government sector stated above, while bringing the lens of local government expertise and experience to the work.

It is envisaged that the Steering Committee will, at various times, be called on to provide advice on issues, commission and oversee workstreams, test policy development, and support local government and iwi engagement.

Participation in the Steering Committee does not preclude or replace normal decision-making processes by individuals, or their organisations related to the proposed reform.

Timing and key deliverables

The Central Government/Local Government Forum has tasked the Steering Committee with preparing by the end of June:

- 1 A protocol for how the parties to work together on the proposed reform (this Terms of Reference)
- 2 A model Memorandum of Understanding between Crown and councils
- 3 Agreed work programme and process for progressing key policy issues (including, but not limited to, planning efficiency, rights and interests of Māori/Iwi, ownership, governance, funding) and core reform timetable
- 4 Local government sector engagement approach.

After this work is complete, we anticipate an ongoing role for the Steering Committee in supporting the reform programme. The parties will discuss and agree the nature, scope and parameters for this role at the appropriate time and amend this Terms of Reference, if required.

Relationship principles

The Steering Committee will agree an appropriate working pattern, governance structure and reporting arrangements that balance timely delivery with maintaining broad consensus through the development and implementation of the reform programme.

The Steering Committee shall promote a relationship in their dealings with each other, and other parties related to the three waters services reform, based on:

- 1 mutual trust and respect
- 2 openness, promptness, consistency and fairness in all dealings including through adopting a no-surprises approach to any matters related to the reform programme and committing to the agreed communications protocols below
- 3 non-adversarial dealings and constructive problem-solving approaches; and
- 4 working co-operatively and helpfully to facilitate the other parties to perform their roles
- 5 openly sharing information and analysis undertaken to date on the state of the system for delivering three waters services and the quality of the asset base.

Any disputes arising over the course of this programme are to be settled by full and frank discussion within the Steering Committee.

Communications protocols

It is acknowledged that the Central and Local Government parties to the Steering Committee may at times have distinct obligations in terms of communications with respective stakeholders. However, as it works through the programme of reform it is critical for the credibility of the group and the integrity of its processes that it communicates with one voice. Communications channels will be established by the secretariat to provide updates and working group messaging to the local government sector and other stakeholders including the media. Where there is a potential conflict between principles of openness and transparency and confidentiality, working group members will be expected to raise and discuss this with the governance group. Communications will be signed off by the governance group prior to distribution.

Confidentiality

The Steering Committee agrees not to disclose, directly or indirectly, any confidential information received from others through this programme without written consent, unless required by processes under the Official Information Act 1982 or the Local Government Official Information and Meetings Act 1987 (whichever applies), in which case the relevant party is to inform the other party prior to disclosure. Materials will remain confidential to the group unless indicated otherwise as part of a wider communication plan.

Membership

The Three Waters Steering Committee comprises the following members:

Independent Chair: Brian Hanna

Local Government: Rachel Reese (Mayor, Nelson City Council), Alex Walker (Mayor, Central Hawke's Bay District Council), Stuart Crosby (Councillor, Bay of Plenty Regional Council), Bayden Barber (Councillor, Hastings District Council), Vaughan Payne (Chief Executive, Waikato Regional Council), Monique Davidson (Chief Executive, Central Hawke's Bay), Pat Dougherty (Chief Executive, Nelson City Council), Hamish Riach (Chief Executive - Ashburton District Council), Steve Ruru (Chief Executive Officer - Southland District Council), Miriam Taris (Chief Executive, Western Bay of Plenty District Council), Heather Shotter (Chief Executive Officer - Palmerston North City Council), Alastair Cameron (CCO Governance and External Partnerships, Auckland Council), Craig McIlory (General Manager Healthy Waters - Auckland Council)

SOLGM: Karen Thomas (Chief Executive), Kevin Lavery

LGNZ: Jason Krupp (Deputy Chief Executive Advocacy)

DIA officials and advisors: Paul James (Chief Executive, DIA, Secretary for Local Government), Allan Prangnell, Richard Ward, Michael Chatterley, Nick Davis, Natalie McClew

Taumata Arowai: Bill Bayfield (Establishment Chief Executive)

Treasury: Morgan Dryburgh

MODEL

Memorandum of Understanding Three Waters Services Reform

Between the [Sovereign in right of New Zealand acting by and through the Minister of Local Government] and

[Territorial Authority]

Date

PURPOSE

This Memorandum of Understanding (Memorandum) sets out the principles and objectives that the Parties agree will underpin their ongoing relationship to support the improvement in three waters service delivery for communities with the aim of realising significant public health, environmental, economic, and other benefits over the medium to long term. It describes, in general terms, the key features of the proposed reform programme and the Government funding arrangements that will support investment in three waters infrastructure as part of the COVID 19 economic recovery.

BACKGROUND

Over the past three years central and local government have been considering solutions to challenges facing the regulation and delivery of three water services. This has seen the development of new legislation to create Taumata Arowai, the new Water Services Regulator, to oversee and enforce a new drinking water regulatory framework, with an additional oversight role for wastewater and stormwater networks.

While addressing the regulatory issues, both central and local government acknowledge that there are broader challenges facing the delivery of water services and infrastructure, and the communities that fund and rely on these services. There has been regulatory failure, underinvestment in three waters infrastructure in parts of the country, and persistent affordability challenges, and additional investment is required to increase public confidence in the safety of drinking water and to improve freshwater outcomes. Furthermore, investment in water service delivery infrastructure is a critical component of a collective response to climate change and increasing resilience of local communities.

The Parties to this Memorandum consider it is timely to apply targeted infrastructure stimulus investment to enable improvements to water service delivery, progress reform in partnership, and ensure the period of economic recovery following COVID-19 supports a transition to a productive, sustainable economy. Additional funding will be subject to Government decision-making and reliant on the Parties demonstrating substantive progress against the reform objectives. The quantum, timing, conditions, and any other information relating to future funding will be advised at the appropriate time but will likely comprise additional tranches of funding and more specific agreement to key reform milestones.

The reform process and stimulus funding, proposed by Government, is designed to support economic recovery post COVID-19 and address persistent systemic issues facing the three waters sector, through a combination of:

- stimulating investment, to assist economic recovery through job creation, and maintain investment in water infrastructure renewals and maintenance; and
- reforming current water service delivery, into larger scale providers, to realise significant economic, public health, environmental, and other benefits over the medium to long term.

There is a shared understanding that a partnership approach will best support the wider community and ensure that the transition to any eventual new arrangements is well managed and as smooth as possible. This requires undertaking the reform in a manner that enables local government to continue and, where possible, enhance delivery of its broad “wellbeing mandates” under the Local Government Act 2002, while recognising the potential impacts that changes to three waters service delivery may have on the role and functions of territorial authorities.

PRINCIPLES FOR WORKING TOGETHER

The Parties shall promote a relationship in their dealings with each other, and other Parties related to the three waters services reform, based on:

- mutual trust and respect; and
- openness, promptness, consistency and fairness in all dealings and communication including through adopting a no-surprises approach to any matters or dealings related to the reform programme; and
- non-adversarial dealings and constructive problem-solving approaches; and
- working co-operatively and helpfully to facilitate the other Parties perform their roles; and
- openly sharing information and analysis undertaken to date on the state of the system for delivering three waters services and the quality of the asset base.

This Memorandum is intended to be non-binding in so far as it does not give rise to legally enforceable obligations between the Parties.

REFORM OBJECTIVES AND CORE DESIGN FEATURES

By agreeing to this Memorandum, the Parties agree to work constructively together to support the objectives of the three waters service delivery reform programme.

The Parties agree that the following objectives will underpin the reform programme and inform the development of reform options/proposals:

- significantly improving the safety and quality of drinking water services, and the environmental performance of drinking water and wastewater systems (which are crucial to good public health and wellbeing, and achieving good environmental outcomes);
- ensuring all New Zealanders have equitable access to affordable three waters services;
- improving the coordination of resources, planning, and unlocking strategic opportunities to consider New Zealand's infrastructure and environmental needs at a larger scale;
- increasing the resilience of three waters service provision to both short- and long-term risks and events, particularly climate change and natural hazards;
- moving the supply of three waters services to a more financially sustainable footing, and addressing the affordability and capability challenges faced by small suppliers and councils;
- improving transparency about, and accountability for, the delivery and costs of three waters services, including the ability to benchmark the performance of service providers; and
- undertaking the reform in a manner that enables local government to further enhance the way in which it can deliver on its broader "wellbeing mandates" as set out in the Local Government Act 2002.

In addition to these objectives, the Parties recognise that any consideration of changes to, or new models for, water service delivery arrangements must include the following fundamental requirements and safeguards:

- mechanisms that provide for continued public ownership of water service delivery infrastructure, and protect against privatisation; and
- mechanisms that provide for the exercise of ownership rights in water services entities that consider the interests and wellbeing of local communities, and which provide for local service delivery.

The Parties also recognise the reform programme will give rise to rights and interests under the Treaty of Waitangi and both Parties acknowledge the role of the Treaty partner. This includes maintaining Treaty settlement obligations and other statutory rights including under the Resource Management Act 1991 and the Local Government Act 2002. The outcome of discussions with iwi/Māori will inform design of appropriate mechanisms to reflect Treaty interests. This will include clarity of roles and responsibilities.

The Parties agree to work together to identify an approach to service delivery reform that incorporates the objectives and safeguards noted above, and considers the following design features as a minimum:

- water service delivery entities, that are:
 - of significant scale (most likely multi-regional) to enable benefits from aggregation to be achieved over the medium to long-term;
 - asset owning entities, with balance sheet separation to support improved access to capital, alternative funding instruments and improved balance sheet strength; and
 - structured as statutory entities with appropriate and relevant commercial disciplines and competency-based boards;
- delivery of drinking water and wastewater services as a priority, with the ability to extend to stormwater service provision only where effective and efficient to do so; and
- publicly owned entities, with a preference for collective council ownership;
- mechanisms for enabling communities to provide input in relation to the new entities.

The Parties acknowledge that work will also be undertaken to develop a regulatory framework, including mechanisms to protect the interests of consumers.

FUNDING ARRANGEMENTS

The Government has indicated its intention to provide funding to stimulate investment to enable improvements in water service delivery, support economic recovery and progress Three Waters Services Reform. The quantum of funding available for the Council (and each participating Council) will be notified by Government prior to signing this Memorandum.

Funding will be provided as soon as practicable following agreement to this Memorandum and the associated Funding Agreement and Delivery Plan. The Delivery Plan will need to show that the funding is to be applied to operating or capital expenditure on three waters service delivery (with the mix to be determined by the Council) that:

- supports economic recovery through job creation; and
- maintains, increases and/or accelerates investment in core water infrastructure renewals and maintenance.¹

The Delivery Plan will be based on a simple template and will include a summary of projects, relevant milestones, costs, location of physical works, number of people employed in works, reporting milestones and an assessment of how it supports the reform objectives set out in this Memorandum.

The Delivery Plan will be supplied to Crown Infrastructure Partners, and other organisations as agreed between the Parties, who will monitor progress of application of funding against the Delivery Plan to ensure spending has been undertaken consistent with public sector financial management requirements.

Agreement to this Memorandum and associated Funding Agreement and Delivery Plan are required prior to the release of Government funding. The Council will have the right to choose whether or not they wish to continue to participate in the reform programme beyond the term of the Memorandum.

FUTURE AGREEMENTS

The Parties may choose to enter other agreements that support the reform programme. These agreements will be expected to set out the terms on which the Council will partner with other councils to deliver on the reform objectives and core design features, and will include key reform milestones and detailed plans for transition to and establishment of new three waters service delivery entities.

PROGRAMME MANAGEMENT

The Government will establish a programme management office and the Council will be able to access funding support to participate in the reform process.

The Government will provide further guidance on the approach to programme support, central and regional support functions and activities and criteria for determining eligibility for funding support. This guidance will also include the specifics of any information required to progress the reform that may be related to asset quality, asset value, costs, and funding arrangements.

TERM

This Memorandum is effective from the date of agreement until 30 June 2021 unless terminated by agreement or by replacement with another agreement related to the reform programme.

¹ Maintains previously planned investment that may have otherwise deferred as a result of COVID-19.

INTERACTIONS, MONITORING, INFORMATION AND RECORDS

The Parties nominate the following representatives to act as the primary point of communication for the purposes of this Memorandum and any other purpose related to the reform programme.

Government’s representative	Council
[As delegated]	[Chief Executive of the Council]

It is the responsibility of these representatives to:

- work collaboratively to support the reform objectives;
- keep both Parties fully informed;
- act as a first point of reference between Parties and as liaison persons for external contacts; and
- communicate between Parties on matters that arise that may be of interest to either party.

If the contact person changes in either organisation, the other party’s contact person must be informed of the new contact person immediately and there should be an efficient transition to ensure the momentum of the reform process is not undermined.

CONFIDENTIALITY

Neither of the Parties is to disclose, directly or indirectly, any confidential information received from the other party to any third party without written consent from the other party, unless required by processes under the Official Information Act 1982 or the Local Government Official Information and Meetings Act 1987 (whichever applies), or under a Parliamentary process- such as following a Parliamentary question, in which case the relevant party is to inform the other party prior to disclosure. Protocols will be established to enable exchange information between Councils where that is consistent with progressing reform objectives.

DISPUTE RESOLUTION

Any dispute concerning the subject matter of this document is to be settled by full and frank discussion and negotiation between the Parties.

.....
SIGNED on behalf of the Crown

by [insert name - DELETE TEXT]

[Sovereign in right of New Zealand acting by
and through the Minister of Local
Government]:

.....
SIGNED by [insert name of the Mayor of the
Territorial Authority signing - DELETE TEXT] on
behalf of [Territorial Authority]

.....
SIGNED by [insert name of the Chief Executive
of the Territorial Authority signing - DELETE
TEXT] on behalf of [Territorial Authority]

.....
Witness signature

Witness name [insert name - DELETE TEXT]
Witness occupation [insert occupation -
DELETE TEXT]

Witness address [insert address - DELETE
TEXT]

.....
Witness signature

Witness name [insert name - DELETE TEXT]
Witness occupation [insert occupation
- DELETE TEXT]

Witness address [insert address - DELETE
TEXT]

Notional Funding Allocations

Region	Territorial Authority	Notional allocations		Total (\$m)
		TA allocation (\$m)	Regional allocation (\$m)	
Northland	Far North District Council	5.90	14.13	28.26
	Whangarei District Council	5.89		
	Kaipara District Council	2.35		
Waikato	Thames-Coromandel District Council	2.40	33.30	66.61
	Hauraki District Council	1.53		
	Waikato District Council	5.67		
	Matamata-Piako District Council	2.47		
	Hamilton City Council	8.73		
	Waipā District Council	3.41		
	Ōtorohanga District Council	1.25		
	South Waikato District Council	1.94		
	Waitomo District Council	1.75		
	Taupō District Council	4.16		
Bay of Plenty	Western Bay of Plenty Council	3.46	21.12	42.23
	Tauranga City Council	7.46		
	Rotorua District Council	4.71		
	Whakatāne District Council	3.49		
	Kawerau District Council	0.39		
	Ōpōtiki District Council	1.60		
Gisborne	Gisborne District Council	5.52	5.52	11.04
Hawke's Bay	Wairoa District Council	11.04	50.00	
	Hastings District Council	15.36		
	Napier City Council	12.51		
	Central Hawke's Bay District Council	11.09		
Taranaki	New Plymouth district	5.05	8.95	17.89
	Stratford district	1.19		
	South Taranaki district	2.70		
Manawātū-Whanganui	Ruapehu district	2.80	20.27	40.54
	Whanganui district	3.16		
	Rangitikei district	2.41		
	Manawatu district	2.54		
	Palmerston North city	4.67		
	Tararua district	2.51		
	Horowhenua district	2.17		

Notional Funding Allocations

Region	Territorial Authority	Notional allocations		Total (\$m)
		TA allocation (\$m)	Regional allocation (\$m)	
Wellington	Kapiti Coast district	3.13	29.90 (including Greater Wellington Regional Council)	59.80
	Porirua city	3.09		
	Upper Hutt city	2.55		
	Lower Hutt city	5.70		
	Wellington city	10.89		
	Masterton district	2.20		
	Carterton district	0.92		
	South Wairarapa district	1.42		
Tasman-Nelson-Marlborough	Tasman district	4.89	14.01	28.02
	Nelson city	2.86		
	Marlborough district	6.26		
West Coast	Buller district	2.27	7.62	15.25
	Grey district	1.92		
	Westland district	3.43		
Canterbury	Kaikoura district	0.94	50.00	100.00
	Hurunui district	3.75		
	Waimakariri district	4.01		
	Christchurch city	20.26		
	Selwyn district	5.33		
	Ashburton district	3.99		
	Timaru district	3.43		
	Mackenzie district	2.56		
	Waimate district	1.68		
	Waitaki district	3.73		
	Chatham Islands territory	0.32		
Otago	Central Otago district	4.73	20.60	41.20
	Queenstown-Lakes district	4.74		
	Dunedin city	7.92		
	Clutha district	3.20		
Southland	Southland district	7.03	11.15	22.31
	Gore district	1.10		
	Invercargill city	3.02		

FUNDING AGREEMENT

BETWEEN

DEPARTMENT OF INTERNAL AFFAIRS

AND

[NAME OF RECIPIENT]

FOR

THREE WATERS SERVICES REFORMS

AGREEMENT

The parties (identified below in Part 1) agree to be bound by the terms and conditions of this Agreement, as set out below in Part 1 (Key Details), Part 2 (General Terms), Part 3 (Definitions and Construction) and the Schedule (Payment Request).

PART 1: KEY DETAILS

- | | |
|-------------------------------|---|
| 1 Parties | <p>The Sovereign in right of New Zealand, acting by and through the Chief Executive of the Department of Internal Affairs (DIA)</p> <p>[NAME OF RECIPIENT] (Recipient)</p> |
| 2 Background | <p>The New Zealand Government is undertaking a reform programme for “Three Waters” (drinking water, wastewater and stormwater) service delivery for communities (Three Waters Reform Programme). In conjunction with the Three Waters Reform Programme, the New Zealand Government is investing in water service delivery. The investment’s objectives are to:</p> <ol style="list-style-type: none">1. improve the safety and quality of drinking water services, and the environmental performance of drinking water and wastewater systems, by maintaining, increasing or accelerating investment in core water infrastructure renewals and maintenance; and2. support New Zealand’s economic recovery from the COVID-19 pandemic through job creation, by enabling investment to continue at a time when council revenues are uncertain and they face immediate cashflow challenges. <p>The New Zealand Government has mandated DIA to manage the provision of Government funding to local authorities to support investment in water infrastructure that supports its public health and environmental management objectives. Provision of such funding supports the objectives of the reform programme, by creating positive momentum toward reform of delivery arrangements for drinking water and wastewater services and infrastructure (with stormwater as a secondary priority).</p> <p>The New Zealand Government has also mandated Crown Infrastructure Partners Limited (CIP) to assist in managing such funding by undertaking a monitoring role.</p> <p>The Recipient is a territorial authority with statutory responsibility for delivering Three Waters services within its own district or city. The Recipient will work collaboratively with the New Zealand Government in connection with the Three Waters Reform Programme.</p> <p>DIA has agreed to contribute funding to the Recipient on the terms and conditions of this Agreement (Agreement).</p> <p>Key details of this Agreement are set out in this Part 1. The full terms and conditions are set out in Part 2. Defined terms and rules of interpretation are set out in Part 3.</p> |
| 3 Conditions Precedent | <p>No Funding is payable under this Agreement until DIA has confirmed to the Recipient in writing that it has received, and found, in its sole discretion, to be satisfactory to it in form and substance, the following documents and evidence:</p> <ol style="list-style-type: none">1. This Agreement, duly executed by the Recipient by 30 September 2020.2. The Memorandum of Understanding, duly executed by the Recipient by 31 August 2020. |

3. The final Delivery Plan prepared by the Recipient, in a form approved by DIA and duly executed by the Recipient by 31 October 2020.

A draft of the Delivery Plan must be submitted by no later than 30 September 2020 to threewaters@dia.govt.nz (copied to the Monitor) for review and comment by DIA (and/or the Monitor as its nominee).

Once DIA (or the Monitor) responds to the draft Delivery Plan, the Recipient must promptly engage with DIA (or the Monitor), seek to resolve such comments, and submit a final Delivery Plan for DIA's approval.

The Recipient is responsible for the content of the Delivery Plan and approval by DIA for the purposes of this Agreement shall not impose any obligations on DIA in respect of the Delivery Plan other than as expressly set out in this Agreement.

These conditions precedent must either be satisfied (in the opinion of DIA) or waived by DIA (at its sole discretion) by 31 October 2020, unless a later date is agreed otherwise in writing with DIA. In the event that they are not satisfied or waived within that time, DIA may notify the Recipient that this Agreement has not come into effect and is null and void.

- | | | |
|---|--|--|
| 4 | Expenditure Programme(s) | The Recipient may only use the Funding to complete the expenditure programme(s) described in the Delivery Plan (each an Expenditure Programme). |
| 5 | Expenditure Programme Milestones and Completion Dates | The Recipient is to complete the Expenditure Programme Milestones set out in the Delivery Plan to the satisfaction of DIA by the Completion Dates set out therein. |
| 6 | End Date | The End Date is 31 March 2022, or such later date determined by DIA in its discretion. |
| 7 | Funding | <p>The total Funding available under this Agreement is up to NZ\$[INSERT HERE] plus GST (if any). This is the Total Maximum Amount Payable.</p> <p>The first instalment of Funding under this Agreement is subject to satisfaction of the Conditions Precedent set out in Item 3 above and receipt of a duly completed Payment Request in accordance with clause 1 of Part 2.</p> <p>The balance of the Funding under this Agreement will be paid in instalments as specified in the Delivery Plan, subject to satisfaction of the conditions set out below and the other terms and conditions of this Agreement.</p> <p>Each instalment of Funding under this Agreement, following payment of the first instalment, is subject to:</p> <ul style="list-style-type: none">(a) Receipt of a duly completed Payment Request in accordance with clause 1 of Part 2.(b) The Expenditure Programme(s) having commenced no later than 31 March 2021.(c) DIA receiving and being satisfied with the quarterly reports specified in the Key Details, together with the other information required in this Agreement.(d) No Termination Event, or event entitling DIA to suspend funding under this Agreement, subsisting.(e) Any further conditions relating to that instalment of Funding as specified in the Delivery Plan. |

The first Payment Request may be submitted upon the Commencement Date

occurring. Each subsequent Payment Request may only be submitted at the same time as submission of a quarterly report in accordance with item 8 (Reporting) of the Key Details, and no more than one such Payment Request may be submitted in any Quarter, except (in each case) to the extent agreed by DIA in its sole discretion.

8 Reporting

The Recipient will provide DIA (copied to the Monitor) with quarterly reports by the 10th Business Day following the end of each Quarter, with effect from the Commencement Date. Each quarterly report must include the information set out below, in the standard reporting form specified by DIA.

The Recipient will also provide DIA (copied to the Monitor) with a final report by the 10th Business Day following the date on which the Expenditure Programme(s) are completed. The final report must include the information set out below, in the standard reporting form specified by DIA.

Each report is to be in form and substance satisfactory to DIA in its sole discretion.

Each quarterly report must include the following information:

- (a) Description and analysis of actual progress of the Expenditure Programme(s) against planned progress for the relevant Quarter;
- (b) A summary of expenditure, actual against budgeted (including underspend and cash float), for the relevant Quarter;
- (c) Plans for the next Quarter;
- (d) Forecast cashflows and forecast of the costs to complete the Expenditure Programme(s);
- (e) Any major risks arising or expected to arise with the Expenditure Programme(s), costs or performance of this Agreement, together with actual or proposed mitigations for those risks (including, where the actual Expenditure Programme(s) costs are forecast to exceed budgeted costs, how the shortfall is to be funded);
- (f) A summary of the number of jobs created, actual against expected, through people employed in the Expenditure Programme(s);
- (g) Any specific reporting requirements set out in the Delivery Plan; and
- (h) Any other information that is notified by DIA in writing to the Recipient.

The final report must include the following information:

- (a) Description and analysis of completion of the Expenditure Programme(s) against the original programme;
- (b) A summary of expenditure, actual against budgeted (including underspend), for the full Expenditure Programme(s);
- (c) Detail of the Recipient's proposed next steps;
- (d) An update on media, marketing and communication activities for the Expenditure Programme(s);
- (e) A summary of the number of jobs created, actual against expected, through people employed in the Expenditure Programme(s);
- (f) Any specific reporting requirements set out in the Delivery Plan; and
- (g) Any other information that is notified by DIA in writing to the Recipient.

9 Special Terms

[None] / [*Special terms to be added*]

- | | | |
|------------------------------------|---|---|
| 10 Recipient's Bank Account | [xx-xxxx-xxxxxxxx-xxx] | |
| 11 Representative | DIA's Representative:
Name: Allan Prangnell
Email: threewaters@dia.govt.nz | Recipient's Representative:
Name: [name]
Email: [email] |
| 12 Address for Notices | To DIA:
Three Waters Reform
Level 7, 45 Pipitea Street
Wellington 6011
Attention: Allan Prangnell
Email: threewaters@dia.govt.nz , with
a copy to legalnotices@dia.govt.nz

To the Monitor:
Attention: Anthony Wilson
Email:
3waters@crowinfrastucture.govt.nz | To the Recipient:
[address]
Attention: [name]
Email: [email] |

SIGNATURES

SIGNED by the **SOVEREIGN IN RIGHT OF NEW ZEALAND** acting by and through the Chief Executive of the Department of Internal Affairs or his or her authorised delegate:

Name:
Position:
Date:

SIGNED for and on behalf of **[RECIPIENT NAME]** by the person(s) named below, being a person(s) duly authorised to enter into obligations on behalf of the Recipient:

Name:
Position:
Date:

Name:
Position:
Date:

END OF PART 1

PART 2: GENERAL TERMS

1 FUNDING

- 1.1 DIA must pay the Funding (up to the "Total Maximum Amount Payable" specified in the Key Details) to the Recipient, subject to the terms of this Agreement. Unless stated otherwise in this Agreement, the Recipient may only claim the Funding to the extent necessary to cover Eligible Costs that have been or will be incurred by the Recipient, and the Recipient must use the Funding solely on Eligible Costs.
- 1.2 The Recipient must submit a Payment Request to threewaters@dia.govt.nz and copying in DIA's Representative and the Monitor on completion of one or more Expenditure Programme Milestones specified in the Delivery Plan. Such Payment Request must be submitted at the time specified in, and otherwise in accordance with, item 7 (Funding) in the Key Details.
- 1.3 Each Payment Request is to be signed by the Chief Executive and an authorised signatory of the Recipient and must be in the form set out in the Schedule and include the confirmations set out therein, and must include:
 - (a) the amount of Funding requested, which must not exceed the aggregate maximum Funding instalment amounts set out in the Delivery Plan for the Expenditure Programme Milestone(s) to which that Payment Request relates; and
 - (b) contain any other information required by DIA.
- 1.4 Once DIA has reviewed the Payment Request and the information enclosed with it, it will request the Recipient to provide (and the Recipient will provide) a valid GST invoice complying with the Goods and Services Tax Act 1985.
- 1.5 DIA is not required to pay any Funding in respect of a Payment Request:
 - (a) if any Expenditure Programme Milestone(s) have not been completed by the relevant "Completion Date" specified in the Delivery Plan;
 - (b) if any reports specified in the Key Details have not been provided or are not in form and substance satisfactory to DIA in its sole discretion;
 - (c) if the Conditions specified in Item 7 of the Key Details relating to that instalment have not been satisfied;
 - (d) if payment will result in the Funding exceeding the "Total Maximum Amount Payable" specified in the Key Details;
 - (e) if this Agreement has expired or been terminated; and/or
 - (f) while the Recipient is in breach of this Agreement.

For the avoidance of doubt, DIA's obligation to make Funding available under this Agreement is strictly subject to clause 6.2.
- 1.6 Subject to the terms of this Agreement, DIA must pay each valid Payment Request by the 20th day of the month after the month the GST invoice referred to in clause 1.4 is dated, and if such day is not a Business Day, on the next Business Day. DIA will pay the Funding to the Bank Account of the Recipient specified in Item 10 of the Key Details.

1.7 The Funding made available under this Agreement comprises grant funding and does not comprise an equity investment or loan. It is only repayable in the specific circumstances set out in this Agreement.

1.8 DIA may, at its discretion, notify the Recipient in writing that it wishes to enter into a GST Offset Agreement in connection with the payment of GST on any Funding. The Recipient must, where applicable, take all such steps as are reasonably required to achieve that GST offset in accordance with the Goods and Services Tax Act 1985.

2 RECIPIENT'S RESPONSIBILITIES

Standards and compliance with laws

2.1 The Recipient must comply with all applicable laws, regulations, rules and professional codes of conduct or practice.

Expenditure Programme(s) and Contractors

2.2 The Recipient must not, without DIA's prior written consent, make any Material Variation to the Expenditure Programme(s) (including its description and scope) as set out in the Delivery Plan.

2.3 The Recipient must ensure that the Expenditure Programme(s) are carried out:

- (a) promptly with due diligence, care and skill, and in a manner that meets or exceeds Best Industry Practice;
- (b) by appropriately trained, qualified, experienced and supervised persons; and
- (c) in accordance with any directions of DIA, notified by DIA in writing from time to time.

2.4 The Recipient must use reasonable endeavours to ensure that the Expenditure Programme Milestones are completed by the relevant "Completion Date" specified in the Delivery Plan.

2.5 The Recipient is responsible for the acts and omissions of any contractors and subcontractors.

2.6 The Recipient must ensure (and will procure that the head contractor when engaging with any other contractor ensures) that all agreements it enters into with any contractors or any other party in connection with the Expenditure Programme(s) are on an "arm's length" basis, provide value-for-money and do not give rise to any Conflict of Interest. The Recipient must provide DIA with reasonable evidence of compliance with this clause 2.6 in response to any request by DIA from time to time.

Information Undertakings

2.7 The Recipient must provide DIA with the reports specified in the Key Details, in accordance with the timeframes and reporting requirements set out in the Key Details.

2.8 The Recipient must provide DIA with any other information about the Expenditure Programme(s) requested by DIA within the timeframe set out in the request.

2.9 The Recipient must promptly notify DIA if:

- (a) the Recipient (or any of its personnel or contractors) becomes aware of, or subject to, a Conflict of Interest; or
- (b) the Recipient becomes aware of any matter that could reasonably be expected to have an adverse effect on an Expenditure Programme and any related programme, or result in a Termination Event or a breach of any term of this Agreement by the Recipient,

and if requested by DIA must promptly provide DIA with its plan to mitigate and manage such Conflict of Interest or such matter.

- 2.10 The Recipient must not at any time do anything that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of DIA or the New Zealand Government. The Recipient must keep DIA informed of any matter known to the Recipient which could reasonably be expected to have such an effect.
- 2.11 The parties acknowledge and agree that CIP (or any other Monitor) may, to the extent directed by DIA, undertake a reviewing and monitoring role under this Agreement, including by:
 - (a) reviewing and confirming satisfaction with the Delivery Plan and with the reports specified in the Key Details;
 - (b) seeking, reviewing and confirming satisfaction with further information from the Recipient; and
 - (c) making recommendations to DIA and the New Zealand Government in respect of the Funding and the Agreement.

The Recipient agrees that all its communications and correspondence under this Agreement may be made with DIA or, to the extent directed by DIA, the Monitor.

Funding, records and auditors

- 2.12 The Recipient must receive and manage all Funding in accordance with good financial management and accounting practices and to a high standard that demonstrates appropriate use of public funds.
- 2.13 The Recipient must keep full and accurate records (including accounting records) of the Expenditure Programme(s) and retain them for at least 7 years after the last payment of Funding under this Agreement. The Recipient must permit DIA (or any auditor nominated by DIA) to inspect all records relating to the Expenditure Programme(s) and must allow DIA and/or the auditor access to the Recipient's premises, systems and personnel for the purposes of this inspection. DIA shall bear any third party costs arising from such inspection, unless the inspection reveals a breach of this Agreement, in which case the Recipient shall bear such costs.

Reform

- 2.14 The Recipient agrees to work constructively together with DIA and the New Zealand Government to support the objectives of the Three Waters Reform Programme pursuant to the Memorandum of Understanding. The parties acknowledge that the undertaking set out in this clause 2.14 is intended to be non-binding.

3 **INTELLECTUAL PROPERTY**

- 3.1 DIA acknowledges that the Recipient and its licensors own all pre-existing intellectual property which they contribute to the Expenditure Programme(s), and all new intellectual property which they create in the course of the Expenditure Programme(s).
- 3.2 The Recipient grants an irrevocable, perpetual, royalty-free, sub-licensable licence to DIA and the Monitor to use all reports, documents, information and other materials created or provided by the Recipient to DIA or the Monitor under or in connection with the Expenditure Programme(s) and this Agreement.
- 3.3 The Recipient warrants that it has obtained (or will obtain, prior to creation of each relevant work) all rights and permissions necessary to enable the grant and exercise of the licence in clause 3.2 without infringing the intellectual property rights of any third party.

4 **TERM AND TERMINATION**

- 4.1 This Agreement will be effective on and from the Commencement Date, which will be the latest to occur of:
- (a) the date this Agreement has been signed by both parties; and
 - (b) the date on which DIA has provided written notice to the Recipient that the Conditions Precedent specified in the Key Details have either been satisfied (in the opinion of DIA) or waived by DIA (at its sole discretion).
- 4.2 This Agreement will remain in force until the End Date, unless terminated in accordance with this Agreement.
- 4.3 DIA can terminate this Agreement with immediate effect, by giving notice to the Recipient, at any time:
- (a) while DIA reasonably considers that the Recipient has become or is likely to become insolvent;
 - (b) while the Recipient is subject to the appointment of a liquidator, receiver, manager or similar person in respect of any of its assets or a Crown Manager or Commission is appointed in respect of the Recipient under Part 10 of the Local Government Act 2002;
 - (c) if the Expenditure Programme(s) have not commenced by 31 March 2021; or
 - (d) while any one or more of the follow events or circumstances remains unremedied:
 - (i) the Recipient is materially in breach of any obligation, or a condition or warranty, under this Agreement;
 - (ii) the Recipient has provided DIA with information in connection with or under this Agreement that (whether intentionally or not) is materially incorrect or misleading, and/or omits material information;
 - (iii) DIA reasonably considers that this Agreement or an Expenditure Programme has caused, or may cause, DIA and/or the New Zealand Government to breach any legal obligations (including its international trade obligations);
 - (iv) the Recipient abandons an Expenditure Programme;

- (v) the Recipient is involved in any intentional or reckless conduct which, in the opinion of DIA, has damaged or could damage the reputation, good standing or goodwill of DIA or the New Zealand Government, or is involved in any material misrepresentation or any fraud;
 - (vi) the Recipient (or any of its personnel or contractors) is subject to a Conflict of Interest which cannot be managed to DIA's satisfaction; or
 - (vii) any change in law, regulations or other circumstances materially affects DIA's ability to perform its obligations under this Agreement.
- 4.4 However, where DIA considers that a Termination Event set out in clause 4.3(d) can be remedied, DIA must give notice to the Recipient requesting a remedy, and must not exercise its right of termination unless the relevant event remains unremedied for at least 14 days (or any longer period agreed with the Recipient) after that notice has been provided by DIA.
- 4.5 On expiry or termination of this Agreement, where the aggregate of (a) the total Funding paid under this Agreement and (b) any other money received or allocated by the Recipient, in each case to carry out an Expenditure Programme, exceeds the amount required to perform the Expenditure Programme, the Recipient must upon request refund to DIA the excess amount.
- 4.6 At any time DIA may recover the amount of any Funding that has been spent or used other than in accordance with this Agreement, or not applied to Eligible Costs by the End Date, together with interest on all such amounts calculated at 10% per annum from the date of the mispending to the date the money is repaid.
- 4.7 Clauses 1.5, 2.1, 2.12, 2.13, 3, 4, 5, 6, 7, 8, 9, 10 and 11 survive expiry or termination of this Agreement, along with any other parts of this Agreement necessary to give effect to those provisions. Expiry or termination of this Agreement does not affect any accrued rights, including any rights in respect of a breach of this Agreement or Termination Event that occurred before expiry or termination.

5 **WARRANTIES AND UNDERTAKINGS**

- 5.1 The Recipient warrants that, in the course of its activities in connection with the Expenditure Programme(s), it will not infringe any intellectual property or other rights of any contractor or any other third party.
- 5.2 The Recipient warrants that, as at the date of this Agreement:
- (a) It has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms, and it has complied with the Local Government Act 2002 in entering into this Agreement;
 - (b) the Recipient is solvent and is not subject to the appointment of a liquidator, receiver, manager or similar person in respect of any of its assets or to the appointment of a Crown Manager or Commission under Part 10 of the Local Government Act 2002;
 - (c) all information and representations disclosed or made to DIA by the Recipient in connection with this Agreement are true and correct, do not omit any material matter, and are not likely to mislead or deceive DIA as to any material matter;

- (d) it has disclosed to DIA all matters known to the Recipient (relating to the Expenditure Programme(s), the Recipient or its personnel) that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of DIA or the New Zealand Government; and
- (e) it is not aware of any material information that has not been disclosed to DIA which may, if disclosed, materially adversely affect the decision of DIA whether to provide the Funding.

5.3 The Recipient warrants that:

- (a) the Funding has been or will be applied solely to Eligible Costs; and
- (b) the Expenditure Programme(s) will take into account the parties' shared intention to:
 - (i) support economic recovery through job creation; and
 - (ii) maintain, increase and/or accelerate investment in core water infrastructure renewals and maintenance,

and such warranty will be deemed to be repeated continuously so long as this Agreement remains in effect by reference to the facts and circumstances then existing.

- 5.4 DIA warrants that, as at the date of this Agreement, it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms.
- 5.5 The Recipient acknowledges that DIA has entered into this Agreement in reliance on these warranties and undertakings.
- 5.6 The Recipient acknowledges and agrees that DIA has made no warranty or representation that any funding or financial support is or will be available to the Recipient in respect of the Expenditure Programme(s), other than the Funding.

6 **LIABILITY**

- 6.1 The maximum liability of DIA under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, is limited to the total amount of Funding paid or payable under this Agreement.
- 6.2 The Recipient undertakes to pay any and all cost overruns of the Expenditure Programme(s) and any funding shortfall, and DIA and the New Zealand Government have no obligations or responsibility whatsoever in respect of such cost overruns and funding shortfall and accept no financial risk in the Expenditure Programme(s).
- 6.3 DIA is not liable for any claim under or in connection with this Agreement or the Expenditure Programme(s), whether arising in contract, tort (including negligence) or otherwise, where such claim is or relates to any loss of profit, loss of revenue, loss of use, loss of reputation, loss of goodwill, loss of opportunity (in each case whether direct, indirect or consequential) or any other indirect, consequential or incidental loss or damages of any kind whatsoever.

7 CONFIDENTIALITY

- 7.1 Subject to clause 7.2 and 7.3, each party must keep the other party's Confidential Information in confidence, and must use or disclose that Confidential Information only to the extent necessary to perform its obligations, and/or take the intended benefit of its rights, under this Agreement. However, this will not prohibit:
- (a) either party from using or disclosing any information with the written prior consent of the other party;
 - (b) use or disclosure of information that has become generally known to the public other than through a breach of this Agreement;
 - (c) either party from disclosing information to its personnel, contractors or advisors with a need to know, so long as the relevant personnel, contractors and advisors use the information solely to enable that party to perform its obligations and/or take the intended benefit of its rights under this Agreement, and so long as they are informed of the confidential nature of the information and, in the case of the Recipient, the Recipient receives an acknowledgement from its personnel, contractors or advisors that they acknowledge, and must comply with, the confidentiality obligations in this Agreement as if they were party to it;
 - (d) disclosure required by any law, or any compulsory order or requirement issued pursuant to any law; or
 - (e) DIA from using or disclosing to any party any documents, reports or information received in relation to this Agreement, provided that prior to any such disclosure DIA removes all information that is commercially sensitive to the Recipient from the relevant work.
- 7.2 The Recipient acknowledges and agrees that nothing in this Agreement restricts DIA's ability to:
- (a) discuss, and provide all information in respect of, any matters concerning the Recipient, the Expenditure Programme(s) or this Agreement with any Minister of the Crown, the Monitor, any other government agency or any of their respective advisors;
 - (b) meet its obligations under any constitutional or parliamentary convention (or other obligation at law) of or in relation to the New Zealand Parliament, the New Zealand House of Representatives or any of its Committees, any Minister of the Crown, or the New Zealand Auditor-General, including any obligations under the Cabinet Manual including the "no surprises" principle; and
 - (c) publicise and report on the awarding of the Funding, including the Recipient's and any of its contractor's names, the amount and duration of the Funding and a brief description of the Expenditure Programme(s), on websites; in media releases; general announcements and annual reports.
- 7.3 The Recipient acknowledges that:
- (a) the contents of this Agreement (including the Delivery Plan); and
 - (b) information provided to DIA and the Monitor (including the reports specified in the Key Details),

may be official information in terms of the Official Information Act 1982 and, in line with the purpose and principles of the Official Information Act 1982, this Agreement and such information may be released to the public unless there is good reason under the Official Information Act 1982 to withhold it.

- 7.4 DIA acknowledges that the Recipient is subject to the Local Government Official Information and Meetings Act 1987 and that its confidentiality obligations under this clause 7 are subject to its compliance with that Act.

8 MEDIA AND COMMUNICATIONS

- 8.1 Before making any media statements or press releases (including social media posts) regarding this Agreement and/or DIA's involvement with the Expenditure Programme(s), the Recipient will consult with DIA, and will obtain DIA's prior approval to any such statements or releases.
- 8.2 The Recipient will refer any enquiries from the media or any other person about the terms or performance of this Agreement to DIA's Representative.
- 8.3 The Recipient will acknowledge the New Zealand Government as a source of funding in all publications (including any digital presence) and publicity regarding the Expenditure Programme(s) in accordance with funding acknowledgement guidelines agreed with DIA. The Recipient must obtain DIA's approval of the form and wording of the acknowledgement prior to including the acknowledgement in the publication or publicity (as the case may be).
- 8.4 The Recipient does not have the right to enter into any commitment, contract or agreement on behalf of DIA or any associated body, or to make any public statement or comment on behalf of DIA or the New Zealand Government.
- 8.5 All correspondence with DIA under this clause 8 must be directed to DIA's Representative and copied to threewaters@dia.govt.nz and the Monitor.

9 DISPUTES

- 9.1 In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, or in relation to any question regarding its existence, breach, termination or invalidity (in each case, a **Dispute**), either party may give written notice to the other specifying the nature of the Dispute and requesting discussions under this clause 9 (**Dispute Notice**). As soon as reasonably practicable following receipt of a Dispute Notice, the parties must meet (in person, or by audio or video conference) and endeavour to resolve the Dispute by discussion, negotiation and agreement.
- 9.2 If the matter cannot be amicably settled within 20 Business Days after the date of the Dispute Notice then, at the request in writing of either party, the matter in respect of which the Dispute has arisen must be submitted, together with a report describing the nature of such matter, to the Representatives (or, if no such Representatives have been appointed, the respective Chief Executives of the parties) (together the **Dispute Representatives**).
- 9.3 Within 20 Business Days after the receipt of a request under clause 9.2, one individual (who does not act in his or her professional capacity as legal counsel for either party) selected by each of the Dispute Representatives, must make a presentation of no longer than 30 minutes to each of the Dispute Representatives (which may be by telephone or remotely), who will then attempt in good faith to reach a common decision within a half-day. The decision of the Dispute Representatives is binding on the parties.

- 9.4 In the case of a Dispute, if the Dispute Representatives have not met within 20 Business Days of receiving a request in accordance with clause 9.2, or if they fail to reach a common decision within the stated time period, either party may by notice in writing to the other party refer the Dispute to be referred to mediation before a single mediator appointed by the parties. Each party will bear its own costs of mediation and the costs of the mediator will be divided evenly between the parties.
- 9.5 If the parties are unable to agree on the appointment of a mediator within 5 Business Days of the notice requiring the Dispute to be referred to mediation, a mediator may be appointed at the request of any party by the Arbitrators' and Mediators' Institute of New Zealand Inc.
- 9.6 If the Dispute is not resolved within 20 Business Days of referral to mediation, the parties may commence court proceedings without further participation in any mediation.
- 9.7 Nothing in this clause 9 will prevent either party from seeking urgent interim relief from a court (or other tribunal) of competent jurisdiction.

10 REPRESENTATIVES

- 10.1 All matters or enquiries regarding this Agreement must be directed to each party's Representative (set out in the Key Details).
- 10.2 Each party may from time to time change the person designated as its Representative on 10 Business Days' written notice to the other Party. Any such change will also take effect as a change of the relevant Representative for the purposes of the Memorandum of Understanding.

11 GENERAL

- 11.1 Each notice or other communication given under this Agreement (each a **notice**) must be in writing and delivered personally or sent by post or email to the address of the relevant party set out in the Key Details or to any other address from time to time designated for that purpose by at least 10 Business Days' prior written notice to the other party. A notice under this Agreement is deemed to be received if:
- (a) **Delivery:** delivered personally, when delivered;
 - (b) **Post:** posted, 5 Business Days after posting or, in the case of international post, 7 Business Days after posting; and
 - (c) **Email:** sent by email:
 - (i) If sent between the hours of 9am and 5pm (local time) on a Business Day, at the time of transmission; or
 - (ii) If subclause (i) does not apply, at 9am (local time) on the Business Day most immediately after the time of sending,provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.
- 11.2 The Recipient agrees to execute and deliver any documents and to do all things as may be required by DIA to obtain the full benefit of this Agreement according to its true intent.

- 11.3 No legal partnership, employer-employee, principal-agent or joint venture relationship is created or evidenced by this Agreement.
- 11.4 This Agreement constitutes the sole and entire understanding with respect to the subject matter hereof and supersedes all prior discussions, representations and understandings, written or oral.
- 11.5 No amendment to this Agreement will be effective unless agreed in writing and signed by both parties.
- 11.6 The Recipient may not assign or transfer any of its contractual rights or obligations under this Agreement, except with DIA's prior written approval.
- 11.7 DIA may assign or transfer any of its contractual rights or obligations under this Agreement without the Recipient's prior approval. DIA may at any time disclose to a proposed assignee or transferee any information which relates to, or was provided in connection with, the Recipient, the Expenditure Programme(s) or this Agreement.
- 11.8 No failure, delay or indulgence by any party in exercising any power or right conferred on that party by this Agreement shall operate as a waiver. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights.
- 11.9 The exercise by a party of any express right set out in this Agreement is without prejudice to any other rights, powers or remedies available to a party in contract, at law or in equity, including any rights, powers or remedies which would be available if the express rights were not set out in this Agreement.
- 11.10 This Agreement is not intended to confer any benefit on or create any obligation enforceable at the suit of any person not a party to this Agreement.
- 11.11 Any provision of this Agreement that is invalid or unenforceable will be deemed deleted, and will not affect the other provisions of this Agreement, all of which remain in force to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.
- 11.12 This Agreement is to be governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 11.13 This Agreement may be executed in any number of counterparts (including duly electronically signed, scanned and emailed copies). So long as each party has received a counterpart signed by each of the other parties, the counterparts together shall constitute a binding and enforceable agreement. This Agreement is intended to constitute a binding and enforceable agreement in accordance with its terms.

END OF PART 2

PART 3: DEFINITIONS AND CONSTRUCTION

Defined terms

In this Agreement, unless the context requires otherwise, terms defined in the Agreement have the meaning set out therein and:

Authorisation means:

- (a) any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with a governmental agency or required by any law (including any consent under the Resource Management Act 1991); or
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a governmental agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

Best Industry Practice means that degree of skill, care and foresight and operating practice that would reasonably and ordinarily be expected of a skilled and competent supplier of services engaged in the same type of undertaking as that of the Recipient or any contractors (as applicable) under the same or similar circumstances as those contemplated by this Agreement.

Business Day means any day other than a Saturday, Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003.

Commencement Date has the meaning given in clause 4.1 of Part 2.

Completion Date is the date that the relevant Expenditure Programme Milestone is to be completed by the Recipient, described in the Delivery Plan, and includes any amendment to the date which may be agreed in writing (including by email but only when DIA's Representative expressly confirms in writing

that they have received approval of the change from the correct DIA delegation holder) between the parties from time to time.

Conditions means the conditions to the payment of a Funding instalment as specified in Item 7 of the Key Details.

Confidential Information of a party (Owner), means any information in the possession or control of another party (Holder) that:

- (a) was originally acquired by the Holder in connection with this Agreement through disclosures made by or at the request of the Owner; and/or
- (b) was originally acquired by the Holder in connection with this Agreement through any access to, or viewing, inspection or evaluation of, the premises, facilities, documents, systems or other assets owned or controlled by the Owner; and/or
- (c) is derived from information of a kind described in paragraph (a) or (b) above;

but excludes any information which the Holder can show:

- (d) was lawfully acquired by the Holder, entirely independently of its activities in connection with this Agreement, and is free of any other obligation of confidence owed to the Owner; and/or
- (e) has been independently developed by the Holder without reference to the Owner's Confidential Information, and without breaching any other obligation of confidence owed to the Owner.

Notwithstanding the foregoing, the terms of this Agreement (excluding the Delivery Plan) are not Confidential Information.

Conflict of Interest means any matter, circumstance, interest or activity of the Recipient, its personnel or contractors, or any other person with whom the Recipient has a relationship that:

- (a) conflicts with:
 - (i) the obligations of the Recipient (or its personnel or contractors) to DIA under this Agreement; or
 - (ii) the interests of the Recipient in relation to this Agreement and/or the procuring of the Expenditure Programme(s); or
- (b) otherwise impairs or might appear to impair the ability of the Recipient (or any of its personnel or contractors) to diligently and independently carry out the Expenditure Programme(s) in accordance with this Agreement.

Delivery Plan means the delivery plan setting out the scope of the Expenditure Programme(s) to which Funding is to be applied, based on the template provided by and in the form approved by DIA and executed by DIA and the Recipient.

Eligible Costs means the actual costs that have been or will be reasonably incurred by the Recipient on or after the Commencement Date and no later than the End Date to deliver an Expenditure Programme in accordance with the Delivery Plan.

Expenditure Programme Milestone means, in respect of an Expenditure Programme, a milestone for that Expenditure Programme, as set out in the Delivery Plan.

Funding means the funding or any part of the funding (as the context requires) payable by DIA to the Recipient in accordance with the terms of this Agreement, as described in the Key Details.

GST Offset Agreement means a deed of assignment between DIA as Assignor and the Recipient as Assignee providing for the offset of the amount of GST in accordance with the Goods and Services Tax Act 1985.

Key Details means Part 1 of this Agreement.

Memorandum of Understanding means the memorandum of understanding relating to Three Waters Services Reform between DIA

and the Recipient, in the form provided by DIA.

Material Variation means, in respect of an Expenditure Programme, any variation which on its own or together with any other variation or variations results in, or is likely to result in the budgeted expenditure (taking into account all variations) being exceeded or an Expenditure Programme being materially delayed, or any variation that materially amends the scope, specifications or function of an Expenditure Programme.

Monitor means CIP, or any other entity appointed by DIA in its sole discretion to assist in managing the Funding by undertaking a monitoring role.

Payment Request means a request submitted to DIA by the Recipient seeking payment of Funding substantially in the form set out in the Schedule to this Agreement.

Quarter means a financial quarter, being a three monthly period ending on 30 June, 30 September, 31 December or 31 March.

Termination Event means any one or more of the events or circumstances set out in clause 4.3.

Construction

In the construction of this Agreement, unless the context requires otherwise:

Currency: a reference to any monetary amount is to New Zealand currency;

Defined Terms: words or phrases appearing in this Agreement with capitalised initial letters are defined terms and have the meanings given to them in this Agreement;

Documents: a reference to any document, including this Agreement, includes a reference to that document as amended or replaced from time to time;

Inclusions: a reference to “includes” is a reference to “includes without limitation”, and “include”, “included” and “including” have corresponding meanings;

Joint and Several Liability: any provision of this Agreement to be performed or observed by two or more persons binds those persons jointly and severally;

Parties: a reference to a party to this Agreement or any other document includes that party's personal representatives/successors and permitted assigns;

Person: a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

Precedence : if there is any conflict between the different parts of this Agreement, then unless specifically stated otherwise, the Key Details will prevail over Part 2, and Part 2 will prevail over the Delivery Plan;

Precedence with Memorandum of Understanding: if there is any conflict

between this Agreement and the Memorandum of Understanding, then unless specifically stated otherwise, this Agreement will prevail;

Related Terms: where a word or expression is defined in this Agreement, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

Statutes and Regulations: a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;

Writing: a reference to “written” or “in writing” includes email and any commonly used electronic document format such as .DOC or .PDF.

END OF PART 3

SCHEDULE: PAYMENT REQUEST

To: DEPARTMENT OF INTERNAL AFFAIRS

Dated: [•]

PAYMENT REQUEST

1. We refer to the Funding Agreement dated [•] 2020 between [•] as recipient (**Recipient**) and the Department of Internal Affairs (**DIA**) (the **Agreement**). Terms defined in the Agreement have the same meaning in this Payment Request.
2. This is a Payment Request for the purpose of clauses 1.2 and 1.3 of the Agreement.
3. Each of the Expenditure Programme Milestones that have been completed are:

[insert description of each of Expenditure Programme Milestones completed, including the date of completion]
4. The amount of Funding requested is \$[•] plus GST if any.
5. The Funding requested in this Payment Request has been or will be required to meet the Eligible Costs.
6. We enclose with this Payment Request:
 - (a) a breakdown / total transaction listing of total Eligible Costs that have been or will be incurred to deliver the completed Expenditure Programme Milestone(s);
 - (b) the conditions to the applicable Expenditure Programme Milestone(s) as set out in the Funding Agreement and the Delivery Plan;
 - (c) a quarterly report; and **Note: (c) is not applicable for the first Payment Request, or where DIA has agreed under item 7 of the Key Terms that a Payment Request does not need to be provided alongside a quarterly report*
 - (d) any other reasonable information or evidence requested by DIA or the Monitor in relation to Eligible Costs that have been incurred or will be incurred.
7. We confirm that:
 - (a) no Termination Event is subsisting; and
 - (b) each of the warranties set out in the Agreement are correct as at the date of this Payment Request.

By and on behalf of the Recipient by

NAME OF RECIPIENT

Chief Executive

Authorised Officer

THREE WATERS STIMULUS GRANT DELIVERY PLAN

Instructions for completion: A single Delivery Plan is to be completed for the full Expenditure Programme. Territorial Authorities may elect to provide appendices providing further detail of specific elements of the proposed expenditure programme.

The draft Delivery Plan must be submitted by the Territorial Authority as soon as possible and in any event by no later than 30 September 2020 to threewaters@dia.govt.nz, with a copy to 3waters@crowinfrastructure.govt.nz. The Delivery Plan will be assessed by the Department of Internal Affairs and Crown Infrastructure Partners Limited, who may elect to provide feedback and require further detail, additions or alterations. A revised version of the Delivery Plan, incorporating all agreed changes, must be submitted for approval thereafter, with the final Delivery Plan to be in an approved form by 31 October 2020.

Where the Department of Internal Affairs requires additional reporting or other assurance based on a specific Delivery Plan, this will be included in section 17 below following the Department of Internal Affairs/Crown Infrastructure Partners Limited review. Section 17 will form part of the Delivery Plan. All figures in this Delivery Plan should be GST exclusive.

Capitalised terms in this Delivery Plan have the meaning given to them in the Funding Agreement, where applicable.

Territorial Authority information

1. Programme
Title:

2. Territorial
Authority:

3. Total Maximum Amount Payable (NZ\$M):

4. Organisation Lead Contact:

Name:	<input type="text"/>
Position:	<input type="text"/>
Email:	<input type="text"/>

Expenditure Programme overview

5. Please provide a brief description of the expenditure programme to be undertaken:

--

6. Location/address of the programme:
(if this is a series of investments, please identify each location where relevant)

7. What is the **total** estimated cost of the programme (NZ\$M)?

8. If the total estimated cost exceeds the Total Maximum Amount Payable, please specify the funding source(s) and amount(s):

Funding Source	Amount (NZ\$M)
	\$
	\$
Total	\$

9. Please provide a high-level breakdown of the expenditure programme including a cost schedule identifying estimated costs for each major component:

10. What is the expected number of people employed, and net jobs created through the expenditure programme? How has this been estimated?

Expenditure Programme commencement

11. Please describe the initial activity to be undertaken on expenditure programme commencement:

Expenditure Programme completion

12. Please outline below the high-level plan that will ensure the expenditure programme is completed by 31 March 2022 (these should largely mirror the milestones below):

Expenditure Programme funding status

13. Please indicate below the expenditure programme funding status:

Included in LTP	Y/N	Amounts NZ\$	Year
Included in Annual Plan 2020/21	Y/N	Amounts NZ\$	N/A
Not funded in any plan	Y/N	Amounts NZ\$	Year
Was funded but COVID-19 deferred	Y/N	Amounts NZ\$	Year
Is any Territorial Authority co-funding being contributed?	Y/N	Amounts NZ\$	Year

14. Please set out the key milestones of the expenditure programme to be undertaken, and for each milestone the planned completion date and budget:¹

	Expenditure Programme Milestone (including a description of how the milestone is identified)	Completion Date	Maximum Funding instalment amount (NZ\$) ²	Budgeted costs to complete the expenditure programme (NZ\$)	[DIA USE ONLY] Funding Conditions
1.	Commencement Date occurring under the Funding Agreement	31 October 2020 (or such date agreed otherwise in writing with DIA under the Funding Agreement)	NZ\$[INSERT HERE] [Note: this is to be 50% of the Total Maximum Amount Payable]	Nil	
2.	[Commencement of expenditure programme]	[date] [To be no later than 31 March 2021]	NZ\$[INSERT HERE]	NZ\$[INSERT HERE]	
3.	[milestone]	[date]	NZ\$[INSERT HERE]	NZ\$[INSERT HERE]	
4.	[milestone]	[date]	NZ\$[INSERT HERE]	NZ\$[INSERT HERE]	
5.	[milestone]	[date]	NZ\$[INSERT HERE]	NZ\$[INSERT HERE]	
6.	[milestone]	[date]	NZ\$[INSERT HERE]	NZ\$[INSERT HERE]	
7.	[Completion of expenditure programme]	[date] [To be no later than 31 March 2022]	NZ\$[INSERT HERE]] ³	NZ\$[INSERT HERE]	
	TOTAL		[Must be less or equal to Total Maximum Amount Payable]	[Must be equal to the total estimated cost of the expenditure programme]	

¹ All figures should be GST exclusive.

² You may choose to determine each maximum Funding instalment amount for a milestone on the basis of seeking funds either for application towards costs incurred for that milestone, or for application towards costs to be incurred for the following milestone.

³ The final Payment Request needs to be submitted with the quarterly report for the period ending 31 December 2021.

15. Briefly outline the final expected outcomes/objectives of the expenditure programme:

16. Briefly outline an assessment of how the expenditure programme supports the reform objectives set out in the Memorandum of Understanding relating to Three Waters Services Reform between you and the Sovereign in Right of New Zealand acting by and through the Minister of Local Government:

DIA USE ONLY

17. Additional requirements in respect of the Funding Agreement (such as specific reporting requirements):

The parties acknowledge and agree that this is the agreed Delivery Plan.

SIGNATURES

SIGNED by the **SOVEREIGN IN RIGHT OF NEW ZEALAND** acting by and through the Chief Executive of the Department of Internal Affairs or his or her authorised delegate:

Name:

Position:

Date:

SIGNED for and on behalf of

by the person(s) named below, being a person(s) duly authorised to enter into obligations on behalf of that territorial authority:

Name:

Position:

Date:

Name:

Position:

Date:

Our advice

Prepared for SOLGM

Prepared by Jonathan Salter and Lizzy Wiessing

Date 31 July 2020

PRIVILEGED AND CONFIDENTIAL

Three waters services reform MOU - no explicit triggers for consultation before territorial authorities sign

- | | |
|-------------------|--|
| Background | <ol style="list-style-type: none">1. You have asked us to prepare advice to be circulated to territorial authorities with the draft memorandum of understanding for three water services reform (MOU).2. Our advice proceeds on the presumption that councils will enter into the MOU after their annual plan for 2020/21 has been adopted. |
| Question | <ol style="list-style-type: none">3. Do territorial authorities need to consult their community before entering into the MOU? |
| Answer | <ol style="list-style-type: none">4. Generally, no. There are no explicit triggers for consultation before entering into the MOU. The decision to enter into it is of course subject to the general requirements relating to decision-making in Part 6 of the Local Government Act 2002 (LGA 02). If councils consider they do not have a reasonable understanding of community views in relation to the commitments arising from the MOU then they could choose to consult their communities about the decision. We expect this will be the exception not the norm.5. Certain choices made subsequently as to what projects to advance or steps to take might trigger consultation requirements at that time. |

Our reasons

		Page
Summary	<ul style="list-style-type: none"> The obligations assumed on upon entry into the MOU do not trigger any explicit requirements to consult in the LGA 02. The decision is subject to the general requirements relating to decision-making in Part 6 of the LGA 02, meaning local authorities may choose to consult. Subsequent decisions relating to either the reform or projects/funding aspects may trigger consultation requirements at that time. 	<p>2</p> <p>3</p> <p>3-4</p>
The obligations assumed upon entry into the MOU have no explicit consultation triggers	<p>6. The key commitment in the MOU is to working constructively together to support the objectives of the the three waters service delivery reform programme (page 3). The MOU contains objectives that will underpin the reform programme and inform the development of reform options/proposals and core reform design features (pages 3 and 4). We refer to this as the reform commitment.</p> <p>7. It is fundamental to the reform commitment that there is acknowledgement by both parties to the MOU that there are challenges facing the delivery of water services and infrastructure and the communities that fund and rely on those services, that are in need of solutions. These challenges are set out in summary form in the Background section. This section also makes it clear that the reform process and stimulus funding proposed by government is designed to support economic recovery post COVID-19 and address persistent systemic issues facing the three waters sector through a combination of:</p> <ul style="list-style-type: none"> Stimulation investment, to assist economic recovery through job creation and maintain investment in water infrastructure renewals and maintenance; and Reforming current water service delivery, into larger scale providers, to realise significant economic, public health, environmental, and other benefits over the medium to long term. <p>8. The Background refers to a shared understanding that a partnership approach will best support the wider community and ensure that the transition to any eventual new arrangements is well managed and as smooth as possible. This partnership approach is set out more fully in the section “Principles for Working Together” as a relationship based on mutual trust and respect, openness, non-adversarial dealings and constructive problem-solving, co-operation and information sharing. As principles to underpin dealings between local authorities and the Crown, these are uncontroversial.</p>	

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9. The reform objectives which “inform the development of reform options/proposals” are similarly self-evident with the possible exception of the objective of:

“Improving the co-ordination of resources, planning, and unlocking strategic opportunities to consider New Zealand’s infrastructure and environmental needs at a larger scale.”

10. This is offset to some extent by the objective of “undertaking the reform in a manner that enables local government to further enhance the way in which it can deliver on its broader “wellbeing mandates” as set out in the Local Government Act 2002.”
11. The parties to the MOU agree to consider minimum design features which include water service delivery entities of significant scale (most likely multi-regional) to enable benefits from aggregation to be achieved over the medium to long-term, structured as statutory entities.
12. Funding from central government to councils is available in three tranches. Tranche one funding will be provided following entry into the MOU and agreement to an associated funding agreement and delivery plan. The delivery plan will need to show that the funding is to be applied to opex or capex that supports economic recovery through job creation and maintains, increases or accelerates investment in core water infrastructure renewals and maintenance (page 5). The funding cannot be applied to projects already in a council’s annual plan. We refer to this as the projects commitment.
13. The MOU is effective from the date of signing until 30 June 2021, unless terminated earlier or extended.
14. Neither the reform commitment nor projects commitments bind councils to specific three waters projects. Rather, councils are committing to participate in a reform process looking at changes to three waters delivery and identify possible projects that are eligible for funding. The obligations are exploratory/investigative in nature.
15. The MOU cannot, and does not, supplant the planning, accountability and associated consultation obligations of local authorities in the LGA 02. These continue to apply when there is a relevant trigger.
16. Decisions on three waters projects are the likely outcome of the reform process and funding provided, after participation in the process, after entry into the MOU. The consultation can be undertaken at that time.

The decision to enter the MOU is subject to the Part 6 LGA 02 decision-making obligations –

17. Whether or not to enter into the MOU will be at councils’ discretion. As a decision, the decision will be subject to the general decision-making obligations in Part 6 of the LGA 02.
18. The Part 6 LGA 02 obligations include the section 78 obligation to consider the views and preferences of interested and affected
-

these do not strongly indicate that consultation is required

persons when making this decision, and determine whether consultation is needed or appropriate in order to identify those views and preferences.

19. This determination as to extent of compliance with section 78 will be a judgement for each council to make under section 79, and will depend in part on the particular council's significance and engagement policy (**SEP**), and its 2020/21 annual plan and current LTP.
20. The availability of Crown funding for core water infrastructure (at an amount disclosed before the MOU is entered into) is a unique opportunity to relieve local funding pressures that councils might reasonably expect their communities to support. The associated commitment to cooperate in a consideration of structural water reform is a subject on which councils may have limited understanding of community views. However, the exploratory/investigative nature of the reform commitment and the express provision in the MOU that it does not give rise to legally enforceable obligations, suggest the ready application of section 79(2) as a justification for not undertaking specific community engagement at this time.
21. Councils should check out of an abundance of caution that their SEP does not indicate a need to consult before entering the MOU. We expect it to be very unlikely that many policies will indicate consultation is required, including because of the nature of the obligations assumed upon entry into the MOU and that the decision is not irrevocable. Also potentially relevant is that the timeframes imposed by central government do not permit sufficient time to consult.
22. If councils enter into the MOU, they may want to consult subsequently on whether to continue their support of reform. LTP consultation in 2021 would be the obvious opportunity, and would provide timely information about whether to participate in tranche two.

Consultation triggers for decisions on three waters reform (post entry into the MOU)

23. Some specific LGA 02 consultation triggers that may be relevant to decisions on three waters reform (after participation in the reform process in the MOU) are:
 - 23.1 **Section 56** – councils must consult before becoming a shareholder in a council controlled organisation (**CCO**). If the reformed service delivery approach leads to councils being shareholders in new multi-regional providers (which seem likely to be CCOs), then section 56 may be triggered.
 - 23.2 **Section 97(1)(b)** – if the reformed delivery approach amounts to a “decision to transfer the ownership or control of a strategic asset to or from the local authority”, then it would be necessary to amend the council's LTP to explicitly provide for this decision, which requires consultation under section 93E. Water network assets are almost always listed as a strategic asset in SEPs.

23.3 **Section 137(3)(a)** – councils must consult before entering into a “joint arrangement”, which is an arrangement between a council and another party “for the purpose of providing water services or any aspect of a water service”. This trigger may be remote, particularly if central government in providing funding is not also seeking to provide any aspect of a water service.¹

Consultation triggers for decisions on three waters projects (post entry into the MOU)

24. One specific consultation trigger that needs to be considered is section 97(1)(a) of the LGA 02. If the projects being funded would significantly alter levels of service for three waters activities, then it would be necessary to amend the council's LTP to explicitly provide for this decision, which requires consultation under section 93E.
25. It will depend on particular councils' LTPs, but this trigger can likely be avoided by councils selecting appropriate projects. (This was generally achieved by councils as they responded to the impacts of COVID-19 during the annual plan process for 2020/21).
26. Leaving aside section 97(1)(a), section 78 will still be relevant. It should be reasonably safe for councils to not consult to address section 78 where projects are brought forward from future work programmes and the combined effect of these projects is not a significant or material variation from the 2020/21 annual plan or LTP.
27. As to whether the combined effect of projects brought forward is a significant or material variation from the 2020/21 annual plan or LTP will depend on the degree to which the projects are already provided for in the annual plan or LTP and what, if any, financial impact there may be on the particular council. If projects are already provided for in the infrastructure strategy (in the LTP) and they can be entirely funded from central government (meaning no negative financial impact on the council), it seems very unlikely that there will be a significant or material variation from the annual plan or LTP of any consequence to the community. On this basis, consultation is unlikely to be indicated.
28. Strictly, the provision of central government funding could create a material change to revenue commitments (even if it is downward rather than upward) that reflect in a change to financial statements included in an annual plan, that, given the degree of change, could be expected to be consulted on before being adopted. Councils encountered similar issues in preparing their annual plans to respond to COVID-19 where different funding sources (for example borrowing or reserve funds) have had to be employed from what was anticipated. These decisions tended to be made without further consultation if the council assessed that it did not affect levels of service with reference to section 97 or was within the scope of rate change consulted on. In the current circumstances, we consider that the fact that the change is not detrimental lessens the risk of not consulting and (having occurred after the annual plan has been

¹ Section 17A requires periodic reviews of service delivery, but this section in itself does not contain a trigger for consultation.

adopted) makes it something that is duly reported on in the annual report and treated as an operating surplus.

29. We note that councils are not absolutely bound by their plans or policies (under sections 96 and 80), but this does not remove the need to assess whether consultation is appropriate when departing from them. Consistency with plans and policies is often a criterion for significance in SEPs. Where consultation does not occur, relevant statutory compliance will likely include disclosure in the annual report, and perhaps resolving in accordance with section 80 (where the departure from the annual plan is significant).

**Please call or
email to discuss
any aspect of this
advice**

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CON960: Pōuto Road Seal Extension

Physical Works – Delegation of Authority to Award

Meeting: Kaipara District Council
Date of meeting: 26 August 2020
Reporting officer: Greg Monteith (Capital Works and Procurement Manager, NTA)

Purpose/Ngā whāinga

To seek approval for Council to delegate their authority to the Chief Executive to approve the award of Contract CON960 for Pōuto Road Seal Extension Physical Works.

Executive Summary/Whakarāpopototanga

Pōuto Road Seal Extension Phase 1 is a Provincial Growth Fund (PGF) project and is key to the success of other Kaipara Kick Start projects planned for the Pōuto Peninsula.

The contract award is for the sealing of stage one (first 10km of unsealed road). The works are time sensitive and to maximise the construction season and ensure this stage is completed in the 20/21 financial year we are seeking approval to delegate authority to award once procurement is complete.

Recommendation/Ngā tūtohunga

That the Kaipara District Council:

- a) Delegates authority to the Chief Executive to approve the award of Contract CON960 for Pōuto Road Seal Extension Physical Works subject to the contract price being within the approved project budget of \$5,050,000.

Context/Horopaki

Project Background

Pōuto Road Seal Extension Phase 1 is part of the Kaipara KickStart programme of works and funding is being provided by the Provincial Growth Fund (PGF).

The project aims to provide;

- tourists with safe access to and from the proposed wharf, as well as campgrounds and other high amenity locations;
- school and tertiary students with safe minivan and bus journeys;
- locals benefit from an increased level of service reducing major risk from the potential head to head collision with heavy freight; and finally
- the forestry drivers with correct geometry and speed guidance to enable safe and efficient transfer of wood.

Physical Works Procurement

A Procurement Business Case for Contract CON960, covering the physical works for Phase 1, was approved by Council on the 27th of May and implementation of the plan is underway with Registration of Interest process resulting in seven contractors being shortlisted;

- Broadspectrum,
- Fulton Hogan,
- Huband Contractors,

- Mason Contractors,
- TCD Civil Construction,
- United Civil Construction, and
- Wharehine Construction.

The second stage of the procurement process is currently underway, with each of the shortlisted contractors providing information for non-prices attributes that will be used in the Price Quality evaluation method. The attributes and corresponding weightings are;

- Relevant Experience and track Record – 10%
- Methodology, Resources and Social Objectives – 15%
- Relevant Skills – 15%.

The current estimated value of this Contract is \$4,200,000, which is in excess of the delegated authority of the Chief Executive and therefore requires Council approve to award.

This agenda is to request that Council delegates authority to the Chief Executive to award Contract 960 subject to the contract price being within the approved project budget of \$5,050,000.

Discussion/Ngā kōrerorero

This agenda item is for the award of the physical works required to complete Phase 1.

The aim is to reduce delays between the evaluation being completed and the award of the Contract and thus maximise the construction time. In doing so this will allow for the works to be awarded late August / early September rather than waiting for the September Council meeting (noting papers due by the 15th September) and gain an additional 4 to 5 weeks construction time.

It is noted a separate agenda item will be presented to Council to allow the inclusion into CON960 Phase 2 (next 10 km section) as a separable portion. The award of this portion of the works will be brought back to Council as a separate approval process.

Options

Option 1: Approve delegation of authority to the Chief Executive maximising construction time

Option 2: Decline. Request staff bring back an agenda item for contract approval to the September meeting.

The recommended option is **option 1**.

Policy and planning implications

There are no policy or planning implications.

Financial implications

The works are being funded through PGF and the current estimated value of the physical works is within the project budget of \$5,050,000.

Risks and mitigations

With the current changing political environment, the effects of Covid and the government's economic stimulus packages, there is a risk that if the funding is not committed soon, it could be repurposed to other works.

These works are key to the success of other Kaipara KickStart projects planned for the Pōuto Peninsula also being funded through PGF. If Pōuto Phase 1 does not go ahead, it is unlikely that Phase 2 and Pōuto Wharf will be able to continue.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Consultation with the community has been occurring since the start of this project, mainly through the Kaipara KickStart group, and the Pōuto community is generally supportive of the project.

Next steps/E whaiake nei

The procurement process for CON960 will continue as per the approved Procurement Plan and upon completion of the process and evaluation of the submissions, the recommended to award will be prepared.

If Council has delegated authority to award, the recommendation to award will be presented to the Chief Executive for approval or rejection, and the recommendation and decision reported to Council as per Kaipara District Council's policies.

If Council has chosen not to delegate authority to award, the recommendation to award will be presented to Council at the next available meeting date.

Attachments/Ngā tapiritanga

	Title
1	Procurement Plan – Pouto Road Seal Extension – Phase 1 Physical Works

File: **PROCUREMENT PLAN**

To: **Kaipara District Council**

CC: **Jim Sephton, Louise Miller**

From: **Rachael Mannion**

Date: **13 May 2020**

Subject: **Pouto Road Seal Extension – Phase 1 Physical Works**

Background

The Pouto Road Seal Extension Phase 1 project involves sealing 10km of Pouto Road, from the current end of seal through to the intersection with Ari Ari Road. This phase has been approved and the design work is underway.

The project aims to provide;

- tourists with safe access to and from the proposed wharf, as well as campgrounds and other high amenity locations;
- school and tertiary students with safe minivan and bus journeys;
- locals benefiting from an increased level of service reducing major risk from the potential head to head collision with heavy freight; and finally
- the forestry drivers with correct geometry and speed guidance to enable safe and efficient transfer of wood.

The project is part of the Kaipara Kick Start programme and the budget of \$5,050,000 is provided by the Provincial Growth Fund (PGF).

A rough order estimate for the physical works is \$4,200,000, plus GST.

Reason for the Report

The purpose of this report is to seek approval from the Kaipara District Council to proceed with the tendering of physical works for Pouto Road Seal Extension Phase 1.

Risk Management

The risk level has been assessed and is included in the table below.

Low	Medium	High
-----	--------	------

The tendering method selected below is based on the risk level determined above. The Price Quality Method (PQM) of tendering is the preferred option for this level of risk and project size.

A fail score on any non-price attribute will be sufficient reason to reject a tender (a score of 35% or less for any attribute is a fail score).

Procurement Method

The procurement process will be undertaken in three stages;

- Stage 1: Registration of Interest (RoI). Interested Contractors will be asked to supply basic information on their company. Some criteria will apply (i.e. Health and Safety Requirements and basic capabilities) to ensure that only those capable of undertaking the works register their interest and / or make the short list.
- Stage 2: The interested / shortlisted Contractors will be asked to supply more detailed information on certain attributes (to be determined). These attributes shall be scored by the evaluation team and any Contractors that do not meet the baseline criteria shall be excluded from the rest of the procurement process.
- Stage 3: The Contractors that meet the baseline criteria will be asked to supply a price to complete the works. The attribute scores and submitted prices shall be combined using the Price Quality Method to determine the preferred Contractor.

Procurement Objectives

The criteria mentioned above shall be focused on the Contractors ability to undertake the work safely, efficiently and too a high quality, as well as the benefits the Contractor can bring to the local economy and community. This procurement provides the opportunity to meet the following objectives of the Provincial Growth Fund and the Kaipara District Council;

- increase direct employment opportunities,
- improve viability of existing businesses,
- increase social inclusion and participation, and
- provide training opportunities for local people.

Program

Stage	Description	Indicative Time
1	Registration of Interest	Late May – June 2020
2	Attribute Information Submission	June – July 2020
3	Pricing	July – August 2020
4	Contract Awarded	September 2020

Approvals

Prepared by: Rachael Mannion

Position Procurement and Project Manager - NTA

Sign

Date

Approved by: Greg Monteith

Position Click here to enter text.

Sign 

Date ...20/05/2020.....

Approved by: Jim Sephton

Position General Manager - Infrastructure

Sign ... 

Date20/05/20.....

Approved by: Louise Miller

Position Chief Executive

Sign 

Date 20May20

4107:XXX

Approved by: Kaipara District Council

Date 27 May 20

5.4 Procurement Plan Approval for Accelerated Projects

Moved By: Mayor Smith

Seconded By: Cr del la Varis Woodcock

That the Kaipara District Council:

- a) Notes the procurement approach, plans and outline business cases provided within this report.
- b) Approves an exception from the requirement to provide a formal business case.
- c) Approves the recommended procurement approach for
 1. Kaihu Valley Trail
 2. Mangawhai Community Programme – 2020 Shared Path Package
 3. Kaipara Kickstart - Pouto Road
 4. Kaipara Kickstart - Waipoua River Road
 5. Shovel Ready Package

Carried

4107:XXX

Procurement Plan – Pōuto Road Seal Extension Phase 2 Physical

Meeting: Kaipara District Council
Date of meeting: 26 August 2020
Reporting officer: Greg Monteith (Capital Works and Procurement Manager - NTA)

Purpose/Ngā whāinga

To seek approval for Council for the Procurement Plan for Pōuto Road Seal Extension Phase 2.

Executive Summary/Whakarāpopototanga

Pōuto Road Seal Extension Phase 2 is a Provincial Growth Fund (PGF) project and is a key to the success of other Kaipara KickStart projects planned for the Pōuto Peninsula.

This agenda is for the procurement of the physical works for Phase 2. The procurement plan proposes including Phase 2 as a Separable Portion to the Phase 1 physical works contract (CON960).

Recommendation/Ngā tūtohunga

That the Kaipara District Council:

- a) Approves the Procurement Plan of Phase 2 of the Pōuto Road Seal Extension Physical Works.

Context/Horopaki

The Pōuto Road Seal Extension Phase 2 continues on from Phase 1 and involves sealing the remaining unsealed sections of Pōuto Road from the end of Phase Ari Ari Road to the end of the peninsula.

The project is part of the Kaipara Kick Start programme and is to be funded entirely from the Provincial Growth Fund (PGF).

The physical works portion of the Phase 2 is expected to be in the order of \$2,000,000 to \$3,000,000 and therefore requires Council to approve the procurement process.

Discussion/Ngā kōrerorero

Options

Option 1: Approve the Procurement Plan

Option 2: Reject the Procurement Plan

The recommended option is **Option 1**.

Policy and planning implications

None

Financial implications

There are no financial implications that this stage as the no Contract is being awarded.

Risks and mitigations

No major risks associated with the procurement of the physical works.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

Provided the procurement plan is approved, Phase 2 physical works shall be included in the pricing of CON960 as Separable Portion 2.

Attachments/Ngā tapiritanga

	Title
A	Procurement Plan - Pōuto Road Seal Extension Phase 2 Physical Works

File: PROCUREMENT PLAN
To: Kaipara District Council
CC: Jim Sephton, Louise Miller
From: Rachael Mannion
Date: 16 July 2020
Subject: Pōuto Road Seal Extension Phase 2 Physical Works

Background

The Pōuto Road Seal Extension Phase 2 continues on from Phase 1 and involves sealing the remaining unsealed sections of Pōuto Road from the end of Phase Ari Ari Road to the end of the peninsula.

The project is part of the Kaipara Kick Start programme and is to be funded entirely from the Provincial Growth Fund (PGF). \$330,000 of funding has been released for the investigation stage and a further \$2,800,000 for implementation has been 'approved in principle' and will be released upon acceptance of the business case that was submitted in early July 2020.

The physical works portion of the Phase 2 is expected to be in the order of \$2,500,000 to \$3,000,000.

Reason for the Report

The purpose of this report is to seek approval from the Kaipara District Council for the procurement plan of Pōuto Road Seal Extension Phase 2 Physical Works.

Risk Management

The risk level has been assessed and is included in the table below.

Low	Medium	High
-----	--------	------

The tendering method selected below is based on the risk level determined above.

Procurement Method

Direct Award at Council's Discretion

Phase 2 physical works will be included in CON960 (Pōuto Road Seal Extension Physical Works Phase 1) as a Separable Portion to be awarded solely at the discretion of the Principal (Kaipara District Council). This has the potential to reduce the costs of Phase 2 as the contract will already be established in the areas and have acquired all, or most, of the resources necessary to complete the works.

The Schedule of Prices for Phase 2 will include the items required to complete the physical work but the quantities will be estimates only. Once the detailed design for Phase 2 has been completed, the quantities and extent of work required will be confirmed. At that stage, if Council chooses, the final price for Phase 2 can be agreed with the Contractor, based on their tendered rates, and the works awarded.

Should the Contractor for CON960 be underperforming, unable or unwilling to complete both phases of the works within the timeframes, or unwilling to agree on a reasonable price, Phase 2 can be removed from CON960 and retendered.

Retendering

CON960 is to be evaluated using the Price Quality Method (PQM) and any contractors that do not meet the minimum requirements for each attribute are eliminated from the tender process. At the time this procurement plan was written, a Registration of Interest process for CON960 had closed, with seven contractors making the shortlist, however some of these may be eliminated in the next stage when their attributes are evaluated in much greater detail.

Should the Phase 2 works require retendering, rather than starting from scratch, those contractors that tendered for CON960 and were not eliminated, will be invited to be part of a closed tender process. The contractors will be evaluated using the Price Quality Method.

Procurement Objectives

The objectives of this procurement process is to obtain a contractor who will undertake the work safely, efficiently, to a high quality, can have the works completed in the timeframes required, and can contribute towards the social objectives of the Provincial Growth Fund and the Kaipara District Council;

- increase direct employment opportunities,
- improve viability of existing businesses,
- increase social inclusion and participation, and
- provide training opportunities for local people.

These objectives form part of the evaluation criteria for CON960 and will also be included in the evaluation of Phase 2 works, should they be re-tendered.

Program


The physical works for Phase 1 will be starting in the summer of 2020/2021 and the physical works for Phase 2 will need to be undertaken in the summer of 2021/2022 to be completed by June 2022 when the PGF agreement ends. It is anticipated that the detailed design for Phase 2 will be completed by mid-2021, at which time Council will also have enough information on the performance and capabilities of the Contractor undertaking Phase 1 of the works to be able to make an informed decision on whether or not to award Phase 2.

Making this decision in mid-2021 will allow enough time to negotiate a final price and / or retender the works and have the contractor start the physical works in late 2021, allowing at least 6 months for completion.

Approvals

Prepared by: Rachael Mannion


Position Procurement and Projects Manager - NTA

Sign 

Date 30 July 2020

Approved by: Greg Monteith


Position Capital Works and Procurement Manager - NTA

Sign 

Date 30/07/2020

Approved by: Jim Sephton

Position General Manager - Infrastructure

Sign 

Date 30/07/2020

Approved by: Louise Miller

Position Chief Executive

Sign 

Date 31 July 2020

Delegations Register update August 2020

Meeting: Kaipara District Council
Date of meeting: 26 August 2020
Reporting officer: Louise Miller, Chief Executive

Purpose/Ngā whāinga

To update some statutory functions of the Chief Executive to delegated authorities within Kaipara District Council.

Executive summary/Whakarāpopototanga

This report seeks Council approval to amend the Delegations Register for the following reasons:

- 1 Reflecting restructured operational team job titles - reflecting the job description title changes to the Delegations Register under RMA Delegations, CE Delegations, and CE Financial Delegations.
- 2 The Resource Consents Manager is empowered to consider RMA objections, and act accordingly.
- 3 Increased financial authority on infrastructure spend utilising the Professional Services Panel to \$100k; GM Infrastructure Services \$499k.
- 4 Allow the Professional Services Panel to make direct appointments to \$100k and closed competition within the panel for up to \$500k.
- 5 Increased CE financial authority from \$499k to \$750k due to the increase of infrastructure projects and financial authority of GM Infrastructure Services.
- 6 Contract variations on projects can be approved by the CE or General Manager if the value falls within the Council approved project budget.
- 7 Budget managers are redefined based on the Activity Responsibility Table.

Recommendation/Ngā tūtohunga

That the Kaipara District Council

- a) Approves the revisions to the Delegation Register as specified in the appendix of this report.

Context/Horopaki

Delegations ensure Council is operating in a compliant, timely and effective manner when undertaking business as usual operations.

The Chief Executive holds ultimate responsibility for the decision-making delegated.

The Delegations in the current form were first adopted by Council on 28 October 2014. An Officer Delegations Policy and Delegations Register was approved by Council at that time.

The Delegations Register details the ability of the Chief Executive to undertake day to day matters relating to Council with reference to statutory provisions and/or functions efficiently. Any and all amendments, additions or deletions to the statutes or functions undertaken by the Chief Executive under delegation must be authorised by Council resolution.

Council delegations were last updated in December 2019 when changes were made to several job titles, delegated expenditure of the GM Infrastructure Services and Digital Manager, and signatory.

The changes do not affect current processes which include:

- All procurement will give effect to the approved Kaipara Procurement Strategy.
- Specific Procurement Strategies (formally Business Cases) will be brought to Council for all projects, packages or programmes over \$500k for approval.
- Contract award above the CE delegation will be brought to Council for approval.

All procurement and contract activity will be reported in the exceptions report.

Discussion/Ngā kōrerorero

Options

Firstly, to note on items 3 – 6 below:

- All procurement will give effect to the approved Kaipara Procurement Strategy.
- Specific Procurement Strategies (formally Business Cases) will be brought to Council for all projects, packages or programmes over \$500k for approval.
- Contract awards under \$750k will be reported in the exceptions report.
- Contracts over \$750k will be brought to Council for approval.

In all cases below the recommended decision-making option is ‘option 1’.

1 Reflecting restructured operational team job titles. See appendix 1a.

Option 1: Approve delegations for restructured titles

Option 2: Status quo. If item 1 is not approved, many of our CE delegated authorities will not be able to authorise or act on legislative requirements for work purposes on the basis of their job title being incorrect.

2 The Resource Consents Manager is empowered to consider RMA objections, and act accordingly.

‘Authority to consider any objection (pursuant to this section) to an officer’s decision where the objection can be dismissed, upheld in whole or in part or in the case of an objection under section 357B(a), as it relates to an additional charge under section 36(3), remit the whole or any part of the additional charge over which the objection was made’.

Current delegation includes General Manager Engagement & Transformation, General Manager Sustainable Growth & Investment, General Manager Customer Experience, Monitoring & Compliance Services Team Leader

Option 1: Approve delegation

Option 2: Status quo which requires the Resource Consents Manager to seek approval from the General Manager Sustainable Growth & Investment.

3 Increased financial authority on infrastructure spend utilising the Professional Services Panel to \$100k; GM Infrastructure Services \$499k. See appendix 1b.

The Professional Services Panel for Water and Parks was competitively tendered in 2019. It provides a stronger basis for allocating work more directly as it provides mechanisms for performance evaluation and maintaining quality. With significant capital projects and PGF projects funded by MBIE, the quality management of contractor engagement through the Professional Services Panel is greatly enhanced.

Option 1: Approve new/increased financial delegations

Option 2: Status quo which requires more smaller project contract administration of contracts by GM Infrastructure Services and Chief Executive.

- 4 To authorise the Professional Services Panel to make direct appointments to \$100k and closed competition within the panel for up to \$500k. This ensures projects, especially ‘shovel ready’, are initiated quickly. See appendix 1b.**

Enabling the GM Infrastructure \$499k approval, three tender proposals are required from within the KDC Professional Services Panel to ensure best value, and the best contractor to achieve the project outcomes.

Option 1: Approve new financial delegations

Option 2: Status quo which requires more smaller project contract administration of contracts by GM Infrastructure Services and Chief Executive.

- 5 Increased CE financial authority from \$499k to \$750k due to the increase of infrastructure projects and financial authority of GM Infrastructure Services. See appendix 1b.**

The refreshed procurement strategy enables a more quality controlled and efficient method for identity costs requirements, utilisation of panel selected contractors. This would also create efficiencies with projects starting earlier, rather than waiting until the next Council meeting.

Option 1: Approve increased financial delegation

Option 2: Status quo which requires project contracts of values \$500k plus to be presented at the next Council meeting.

- 6 Contract price variations on projects can be approved by the CE or General Manager if the variation value falls within the Council approved project budget and is within the authorising persons delegated financial authority.**

This is a change to the current Delegations Register described here:

‘Authority to approve contract price variations of up to 20% of the contract price, subject to a maximum of \$100,000, provided that it is fiscally neutral and is either within budget or a substitution can be made.’

Option 1: Approve the change on the value criteria of contract variations.

Option 2: Status quo which limits the variation value to 20% of the contract price, or to a maximum of \$100,000, either within the approved budget.

- 7 Budget managers are redefined based on the Activity Responsibility Table. This is matching the LTP activity budget with the authorised delegation. See appendix 1c.**

Option 1: Approve delegations for restructured titles and/or changed budget managers.

Option 2: Status quo. If item 5 is not approved, many of our budget managers will not be able to authorise or sign off expenses or business processes for work purposes on the basis of their job title being incorrect or change in position responsibility.

Policy and planning implications

The enablement of our Resource Consents Team is implicated if they are unable to issue Resource Consents and make empowered decisions around District planning if the RMA legislation delegations weren't updated to the correct job titles.

In preparation for the IANZ BCA accreditation audit in September the relevant job titles needs to be updated in the risk register.

Financial implications

There is no direct financial impact to Council as a result of approving the updates of internal processes associated with these delegations. All budgets associated with any operational and capital spending are approved through the Annual Planning, Long Term Planning or

approved forecasting and is undertaken in compliance with the Procurement and Contract Management Manual.

Risks and mitigations

The Delegations Register is essentially a risk register therefore updates to this register mitigate risk ahead.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

When approved, these changes will be formally updated in the Delegation Register and distributed to the Executive Team for continued compliance and review. Where required, the Procurement Manual and Guideline will be updated to reflect changes.

Attachments/Ngā tapiritanga

Appendices 1a, 1b, 1c below on pages 4 – 7.

Items in red are changes to the existing Delegations Register.

Appendices

1a

Job description names changes applied to Delegations Register – effective 10 August 2020

Regulatory Manager	Monitoring & Compliance Services Manager
Monitoring & Compliance Services Team Leader	Monitoring & Compliance Services Team Leader
Team Leader Regulatory	
Planning Manager	Resource Consents Manager
Building Control Manager	Building Services Manager
Building Control Team Leader	Building Services Team Leader
Senior Building Control Officer	Senior Building Services Officer
Building Control Officer	Building Services Officer
Planning Team Leader	Resource Consents Team Leader
HR Business Partner	People & Capability Business Partner
Financial and Corporate Planning Manager	Financial Planning Lead
New position	Finance & Risk Manager
Property and Commercial Advisor	Property, Procurement & Commercial Manager
Waters & Waste Manager	Waste & Water Manager
Infrastructure Technical Officer	Waste Minimisation Lead
Customer Services Manager	Customer Support Manager
Regulatory Officer Consent	Post Approval Officer
Removed	Property Officer

1b
Financial Delegations -
tier limitations

Schedule 1

Provided that the expenditure is included in the Council's current approved Long-term Plan and budgeted for the year it is to be spent, or in an approved forecast or otherwise authorised by Council, the delegations set out in the following table apply.

Expenditure Range Within Budget	Procurement Requirements	CE delegation to:	Updated expenditure Range Within Budget
Less than \$50,000	For purchases up to \$50,000, oral quotations are permitted.	Budget Holder* or Budget Holder's General Manager or Delegated Project Manager	Less than \$50,000
\$50,000 - \$100,000	Three quotations are required, unless an exemption has been authorised by the General Manager.	General Manager	\$50,000 - \$100,000
	Direct appointments within the KDC Professional Services Panel are permitted up to 100k, unless authorised by the Chief Executive	General Manager Infrastructure Services / Professional Services Panel	Up to \$100,000
	Direct appointments within the KDC Professional Services Panel are permitted up to \$500k for closed competition by tendering three proposals, unless authorised by the Chief Executive	General Manager Infrastructure Services / Professional Services Panel	For infrastructure contracts only - Up to \$500,000

\$100,000 - \$300,000	Infrastructure works with a value of over \$100,000 are to be competitively tendered, unless an exemption has been authorised by the Chief Executive.	General Manager Infrastructure Services	\$100,000 - \$499,000
\$100,001 - \$499,000	Potential contracts with a value of over \$100,000, are to be competitively tendered, unless an exemption has been authorised by the Chief Executive.	N/A, with exception of delegation to General Manager Infrastructure Services as described above	\$100,001 - \$750,000
Expenditure Range Exceeds Budget	Council		Expenditure Range Exceeds Budget

1c

Current Budget Managers

- ♦ Chief Executive
- ♦ General Manager Sustainable Growth and Investment
- ♦ General Manager Engagement and Transformation
- ♦ General Manager People and Capability
- ♦ General Manager Customer Experience
- ♦ General Manager Infrastructure Services
- ♦ Water & Waste Manager
- ♦ Parks and Recreation Manager
- ♦ Property and Commercial Advisor
- ♦ Capital Works & Procurement Manager, NTA
- ♦ Iwi Relations Manager
- ♦ Communications and Engagement Manager
- ♦ Community Relationships Manager
- ♦ PGF Projects Manager
- ♦ Policy Manager
- ♦ PMO Manager
- ♦ Strategy and Governance Manager
- ♦ Administration Manager (Authorises spending for Cafeteria supplies, Postage courier, Stationery, Town Hall, Council Office maintenance, electricity, and cleaning both Dargaville and Mangawhai)
- ♦ Planning Manager
- ♦ Major Projects Lead
- ♦ Building Control Manager
- ♦ Quality Assurance Manager
- ♦ Financial Services Manager
- ♦ Revenue Manager
- ♦ Financial and Corporate Planning Manager
- ♦ Customer Services Manager
- ♦ Library Manager
- ♦ IT Manager (Authorises spending for IT software, hardware and telecommunications including consultancy)
- ♦ Regulatory Manager

New Budget Manager

- Chief Executive
- General Manager Customer Experience
- General Manager Engagement & Transformation
- General Manager Infrastructure Services
- General Manager People & Capability
- General Manager Sustainable Growth & Investment
- Communications, Community & Engagement Manager
- Administration Manager
- Building Services Manager
- Customer Support Manager
- Digital Services Manager
- Executive Assistant
- Finance & Risk Manager
- Health and Safety Advisor
- Library Manager
- Monitoring & Compliance Services Manager
- P&C Business Partner
- Parks and Recreation Manager
- PMO Manager
- Property, Procurement & Commercial Manager
- Resource Consents Manager
- Revenue Manager
- Strategy, Policy & Governance Manager
- Transportation Manager
- Waste & Water Manager

Clause 20A Correction of the District Plan in relation to Rule 12.10.18 Traffic Intensity

Meeting: Kaipara District Council
Date of meeting: 26 August 2020
Reporting officer: Paul Waanders, District Planner

Purpose/Ngā whāinga

To inform Council about the approval of a correction to the Operative Kaipara District Plan.

Executive summary/Whakarāpopototanga

A correction was required to Note 4 of Rule 12.10.18 of the Operative Kaipara District Plan, in order to give effect to an Environment Court's Consent Order. This note is in reference to Traffic Intensity relating to forestry activities.

This correction was to an administrative error whereby wording was not correctly copied into the District Plan as per the Consent Order. The decision to correct the provision was made under delegation by staff. This is required to be reported to Council for information.

Recommendation/Ngā tūtohunga

That the Kaipara District Council:

- a) Notes the decision made under delegation to correct Note 4 in Rule 12.10.18: Traffic Intensity of the Operative Kaipara District Plan.

Context/Horopaki

Clause 20A of the First Schedule of the RMA provides the opportunity to correct minor errors in an operative district plan. In terms of delegations, decisions on Clause 20A of the First Schedule to the RMA has been delegated inter alia to the Policy Manager provided that these decisions are reported to a Council meeting. This report deals with the correction of Note 4 of Rule 12.10.18 Traffic Intensity to bring it in line with the Environment Court's Consent Order.

The Acting Policy Manager, under delegation, has made the decision which is available in Attachment A.

Discussion/Ngā kōrerorero

A request was received for an investigation and possible correction to Note 4 in Rule 12.10.18 Traffic Intensity. This was the result of a resolution of an appeal from Hancock Forest Management NZ Ltd on the Kaipara District Plan as amended by Council resolution. The agreement reached amongst the parties was that the controls on Traffic Intensity under Rule 12.10.18 be amended to exempt existing forestry activities, including harvesting and replanting within five years, while it would apply to any new activities.

The Court Consent Order was issued on 19 July 2012 and contained the following provision.

Note 4: For clarification the replanting (within 5 years) and harvesting of a production forest is not considered a 'new activity' under this rule.

For some unexplainable reason the following Note was entered into the District Plan

Note 4: For clarification the replanting (within 5 years) and not harvesting of a production forest is not considered a 'new activity' under this rule.

This note with a double negative negates the agreement reached and ordered by the Court. The Clause 20A amendment therefore seeks to correct this by removing the word 'not' which is underlined above.

Clause 20A enables a council to amend its operative plan to correct any minor errors without using the First Schedule of the Resource Management Act. Case law has determined what constitutes an 'error' and what a 'minor' error will be.

In this case, it is clear that the Consent Memorandum and subsequent Environment Court Consent Order was not given effect to and an administrative error was made resulting in the need to correct the wording.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The Operative District plan will be updated with the correct wording and the forestry companies will be informed of the correction of Note 4 to Rule 12.10.18 Traffic Intensity.

Attachments/Ngā tapiritanga

	Title
A	Memo and attachments approving the Correction of the District Plan in relation to Rule 12.10.18 Traffic Intensity

Memorandum**To: Acting Policy Manager: Paula Hansen****From: District Planner: Paul Waanders****Date: 29 July 2020****Subject: Clause 20A Correction of the District Plan in relation to Rule 12.10.18 Traffic Intensity**

Background:

1. A request has been received for an investigation and possible correction to Note 4 in Rule 12.10.18 Traffic Intensity. The wording of this note was the result of a resolution of an appeal from Hancock Forest Management NZ Ltd on the Kaipara District Plan as amended by Council resolution.
2. Hancock Forest Management NZ Ltd lodged an appeal to the Environment Court on the approved Kaipara District Plan with relation to Rule 12.10.18 Traffic Intensity. They requested that the rule be deleted or an exemption for temporary or seasonal traffic movements including those from forestry activities provided. Several sec 274 parties including other forestry companies in support and the Department of Conservation opposing joined the appeal. (Attachment A and B shows the appeal)
3. During Court assisted mediation it was made clear that the appellant opposes Rule 12.10.18 on the basis that the controls on traffic intensity proposed were not appropriate for seasonal activities such as forestry. The appellant sought that temporary or seasonal traffic movements, including those from forestry activities, should be exempted from the controls on traffic intensity under Rule 12.10.18.
4. The agreement reached was that the parties agreed that the controls on traffic intensity under Rule 12.10.18 be amended to exempt existing forestry activities, including harvesting and replanting within five years, but apply to any new activities. (Attachment C).
5. The Court Consent Order was issued on 19 July 2012 and contained the following provision. (Attachment D)

Copy of Court Consent Order with the highlighted phrases included

12.10.18 Traffic Intensity

Rule	Parameter	Rural Permitted Activity Performance Standard	Activity Status if the Activity does not meet the Performance Standard	Assessment Criteria
12.10.18	Traffic Intensity	<p>Any activity is permitted if the cumulative traffic generated on any road does not exceed 60 daily one way movements based on the Traffic Intensity Factor Guidelines in Appendix 25F. Except that single dwellings, temporary military activities and construction traffic (associated with the establishment of an activity) are exempt from this standard.</p> <p>Note 1: Traffic Intensity factor guidelines are included in Appendix 25F of this Plan and can be used to calculate the likely traffic generation of particular activities. The Traffic Intensity Factor is based on the average daily one way traffic movements for a particular activity (and therefore</p>	Restricted Discretionary Activity	<p>Where an activity is not permitted by this Rule, Council will restrict its discretion to the following matters when considering an application for Resource Consent:</p> <ul style="list-style-type: none"> i) The time of day when any extra vehicle movements will occur; ii) The distance between the location of vehicle movements and adjacent properties; iii) The width and capacity of any road to be able to cope safely with vehicle movements;
		<p>allows for seasonal variations). Applicants may be required to apply to the Council for a Certificate of Compliance where an activity has the potential to generate 50 or more daily one way movements.</p> <p>Note 2: As part of an application for Certificate of Compliance or Resource Consent under this rule Council may request that a Traffic Impact Assessment prepared by a suitably qualified Traffic Engineer be provided.</p> <p>Note 3: This calculation only applies when establishing a new activity on a site. However, the Traffic Intensity Factor for the existing uses on site (apart from those exempted below) will be taken into account when assessing new activities in order to address cumulative effects.</p> <p>Note 4: For clarification, the replanting (within 5 years) and harvesting of a production forest is not considered a 'new activity' under this rule.</p>		<ul style="list-style-type: none"> iv) The effect of traffic on the amenity and character of the surrounding area; v) The effect of changing capacity on the amenity and character (including natural character) of the surrounding area; vi) The nature of the surface (sealed or otherwise) on the adjoining road network; vii) The potential for dust nuisance to be generated from the site and its effects on adjoining properties and prevailing wind direction; viii) The safety and efficiency of vehicle access onto the road; ix) The volume and speed of traffic on the roads affected; x) The hierarchy of the roads

However, the published Operative District Plan shows the following changes to Rule 12.10.18 Note 4: and has an added word 'not' included which nullifies the Court Consent Order by the double negative and therefore harvesting of older production forest to be excluded.

12.10.18	Traffic Intensity	<p>Any activity is permitted if the cumulative traffic generated on any road does not exceed 60 daily one way movements based on the Traffic Intensity Factor Guidelines in Appendix 25F. Except that single dwellings, temporary military activities and construction traffic (associated with the establishment of an activity) are exempt from this standard.</p> <p>Note 1: Traffic Intensity factor guidelines are included in Appendix 25F of this Plan and can be used to calculate the likely traffic generation of particular activities. The Traffic Intensity Factor is based on the average daily one way traffic movements for a particular activity (and therefore allows for seasonal variations). Applicants may be required to apply to the Council for a Certificate of Compliance where an activity has the potential to generate 50 or more daily one way movements.</p> <p>Note 2: As part of an application for Certificate of Compliance or Resource Consent under this rule Council may request that a Traffic Impact Assessment prepared by a suitably qualified Traffic Engineer be provided.</p> <p>Note 3: This calculation only applies when establishing a new activity on a site. However, the Traffic Intensity Factor for the existing uses on site (apart from those exempted below) will be taken into account when assessing new activities in order to address cumulative effects.</p> <p>Note 4: For clarification, the replanting (within 5 years) and <u>not</u> harvesting of a production forest is not considered a 'new activity' under this rule.</p>
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6. It is not clear how and why the changes were made, but the double negative is contrary to the Consent Memorandum signed by all parties, which was then encapsulated in the Court Consent Order. In terms of section 293(1) of the Resource Management Act 1991 the Court may direct the local authority, after a hearing, to amend the District Plan as ordered. These changes are made under Clause 16 of the First Schedule to the RMA.

Legal Position

Clause 20A enables a Council to amend its operative plan to correct any minor errors without using the First Schedule of the Resource Management Act. Case law has determined what constitutes an 'error' and what a 'minor' error will be. An error is simply a mistake or inaccuracy which has crept into the plan. A correction can contain a clerical mistake or error arising from an accidental slip or omission, but the use of the slip rule is only applicable when it is used to correct a slip in the "expression" of the statement and not the "content".

In this case it is clear that the parties and the Court agreed that older plantations (including those planted within 5 year) are not considered as "new planting" and are therefore exempt from the Traffic Intensity Rule 12.10.18.

It is not clear where the double negative comes from but is clear that planning and harvesting of 5 year and older plantation forestry are exempt from the provisions of the Rule.

Delegation

The authority to make minor amendments to correct minor errors on an Operative District Plan has been delegated to inter alia the Policy Manager subject to the condition that this decision has to be reported to the next Council meeting.

Recommendation

That the erroneous Note 4 to Rule 12.10.18 be replaced with the provisions as agreed by all the parties in accordance with the Consent Court Order ENV-2011-ALK-000225 dated 19 July 2012

“Note 4: For clarification the replanting (within 5 years) and harvesting of a production forest is not considered a ‘new activity’ under this rule.”

That the parties be informed and

That the report be submitted to Council for information



Paul Waanders: District Planner

Recommendation is approved



Paula Hansen

Acting Policy Manger

Date: 30 July 2020

[Attachment A Appeal Hancock Forest Management NZ Ltd](#)

[Attachment B DOC as Sec 274 Party](#)

[Attachment C Consent Memorandum](#)

[Attachment D Court Consent Order](#)

Form 7
Notice of appeal to Environment Court against decision
on proposed policy statement or plan

Clause 14(1) of First Schedule, Resource Management Act 1991

To The Registrar
Environment Court

P.O.Box 7147

Wellesley Street 1141
AUCKLAND

1. Name and Address of Appellant

We, Hancock Forest Management (NZ) Ltd,

appeal against a part of a decision of Kaipara District Council on the Proposed Kaipara District Plan.

2. Name of Authority Issuing the Proposed Plan Decision

Kaipara District Council

3. Date of Receipt of the Decision

The Notice of Decisions was received on 4 October 2011.

4. Submissions

We lodged submissions on the matters that our appeal relates to.

5. Trade Competitor

We are not a trade competitor for the purposes of section 308D of the Resource Management Act 1991.

6. General Description of the Subject Matter of the Decision and Specific Provisions being Appealed

This appeal relates to the decisions of the Kaipara District Council on the Proposed Kaipara District Plan and in particular the following matters:

(a) Rule 12.10.1 Excavation and Fill

(b) Rule 12.10.18 Traffic Intensity

- (c) Rule 12.10.25 Vehicle Access and Driveways
- (d) Consequential amendments - there may be a need to alter other rules and definitions as a consequence of any changes to the above.

7. Reasons for the Appeal

(a) *Rule 12.10.1 Excavation and Fill*

The rule is not easy to read and therefore it is not clear if earthworks in forestry is permitted or not. The exemption in (4) provides for forestry as a permitted activity, but the newly inserted definition of forestry does not specifically include earthworks.

The appellant did not actually request the exemption for forestry in the rule being based on being a signatory to the New Zealand Forest Accord. The Accord is an agreement between various parties controlling indigenous vegetation removal. However the Appellant did provide evidence about the processes and systems associated with a forest being third party certified under the Forest Stewardship Council (FSC). It appears that there may have been confusion between the two.

(b) *Rule 12.10.18 Traffic Intensity*

The definition of forestry includes felling and removal of trees and it appears that forestry is permitted activity throughout the district. However a major component of forestry is the transport of logs from the site to market, and that changes the status of forestry harvesting to a discretionary consent.

The rule is not clear as to how vehicle movements are calculated and if an averaging effect is taken into account. If there are more than 30 truck movements (inward and outward) per day into any property, regardless of the entrance used a consent would be required.

It is not clear what is the effect that is of concern, - heavy vehicle use of roads or the numbers of vehicles? In a forestry situation while there may be no more than 10-20 logging trucks a day to service a crew, once the vehicles for the crew, supervision and servicing is taken into account the 30 vehicle movements per day could be exceeded. Furthermore the crew vehicle movement numbers can not be predicted as they may use a van for crews or choose to arrive on site with separate vehicles.

It is not clear how the activity that generates the vehicle movements will be interpreted. If forestry is a permitted land use how will any component of that permitted land use be assessed for this rule? This creates great uncertainty for the industry.

The rule is biased against activities that have a cyclical nature such as forestry compared to activities with ongoing daily high vehicle movements like a motel. There is a perception that forestry has a greater intensity of vehicle movements than other rural land uses, or that log trucks create greater damage than other forms of heavy vehicles such as milk tankers or stock trucks.

When taken over the full life cycle of a forest research shows that per hectare vehicle movements from forestry is approximately equivalent to a beef finishing operation and approximately 40% of that from a dairy farm. This rule based on daily vehicle movements if not averaged over the cycle of what is a forest (being a permitted activity) does not take the above information into account.

The upgrade and maintenance of district roads that service forests is funded through the General Rate, the Regional Development Fund, Road User Charges and in some rating years a targeted forestry rate. This rule is therefore not necessary to achieve the objectives of the council with regard to use of rural roads.

Rule 12.10.25 Vehicle Access and Driveways

The rule is impractical for forestry and not effects based. It appears that under rule 12.10.25 (b) existing forestry and access points to roads controlled by the Kaipara District Council will have to meet the Council's standard. The standards appear to be developed more for urban situations and are not appropriate for access to forestry land.

Furthermore rule 12.10.25 (d) on driveways appears to be more for urban uses but the rule, because of its lack of definitions, appears to potentially capture the standard of forestry roads (and driveways) within a property. This is not an efficient use of resources or necessary to meet the council objectives

8. Relief Sought

- (a) Amend Rule 12.10.1 (4) a) to: *Excavations and fill associated with forestry operations if the company has Forest Stewardship Council certification or similar third party certification.,*

Alternatively amend the newly inserted definition of Forestry to specifically include associated earthworks associated with forestry, for example:

Forestry: *The ongoing management of native or exotic trees or stands of trees deliberately established for commercial purposes for the production of timber related products, and includes activities associated with land preparation, planting, pruning, felling and removal of trees from the site including the construction and maintenance of forestry roads and landings and the location and operation of mobile sawmill facilities on a site but excludes any other sawmilling or timber processing.*

- (b) Delete Rule 12.10.18 or provide an exemption for temporary or seasonal traffic movements including those from forestry activities.
- (d) Amend Rule 12.10.25 to provide an exemption for forestry access and internal roads, and insert the word 'new' into the second part of rule 12.10.25 (b) in relation to accessways on to roads controlled by Kaipara District Council, to clarify it applies to new accessways as follows:

*For **new** vehicle crossings on to roads controlled by the Kaipara District Council all Council engineering requirements have been satisfied.*

- (e) Such further or other relief as may satisfy the concerns raised in this appeal.

DATED at this the 9th day of November 2011

Signed by



On behalf of **Hancock Forest Management (NZ) Ltd**

Address for service of appellant:	PO Box 648 Tokoroa
Telephone:	07 885 0350
Fax/email:	07 885 0395 / SStrang@hnrq.com
Contact person:	Sally Strang

Annexures

- (a) A copy of the submission related to this appeal
- (b) A list of names and address of persons to be served with a copy of this notice of appeal.

(b) list of names and addresses of persons to be served with a copy of this appeal

Rayonier New Zealand Ltd
PO Box 13-285
Tauranga 3285
Attn: Kelvin Meredith

Farmers of New Zealand Inc, Kaipara Citizens and Ratepayers Association Inc, Pouto Topu A Trust
PO Box 484
Whangarei 0140
Attn: Ian Walker

Northland RMA Forestry Forum
C/o Northland Regional Council
Private Bag 9021
Whangarei 0148
Attn: Ursula Buckingham

Fonterra Co-operative Group Ltd
PO Box 73024
Auckland International Airport
Auckland 2150
Attn: Graeme Mathieson

Horticulture NZ
PO Box 10 232
The Terrace
Wellington 6143
Attn: Chris Keenan

Jonathen Hogan
PO Box 14068
Panmure
Auckland 1741

New Zealand Railways Corporation
PO Box 593
Wellington 6140
Attn: Aaron Hudson

Department of Conservation (Northland Conservancy)
PO Box 842
Whangarei 0140
Attn: A Riddell

New Zealand Fire Service
PO Box 2133
Wellington 6140
Attn: Clare Frisby

ENV-2011-AKL-000255

IN THE MATTER OF the Resource
Management Act 1991
("the Act")

AND

IN THE MATTER OF HANCOCK FOREST
MANAGEMENT NZ
LIMITED
Appellant

BETWEEN

AND KAIPARA DISTRICT
COUNCIL
Respondent

NOTICE OF PERSON'S WISH TO BE PARTY TO PROCEEDINGS

To The Registrar
Environment Court
Auckland

1. I, Alastair Morrison, the Director-General of Conservation, wish to be a party to the proceedings ENV-2011-AKL-000225 Hancock Forest Management NZ Limited v Kaipara District Council, an appeal on the proposed Kaipara District Plan ("the proposed Plan").
2. I am a person who made a submission about the subject matter of the proceedings.
3. I am not a trade competitor for the purposes of section 308C of the Resource Management Act 1991.
4. I am interested in part of the proceedings. The part of the proceedings I am interested in relates to:
 - Traffic Intensity (Rule 12.10.18)
5. I conditionally oppose the relief sought in these parts of the proceedings because

Persons Served With Copy of This Notice:

Hancock Forest Management (NZ) Ltd
Attn: Sally Strang
P O Box 648
Tokoroa 3444

SStrang@hnrg.com

Kaipara District Council
Private Bag 1001
DARGAVILLE
Attn: Mark Vincent

mvincent@kaipara.govt.nz

Barrister:
Gill Chappell
PO Box 87070
Meadowbank
AUCKLAND 1742

gkchappell@xtra.co.nz

Andrew Green/Melinda Dickey
Brookfields
PO Box 240
AUCKLAND 1140

Solicitor Acting:
Trish Fordyce
P O Box 5791
Wellesley Street
AUCKLAND 1141

Rayonier NZ Limited
Attn: Charlotte Jones
PO Box 13 285
TAURANGA 3285

BEFORE THE ENVIRONMENT COURT

IN THE MATTER of the Resource Management Act 1991 ("**the Act**")

AND

IN THE MATTER of an appeal under clause 14 of the First Schedule to the Act on the Proposed Kaipara District Plan

BETWEEN **HANCOCK FOREST MANAGEMENT NZ LIMITED**

Lodgement: ENV-2011-AKL-000225

Topic: ENV-2012-349-000014

Appellant

AND **KAIPARA DISTRICT COUNCIL**

Respondent

**JOINT MEMORANDUM OF THE PARTIES IN SUPPORT OF A PARTIAL
CONSENT ORDER**

**BROOKFIELDS
LAWYERS**

A M B Green / L M O'Reilly
Telephone No. 09 379 9350
Fax No. 09 379 3224
P O Box 240
DX CP24134
AUCKLAND

MAY IT PLEASE THE COURT

INTRODUCTION

1. This appeal by Hancock Forest Management NZ Limited ("**the Appellant**") relates to the decisions of the Kaipara District Council on submissions to its Proposed Kaipara District Plan ("**the Proposed Plan**").
2. Rayonier NZ Limited and the Director General of Conservation are parties to this appeal under section 274 of the Resource Management Act 1991 ("**the Act**").
3. The Appellant appealed provisions of the Proposed Plan relating to earthwork and transport issues. This Memorandum and the draft Partial Consent Order attached to it, are provided in relation only to those parts of the appeal relating to transport issues, those issues having been dealt with under Topic ENV-2012-349-000014 of the appeal proceedings on the Proposed Plan.

THE APPEAL

4. The Appellant opposed Rule 12.10.18 of the Proposed Plan on the basis that the controls on traffic intensity proposed by that rule were not appropriate for seasonal activities such as forestry. The Appellant sought that temporary or seasonal traffic movements, including those from forestry activities, should be exempted from the controls on traffic intensity under Rule 12.10.18.
5. The Appellant also opposed Rule 12.10.25 controlling vehicle access and driveways. The Appellant considered this rule to be inappropriate when applied to access for forestry land or forestry roads.

DETAILS OF PROPOSED SETTLEMENT

6. At the Court-assisted mediation on Topic ENV-2012-349-000014 held on 30 March 2012, and through subsequent correspondence between the parties, changes were agreed to Rules 12.10.18 and 12.10.25 of the Proposed Plan to address the appeal.

7. The parties agreed that the controls on traffic intensity under Rule 12.10.18 be amended to exempt existing forestry activities, including harvesting and replanting within five years, but apply to any new activities.
8. In terms of Rule 12.10.25(b) it is proposed that the rule be amended to provide that any new or upgraded vehicle crossing on to roads controlled by the Council shall be required to satisfy the Council's engineering requirements. It was also agreed, that the standards stipulated in Rule 12.10.25(d) for the formation of driveways should not be applicable in the case of internal forestry roads.
9. As a result of those agreements detailed above, the parties have agreed amendments to the text of Rules 12.10.18 and 12.10.25 of the Proposed Plan. That revised text is set out in the Annexure A to the draft Partial Consent Order attached to this Memorandum.
10. The parties are satisfied that the proposed amendments to Rules 12.10.18 and 12.10.25 of Chapter 12 of the Proposed Plan are:
 - (a) Appropriate for achieving the purpose of the Act; and
 - (b) Appropriate for achieving the objectives and implementing the policies for the Kaipara District.

DRAFT PARTIAL CONSENT ORDER

11. The parties therefore respectfully request that the Court:
 - (a) Make an order resolving this appeal in the terms of the **attached** draft Partial Consent Order, in so far as the appeal relates to Rules 12.10.18 and 12.10.25 of the Proposed Plan; and
 - (b) Makes no order as to costs.

12. For completeness, the parties record that the remainder of the appeal remains extant.

DATED the 19th of July 2012


A M B Green
Counsel for the Kaipara District Council

G Chappell
Counsel for Hancock Forest Management NZ Limited

 10/7/12
C Jones
On behalf of Rayonier New Zealand Limited

E Jamieson
Counsel for the Director-General of Conservation

12. For completeness, the parties record that the remainder of the appeal remains extant.

DATED the of July 2012

A M B Green
Counsel for the Kaipara District Council



G Chappell
Counsel for Hancock Forest Management NZ Limited

C Jones
On behalf of Rayonier New Zealand Limited

E Jamieson
Counsel for the Director-General of Conservation


12. For completeness, the parties record that the remainder of the appeal remains extant.

DATED the of July 2012

A M B Green
Counsel for the Kaipara District Council

G Chappell
Counsel for Hancock Forest Management NZ Limited

C Jones
On behalf of Rayonier New Zealand Limited



~~E Jamieson~~ *Christopher M Jenkins* *Conservation*
Counsel for the Director-General of Conservation

IN THE MATTER

of the First Schedule to the
Resource Management Act 1991

AND

IN THE MATTER

of an appeal under clause 14 of
the First Schedule to Act

BETWEEN

**HANCOCK FOREST
MANAGEMENT NZ LIMITED**

ENV-2011-AKL-000225

Appellant

AND

KAIPARA DISTRICT COUNCIL

Respondent

BEFORE THE ENVIRONMENT COURT

Acting Principal Environment Judge L J Newhook sitting alone under section 279 of the Act

IN CHAMBERS at Auckland.

CONSENT ORDER

Introduction

1. The Court has read and considered the appeal and the Memorandum of the Parties dated 19 July 2012.
2. Rayonier NZ Limited and the Director-General of Conservation have given notice of their intention to become parties under section 274, and have signed the memorandum of the parties setting out the relief sought.
3. The Court is making this order under section 279(1)(b) of the Act by consent, rather than representing a decision or determination on the merits pursuant to section 297 of the Act. The Court understands for present purposes that:
 - (a) The parties whose signatures are endorsed on the accompanying Memorandum are requesting this order; and



- (b) Those parties are satisfied that all matters proposed for the Court's endorsement fall within the Court's jurisdiction, and conform to relevant requirements and objectives of the Resource Management Act 1991, including in particular Part 2.
- (c) All parties are aware that the consent order is a partial settlement of the appeal.

Order

4. Therefore, the Court orders, by consent, that part of the appeal is resolved to the extent that that the Kaipara District Council is directed to amend Chapter 12 of the Proposed Kaipara District Council Plan ("**Proposed Plan**") as shown in the attachment to this order marked "**Annexure A**". The parties have agreed changes to the following rules of the Proposed Plan:
 - (a) 12.10.18 Traffic Intensity
 - (b) 12.10.25 Vehicle Access and Driveways
5. The appeal is otherwise extant.
6. There is no order as to costs in relation to this order.

DATED at Auckland this

7th

day of

August

2012



L J Newhook
Acting Principal Environment Judge





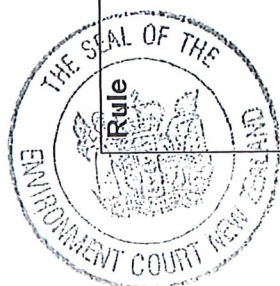
"Annexure A"

The agreed changes to the Proposed Kaipara District Plan are as follows (additions in underline and deletions are in ~~strikethrough~~):

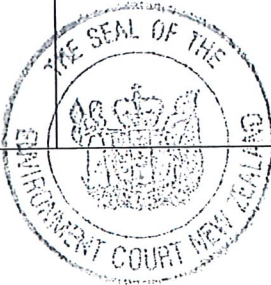
12.10 Performance Standards Rural Land Use

... 12.10.18 Traffic Intensity

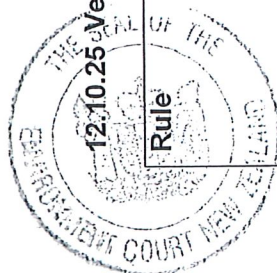
Rule	Parameter	Rural Permitted Activity Standard	Activity Performance	Activity Status if the Activity does not meet the Performance Standard	Assessment Criteria
12.10.18	Traffic Intensity	Any activity is permitted if the cumulative traffic generated on any road does not exceed 60 daily one way movements based on the Traffic Intensity Factor Guidelines in Appendix 25F. Except that single dwelling s, temporary military activities and construction traffic (associated with the establishment of an activity) are exempt from this standard.		Restricted Discretionary Activity	Where an activity is not permitted by this Rule, Council will restrict its discretion to the following matters when considering an application for Resource Consent: i) The time of day when any extra vehicle movements will occur; ii) The distance between the location of vehicle movements and adjacent properties; iii) The width and capacity of any road to be able to cope safely with vehicle movements;



Rule	Parameter	Rural Permitted Activity Standard	Activity Performance	Activity Status if the Activity does not meet the Performance Standard	Assessment Criteria
			<p>allows for seasonal variations). Applicants may be required to apply to the Council for a Certificate of Compliance where an activity has the potential to generate 50 or more daily one way movements.</p> <p>Note 2: As part of an application for Certificate of Compliance or Resource Consent under this rule Council may request that a Traffic Impact Assessment prepared by a suitably qualified Traffic Engineer be provided.</p> <p>Note 3: This calculation only applies when establishing a new activity on a site. However, the Traffic Intensity Factor for the existing uses on site (apart from those exempted below) will be taken into account when assessing new activities in order to address cumulative effects.</p> <p>Note 4: For clarification, the replanting (within 5 years) and harvesting of a production forest is not considered a 'new activity' under this rule.</p>		<p>iv) The effect of traffic on the amenity and character of the surrounding area;</p> <p>v) The effect of changing capacity on the amenity and character (including natural character) of the surrounding area;</p> <p>vi) The nature of the surface (sealed or otherwise) on the adjoining road network;</p> <p>vii) The potential for dust nuisance to be generated from the site and its effects on adjoining properties and prevailing wind direction;</p> <p>viii) The safety and efficiency of vehicle access onto the road;</p> <p>ix) The volume and speed of traffic on the roads affected;</p> <p>x) The hierarchy of the roads</p>

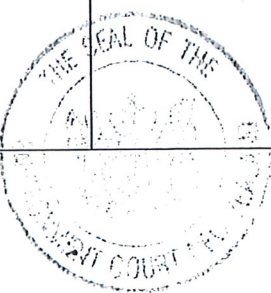
Rule	Parameter	Rural Permitted Activity Standard	Activity Status if the Activity does not meet the Performance Standard	Assessment Criteria
				affected;
				xi) Any congestion or safety issues on roads affected;
				xii) The type and number of vehicles expected to access the <i>site</i> ;
				xiii) The <i>vehicle crossing</i> layout;
				xiv) Financial contributions for road upgrading; and
				xv) The requirements of the <i>Kaipara District Council Engineering Standards 2011</i> .


...

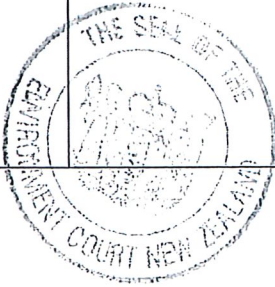



12.10.25 Vehicle Access and Driveways

Rule	Parameter	Rural Permitted Activity Standard	Activity Status if the Activity does not meet the Performance Standard	Assessment Criteria
12.10.25	Vehicle Access and Driveways	<p>Any activity is permitted if:</p> <p>a) The owner or occupier of each <i>site</i> shall provide and maintain at all times adequate access for emergency vehicles and vehicles generally associated with activities on site;</p> <p>b) For new <i>vehicle crossings</i> on to State Highways, all NZ Transport Agency engineering requirements have been satisfied; or</p> <p>For new or upgrades to vehicle crossings on to roads controlled by Kaipara District Council all <i>Council</i> engineering requirements have been satisfied (e.g. <u>compliance with the Kaipara District Council Engineering Standards 2011 or other engineering standards with the agreement of Council</u>);</p>	Restricted Discretionary Activity	<p>Where an activity is not permitted by this Rule, <i>Council</i> will restrict its discretion to the following matters when considering an application for Resource Consent:</p> <p>i) Whether and the extent to which the vehicle access and <i>driveway</i> meets the performance standards in Rule 12.10.24 or the <i>Kaipara District Council Engineering Standards 2011</i>;</p> <p>ii) The provision of safe, practical access for all persons and vehicles likely to need access to the <i>site</i>, including pedestrian, cycle, disabled and vehicular;</p> <p>iii) The expected vehicle operating speeds and methods of controlling vehicle speeds;</p>

Rule	Parameter	Rural Permitted Activity Performance Standard	Activity Status if the Activity does not meet the Performance Standard	Assessment Criteria
		<p>c) Where a loading ramp is required it shall not be located within 25m of the edge of a traffic lane;</p> <p>d) Each site shall be provided with and maintain a driveway to the following standard:</p> <ul style="list-style-type: none"> - Formed with an all-weather surface; - For driveways of greater than 100m, a passing bay shall be provided no further apart than 1 per 100m; - For a driveway servicing up to 6 dwellings the minimum width of 3.0m and for between 7 and 30 dwellings a minimum width of 5.5m and for more than 30 dwellings a width of 6m; - The maximum gradient shall be 1:5 for sealed and 1:8 for gravel driveway; 		<p>iv) The ease of access to and from, and within the site.</p> <p>v) Adequacy of sight distances at the vehicle crossing and along the access;</p> <p>vi) Possible measures or restrictions on vehicle movements in and out of the access;</p> <p>vii) Possible adverse effects on Council infrastructure or adjoining properties;</p> <p>viii) The provision made to mitigate the effects of stormwater runoff, and any impact of roading and access on waterways, ecosystems, drainage patterns or the amenities on adjoining properties;</p> <p>ix) Any traffic safety or congestion problems in the area;</p> <p>x) Any foreseeable future changes in</p>

Rule	Parameter	Rural Permitted Activity Performance Standard	Activity Status if the Activity does not meet the Performance Standard	Assessment Criteria
		<ul style="list-style-type: none"> - Shall include internal manoeuvring area sufficient that vehicles using the driveway do not need to reverse onto a <i>road</i> or shared driveways (in accordance with 90th percentile vehicle manoeuvring figures in Appendix 25C: Parking, Loading and Manoeuvring Standards); 		<p>traffic patterns in the area;</p> <p>xi) If a new access is being provided or modification of an existing access onto a State Highway, or on sites that have access over a railway line, whether the consent of the NZ Transport Agency or New Zealand Railways Corporation is obtained; and</p>
		<ul style="list-style-type: none"> - Access and manoeuvring areas shall comply with the New Zealand Building Code acceptable solutions C/AS1 Part 8.1 (Fire Service Vehicular Access 2010); - Where a private driveway is gated, the gates shall be located at least 13m from the edge of the public road carriageway (with an 80 or 100km/h speed limit) where the gate opens into the site or 13m plus the gate width where it opens toward the road; unless onto a State Highway (where gate setbacks may be higher and are required to be complied with); 		<p>xii) Whether and the extent to which the design of vehicle access and driveways meets the requirements of the NZ Building Code acceptable solutions C/AS1 Part 8.1 (Fire Service Vehicular Access).</p>

Rule	Parameter	Rural Permitted Activity Performance Standard	Activity Status if the Activity does not meet the Performance Standard	Assessment Criteria
		<ul style="list-style-type: none"> - All gated driveways shall be provided with turning provisions, such that a 90th percentile car may enter the driveway and turn around, without passing the gates or affecting through traffic on the public road; and - Stormwater drainage for at least a 10% AEP rainfall event sufficient that surface ponding does not occur and discharge from the driveway does not result in adverse effects to adjoining properties or roads. <p>Note 1: Any changes in land use on sites that have access over a railway line require approval from the New Zealand Railways Corporation under the New Zealand Railways Corporation Act 1981.</p> <p>Note 2: Where land adjoins a limited access road under the Government Roadway Powers Act 1989 access to and from that road is subject to restrictions and</p>		

Rule	Parameter	Rural Permitted Activity Performance Standard	Activity Status if the Activity does not meet the Performance Standard	Assessment Criteria
		controlled by the NZ Transport Agency.		
		<p>Note 3: Council will confirm engineering approval for Council controlled roads, as per clause (b) above, of the vehicle access and driveways by compliance with the Kaipara District Council Engineering Standards 2011 or by review from an independent appropriately qualified engineer.</p> <p>Note 4: For Permitted Activities, approvals required for this performance standard can be provided at the time of Building Consent.</p>		
		<p>Note 5: Roads and tracks internal to a site for farming and forestry use are not 'driveways' for the purpose of this Rule.</p>		

Resolutions Register update August 2020

Meeting: Kaipara District Council
Date of meeting: 26 August 2020

Recommendation/Ngā tūtohunga

That the Kaipara District Council:

- a) Notes the Resolutions Register at 17 August 2020.

Attachments/Ngā tapiritanga

	Title
A	Resolutions Register at 17 August 2020

Resolutions Register update August 2020

Ref	Meeting Date	Item Number	Item Name	Resolution	Assigned	Status	Comments
1	26/09/2017	6.6	Stopbank reinstatement - land known as Section 73 75 part 44 Block XV of the Tokatoka Survey District	3 Delegates responsibility to the interim Chief Executive to complete any associated works for the stopbank reinstatement of Raupo Drainage District flood protection based on feedback from community consultation and expert advice 4 Notes that the works are to be funded by Raupo Drainage Targeted Rate	GM IS	In Progress	Council made further decision on this issue in November 2018. Discussions with the landowners are continuing and expected to conclude in the coming month or so. If agreement can't be reached it will be necessary to commence notification of Council's intention to complete the work in accordance with Land Drainage Act.
2	11/12/2017	6.5	Mangawhai Museum Partial Surrender of Lease	3 Approves the Partial Surrender of the Lease by the Mangawhai Museum 4 Approves the grant to the Mangawhai Museum of a non-exclusive licence to use the surrendered area for the use permitted in its lease 5 Delegates to the Acting Chief Executive responsibility for the finalisation of the Deed of Partial Surrender of Lease	GM IS	In Progress	The Deed of Partial Surrender can be finalised now with updated plans. However, the Museum has since advised they now want a new lease rather than a partial surrender. The Museum agreed to sign the new lease if Council seals carpark area they are surrendering. This was reported to the Mangawhai Community Park Governance Committee on 15 July 2019. The Committee deferred making a decision until more information on stormwater implications was known. August 2020 update - The Museum is currently reconsidering its position and appears more open to proceeding with the surrender.
3	23/05/2018	5.1.3	Issues and Options: Reserve Contributions	2 Adopts the Reserve Contributions (use of) Policy as consulted on in the Consultation Document for the Long Term Plan 2018/2028 effective from 01 July 2018 3 Continues to fund the existing \$100,000 p.a. budgets (\$150,000 for Mangawhai Park for 2018/2019 year only) for each of the three priority parks from reserve contributions as a priority over other reserve projects (and without being required to participate in the contestable funding round), until an alternative funding source is arranged, subject to each governance committee providing a business plan that conforms to the funding criteria of the policy 4 Directs the Chief Executive to advertise the contestable funding round in July 2018 in accordance with the new policy 5 Directs the Chief Executive to investigate the provision of alternative funding sources for the region's priority parks and other reserves on completion of the reviews of the Reserves and Open Spaces Strategy (ROSS) and the Reserve Management Plans to ensure there will be sufficient funding for their capital works programmes	GM T&E GM SGI GM IS	In Progress	Resolutions 2-4 have been completed. Understanding that Govt is reinstating the use of financial contributions so these will continue after April 2022. Council has to have discussion as part of LTP on allocation and if any general rates funding.

Ref	Meeting Date	Item Number	Item Name	Resolution	Assigned	Status	Comments
4		5.1.7	Issues and Options: Mangawhai Community Wastewater Scheme	<p>2 Approves the inclusion of \$20.05 million in the Long Term Plan 2018/2028 for the upgrade and extension of the Mangawhai Community Wastewater Scheme to accommodate new connections</p> <p>3 Agrees that the \$20.05 million shall be funded through debt</p> <p>4 Agrees that the growth portion of \$20.05 million debt servicing and financing be levied on future connections with the associated revenue raised from development contributions</p> <p>5 Notes that investigations of future disposal options to provide additional disposal capacity will be undertaken concurrently and a preferred option recommended to Council for approval</p>	GM IS	In Progress	Investment in the ongoing upgrade of the plant includes the completion of blowers in 2020. WSP have been appointed to update the investment strategy which is likely to include the provision of a retention tank in the short term and disposal to adjacent land. Staff are looking to amend existing consent to increase capacity for future disposal as an initial option (estimate existing farm has 8-10 years' capacity). Staff will then progress acquiring the necessary resource consents for the preferred long term disposal option.
5	26/07/2018	4.11	Mangawhai golf course Reserve status exchange and Golf Club surrender of lease / variation of lease or grant of new licence	<p>3 Approves the surrender of the Mangawhai Golf Club lease on Lot 33 DP 185449 and the driving range Licence to Occupy and agrees in principle to approve a new Licence to Occupy for the Mangawhai Golf Club in accordance with the Community Assistance Policy</p> <p>4 Directs the Chief Executive to publically notify Council's intention to grant the Mangawhai Golf Club a new Licence to Occupy as required in section 119 of the Reserves Act 1977, and to report back to Council on the results of this consultation so that Council can consider any submissions received in accordance with section 120 of the Reserves Act 1977</p>	GM IS	In Progress	<p>Public notification was done in August 2018, with no objections received. Staff are in negotiation with the Golf Club on terms and conditions of the surrender and Licence to Occupy (LTO). Council's lawyers drafted an LTO for the Golf Club's consideration. Revised LTO was sent in May 2019. Meeting was held with the Golf Club in June 2019 to discuss the last remaining substantive issue, which is related to the rent review clause. The Club to provide a proposed revision in near future.</p> <p>August 2020 update - Further meeting was held in July 2020 and some progress was made towards resolution.</p>
6	20/11/2018	4.7	Murphy Bower Stopbank Options Report	<p>3 Resolves that the Murphy Bower stopbank located on SECT 73 75 PT 44 BLK XV TOKATOKA SD is remediated as per Option C of the aforementioned report – the remediation of the stopbank along the approximately 300m long section outlined under New Stop Bank and the upgrade of the existing section of the stopbank as highlighted by the area marked under Option 2 as per Fig 1 in Appendix A of the aforementioned report, without associated ground improvements i.e. construct the proposed stopbank to a standard no less than the existing stopbanks within the Raupo Drainage District at an estimated cost of \$375,000 + GST</p> <p>4 Resolves to defer the following Raupo Drainage District capital works and operational projects to fund the proposed stopbank:</p> <p>a) \$128,000 to come from financial year capital works projects;</p>	GM IS	In Progress	<p>Meeting with landowner was requested but not accepted. Details were sent to landowner's legal advisors. If no agreement can be reached with the landowner regarding approval to enter private property to undertake the works, then Council will need to proceed with statutory process to obtain authority to enter property to construct the public works. No contact from the landowner as promised on 31 May. KDC engaged legal representation.</p> <p>August 2020 update - Discussions with the landowners are continuing and expected to conclude in the coming month or so. If agreement can't be reached it will be necessary to commence notification of Councils intention to complete the work in accordance with Land Drainage Act.</p>

Ref	Meeting Date	Item Number	Item Name	Resolution	Assigned	Status	Comments
				b) \$50,000 from Management services (identified to start hydraulic modelling); c) \$42,000 from the stopbank maintenance budget 5 Resolves to approve an additional Raupo Drainage District capital budget of \$45,000 to be loan funded			
7	27/06/2019	4.4	Policy on Dogs and Dog Management Bylaw 2019 – Adoption	a) Adopts the Policy on Dogs and Dog Management Bylaw 2019 as presented in Attachment C to the circulated "Policy on Dogs and Dog Management Bylaw 2019 – Adoption" report b) Directs the Chief Executive to undertake a review of the effectiveness of the Policy on Dogs and Dog Management Bylaw 2019, 12 months after its adoption and to report back to Council on the review findings	GM T&E	In Progress	Bylaw implementation was delayed by 6 months, so 12 months of evidence not yet collected to provide robust and sufficient information. Will report to Council following the completion of 12 months of the bylaw being implemented, in March 2021.
8	29/08/2019	4.1	Independent Planning Functions Review	b) Requests the Chief Executive implement the recommendations provided by Barker & Associates and set out in Appendix 7 of the above report	CE	In Progress	Implementation remains on the Executive Team's priority list and will be reported to the September meeting of the Audit, Risk and Finance Committee.
9	26/09/2019	5.5	Development contributions for first response or community organisations	a) Notes the status quo with regard to development contributions charged to a first response or community organisation and that, in this instance, no remission been given and they be directed to apply for the applicable grant on their building and resource consent b) Requests the Chief Executive review the Development Contributions Policy for consistent approaches for both first response services; and community organisations	GM SGI	In Progress	Fire Service has been contacted and understands it can apply for grants. Review of the Development Contributions will be part of the 2021/2031 Long Term Plan process.
10	27/11/2019	5.7	Partial Road Stopping & Disposal – 35d Taranga View Road, Mangawhai	a) Agrees that the subject land is not required for further public works. b) Agrees to investigate the road stopping application in terms of the Local Government Act 1974 (LGA) of part of Seacoast Road (0.1014 ha) approximately for potential sale and amalgamation to the adjoining property owner at 35d Taranga View Road, Mangawhai. c) Requests Council staff seek an appropriate bond from the Applicant to cover initial Council processing costs and commence LGA stopping process d) Confirms that the applicant is to meet all costs involved with road stopping application. e) Requests Council staff firstly seek Ministerial approval for the partial stopping in accordance with Sec 342 pf the LGA and if Ministerial approval granted; i. Authorise Council officers to initiate the road stopping process for the road land in accordance with Section 342 and the Tenth Schedule of the Local Government Act 1974.	GM IS	In Progress	Bond received and agreement signed. Staff are finalising road stopping.

Ref	Meeting Date	Item Number	Item Name	Resolution	Assigned	Status	Comments
				ii. Approve the disposal of the (subject land) to the Owners of 35d Taranga View Road subject to a successful road stopping process. f) Delegates the Chief Executive the authority to negotiate the terms of sale, impose any reasonable covenants, and enter into a sale and purchase agreement in respect of the road land with the adjoining owner, 35d Taranga View Road, Mangawhai, provided any such agreement is conditional upon the road being stopped.			
11	11/12/2019	5.10	Dargaville Pontoon Asset	a) Notes that work is ongoing over the 19/20 Summer break to progress the delivery of the Dargaville Pontoon to agreed timeframes b) Agrees that the Dargaville Pontoon becomes a Council owned asset upon completion of the project c) Notes that if Council agree the Dargaville pontoon becomes a Council owned asset, maintenance costs of \$5,000 - \$7,500 for Year 2 (19/20) and \$10,000 - \$13,000 of Year 3 (20/21) of the Long-term Plan will be incurred, with these costs funded from current operating budgets. d) Agrees with the proposed establishment of a specific coastal structure maintenance budget to fund the estimated maintenance costs for wharf infrastructure developed through Provincial Growth Funding, as part of decision-making in the Long Term Plan 2021-2031.	GM T&E	Completed	a) Dargaville Pontoon contract approved at the 05 August Extraordinary meeting. b) Noted - Confirmed c) Noted - Confirmed d) These decisions will be incorporated into our financials for future years.
12	26/02/2020	4.5	Kaihu raw water supply	a) Approves that financial assistance by way of loan be given to identified affected dwelling owners in the Kaihu area to allow them to install water tanks on their property. b) Notes that statutory land charge will not be required where the land is Maori land.	GM SGI	In Progress	Loan documentation being prepared now that new quotes have been confirmed. Iwi liaison Manager reports that Iwi have agreed to supply first tankful of water
13	29/04/2020	4.4	Adoption of Statement of Proposal for draft Consolidated General Bylaw 2020	a) Adopts the Statement of Proposal for the draft Consolidated General Bylaw 2020 including the draft Consolidated General Bylaw 2020 and Summary of the Statement of Proposal for consultation. b) Delegates the Chief Executive and the Mayor the authority to make editorial changes. c) Delegates Deputy Mayor Curnow (Chair), Councillor Larsen and Councillor Vincent to form the General Bylaws Panel to hear views, to consider both written and verbal submissions and to make recommendations on the draft Consolidated General Bylaw 2020 to Council.	GM T&E	In Progress	The panel public deliberations have occurred and the final proposed Bylaw is scheduled to be presented to Council for consideration at the September 2020 Council meeting.
14		4.6	Extension of Wastewater System to Spring Street	a) Approves, in principal, the extension of the Dargaville Wastewater Scheme (DWWS) to include the Springs Street residential area and for engagement	GM IS	In Progress	Project team and brief to be established and executed in July 2020

Ref	Meeting Date	Item Number	Item Name	Resolution	Assigned	Status	Comments
				and preparatory works to be continued in the 2020/21 financial year.			
15	27/05/2020	5.2	Adoption of the Spatial Plan for Key urban areas of Dargaville, Maugaturoro and Kaiwaka	a) Adopts the Spatial Plan for the Key Urban Areas of Dargaville, Maungatūroto and Kaiwaka as a policy for the development of these areas and a guide for development b) Notes that the Spatial Plan remains a living document where justified amendments will be considered c) Delegates the Mayor and Chief Executive the authority to make minor editorial amendments to the Spatial Plan for the Key Urban Areas of Dargaville, Maungatūroto and Kaiwaka	GM T&E	Completed	The final document has been published on the website for the public.
16	24/06/2020	4.1	Long Term Plan 2021/2031: Vision and Community Outcomes	a) Adopts the Vision, Mission and Community Outcomes (located at Attachment A) for inclusion in the 2021/31 Long Term Plan. b) Delegates the Mayor and Chief Executive the authority to make minor editorial changes to the Vision, Mission and Community Outcomes for the Long Term Plan 2021/2031.	GM T&E	In Progress	All LTP preparation and planning work will be aligned to the vision, mission and outcomes.
17	01/07/2020	2.1	Rotu intake slip repair	a) Approves a total budget of \$665,280 which includes \$90,480 for Contingency, Project Management and Monitoring, Surveillance and Quality Assurance (MSQA). b) Approves the award of the Rotu Intake Slip Repair Contract to United Civil Limited for \$574,799.99 plus GST. c) Approves the additional expenditure i. to be loan funded in 2020-2021 with a subsequential recovery from an increase in the general rate of \$99,792 in 2021-2022 and a \$188,496 increase in the water charges in each of the 2021-2022, 2022-2023 and 2023-2024 years. d) Notes that the additional unbudgeted operational expenditure of \$665,279.99 exceeds the guidelines (\$300,000) when assessing significance under the Significance and Engagement Policy. e) Agrees that although the decision is significant, due to the urgent nature of this work Council will not engage with the community but inform the public of the decision. f) Delegates the Chief Executive to inform United Civil of the Council decision and execute the contract.	GM IS	In Progress	
18	29/07/2020	5.1	Mangawhai Community Plan funding	a) Notes the report Mangawhai Community Plan – Funding for 2020/21. b) Notes that with the receipt of the PGF grant of \$2.4m, and pending the NLTF subsidy being received, sections 11, 12, 13, & 14 will now be able to be	GM IS	In Progress	

Ref	Meeting Date	Item Number	Item Name	Resolution	Assigned	Status	Comments
				progressed. A paper outlining the impact of these funding streams will be presented to Council at its September Meeting. c) Approves allocation of an additional \$654,419 from Financial contributions. d) Supports the Chief Executive to commence the procurement of physical works as per the procurement business case which has previously been approved by Council.			
19		5.2	Private Plan Change 78: Internal Hearing Commissioner	a) Approves the appointment of Deputy Mayor Curnow as an Internal Hearing Commissioner for the Private Plan Change 78 hearing panel. b) Approves the appointment of Councillor Del la Varis-Woodcock as an Internal Hearing Commissioner for the Private Plan Change 78 hearing panel only for the circumstance that Deputy Mayor Curnow becomes unavailable. c) Notes that the two remaining Independent Hearing Commissioners will be selected using the Hearing Commissioners Policy.	GM T&E	In progress	The PPC 78 hearing will be held in November. Cr del la Varis-Woodcock has declined the appointment as an alternate internal commissioner. Independent Hearing Commissioners have been selected using the terms of the Hearing Commissioner Policy.
20		5.3	Independent Commissioner Appointment Selection Panel establishment	a) Approves the establishment of a Selection Panel made up of the Mayor, Cr Vincent, and the Chief Executive or her Delegate, with a purpose of managing the recruitment and recommendation process to the Council, for the appointment of Independent Commissioners to the Kaipara District Council general list.	GM T&E	In progress	Expressions of Interest close on Wednesday 20 August, with interviews to follow after. A proposed list will be put forward to the September Council Meeting.
21		5.4	Kaipara Moana Remediation Programme Next Steps	a) Confirms that, as the Kaipara Moana Remediation Programme will deliver activities and projects aligned with regional council functions, it will not be an active partner nor contribute to the governance or funding of that remediation programme. b) Confirms that it will continue to support, assist and provide advice to the Remediation Programme partners, and promote to its communities actions that support the Remediation Programme. c) Requests that the Chief Executive inform Kaipara Uri, Auckland Council, Northland Regional Council and Whangarei District Council of these decisions.	GM T&E	Completed	The applicable parties have been informed of the decision.
22		5.5	Long Term Plan 2021/31: Regional Economic Development	1. Supports the proposal (outlined in Attachment 1) for Northland Inc. to become a joint regional CCO; a) with a formal joint shareholders committee to provide oversight, b) with a funding arrangement that Northland Regional Council contribute 60% and Whangarei, Far North and Kaipara District Councils contribute 40%	GM T&E	In progress	This decision will be incorporated in to the 2021-31 Long Term Plan consultation and process.

Ref	Meeting Date	Item Number	Item Name	Resolution	Assigned	Status	Comments
				c) with that funding arrangement achieved over a six-year time frame aligned to the 2021-2031 Long Term Plan Cycle d) with public consultation to establish Northland Inc. as a joint regional CCO included and aligned to the 2021-2031 Long Term Plan 2. Supports, in principle, the development of a Regional Economic Development Strategy for inclusion in the 2021-2031 Long Term Plan Cycle, subject to scope, resources and funding. 3. Notes that recommendations 1 and 2 are subject to all of Northland's Council's agreement.			
23		5.6	Significance and Engagement Policy – draft for consultation	a) Approves the legislative process, analysis and consultation approach outlined in Attachment A. b) Approves the Consultation Document provided in Attachment B. c) Delegates Cr Curnow, Cr Vincent, Cr Wilson-Collins to form the Significance and Engagement Panel to hear and consider community views, consider written submissions and to make recommendations to Council on final proposed amendments to Council's Significance and Engagement Policy d) Authorises the Chief Executive to make any necessary minor drafting or presentation amendments to the Consultation Document prior to final printing and publication.	GM T&E	In progress	The policy is open for public consultation which closes on 3 September 2020.
24		5.7	Non-Compliant Treasury Ratio	a) Notes that the liquidity risk position is non-compliant due to the maturity of the debt due in May 2021. b) Approves the out of debt ratio position as a temporary position until May 2021.	GM SGI	Completed	Completed as confirmed by Council
25	05/08/2020	2.1	Dargaville Wharf - Physical Works Contract Award	a) Awards the Dargaville Pontoon Physical Works Contract to Bellingham Marine Limited. b) Delegates the Chief Executive the authority to finalise and sign Contract 955 with Bellingham Marine Limited valued at \$653,732 to deliver the Dargaville Pontoon Physical Works.	GM IS	Completed	Contract executed 05 August 2020, post resolution.

Public excluded items 26 August 2020

The following recommendation is made in reliance on section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 (LGOIMA) and the particular interest or interests protected by section 7 of the Act.

On the grounds that matters will be prejudiced by the presence of members of the public during discussions on the following items, it is recommended:

Recommendation/Ngā tūtohunga

a) That the following items are considered with the public excluded:

Item	Grounds for excluding the public
Confirmation of public excluded minutes 27 May 2020	To protect the privacy of natural persons, including that of deceased natural persons (LGOIMA s7(2)(a))
Confirmed public excluded committee minutes October 2019 – July 2020	To protect the privacy of natural persons, including that of deceased natural persons (LGOIMA s7(2)(a)), to avoid prejudice to measures protecting the health or safety of members of the public (LGOIMA s7(2)(d)), to enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities (LGOIMA s7(2)(h)) and to enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations) (LGOIMA s7(2)(i))
Chief Executive's Performance Review (01 July 2019 to 30 June 2020)	To protect the privacy of natural persons, including that of deceased natural persons (LGOIMA s7(2)(a))