



Kaipara te Oranganui

**KAIPARA
DISTRICT**

Two Oceans Two Harbours

Kaipara District Council Meeting Agenda

Date: Wednesday 25 November 2020
Time: 9.30 am
Location: Lighthouse Function Centre
32 Mount Wesley Coast Road
Dargaville

Elected Members: 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, 25 November, 2020

9:30 am

Lighthouse Function Centre / Te Whare Taonga o Tunatahi

32 Mount Wesley Coast Road

Dargaville

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Confirmation and Receiving of Minutes

Meeting: Kaipara District Council
Date of meeting: 25 November 2020
Reporting officer: Gavin Dawson, Governance Advisor

Recommendation/Ngā tūtohunga

That the Kaipara District Council:

- a) Approves the Open Ordinary Council Minutes of 28 October 2020 as true and accurate record (agenda item 3.1).
- b) Approves the Open Extraordinary Council Minutes of 28 October 2020 as true and accurate record (agenda item 3.2).
- c) Receives and notes the Minutes of the Taharoa Domain Governance Committee (agenda item 3.3.1)

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

Date: Wednesday 28 October 2020
Time: 9:32 am – 2.27 pm
Location: Mangawhai Domain
75 Moir Street
Mangawhai

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

1. Opening

1.1 Karakia

Mayor Smith opened the meeting with a Karakia.

1.2 Apologies

There were no apologies.

1.3 Confirmation of agenda

Moved: Mayor Smith

Seconded: Cr Joyce-Paki

That the Kaipara District Council:

- a) Confirms the agenda for the meeting held 28 October 2020.

Carried

1.4 Conflict of interest declarations

Item/matter	Councillor
Item 5.5 - Kaihu Valley Trail	Cr Wills
Item 6.1 - Murphy Bowers Stop banks	Cr Wilson-Collins
Department of Conservation employee	Cr Joyce - Paki

2. Presentations and petitions**Moved: Mayor Smith****Seconded: Deputy Mayor Curnow**

That Kaipara District Council:

- a) Receives the petition opposing the Kaihu Cycleway route (**Attachment A**)
- b) Notes that Council staff will report back to the 16 December 2020 Council Meeting.

Carried**3. Minutes****3.1 Confirmation of Open minutes 30 September 2020****Moved: Deputy Mayor Curnow****Seconded: Cr Wills**

That the Kaipara District Council:

- a) Confirms that the open minutes of the Council meeting held on 30 September 2020 are a true and correct record.

Carried**4. Notice of motion**

Nil.

5. Decision

5.1 Consideration of a Māori Ward

Moved: Cr Joyce – Paki

Seconded: Mayor Smith

That Kaipara District Council:

- a) Agrees to establish a Māori ward in the Kaipara District, applicable for the 2022 and 2025 triennial elections.

Carried

[Secretarial note: a division was called by Mayor Smith]

Councillor Name	For	Against	Abstain
Deputy Mayor Anna Curnow	x		
Councillor Victoria del la Varis-Woodcock	x		
Councillor Karen Joyce-Paki	x		
Councillor Jonathan Larsen			x
Mayor Jason Smith	x		
Councillor Mark Vincent	x		
Councillor Peter Wethey			x
Councillor David Wills	x		
Councillor Eryn Wilson-Collins	x		
Total votes	7	0	2

The motion was declared carried

The meeting adjourned for morning tea at 11.05 am.

The meeting reconvened at 11.25 am.

5.2 Final Consolidated General Bylaw

Moved: Deputy Mayor Curnow

Seconded: Cr Larsen

That Kaipara District Council:

- a) Determines that a bylaw is the most appropriate way of addressing the perceived problem, and that the proposed Consolidated General Bylaw 2020
 - i. is the most appropriate form of bylaw
 - ii. does not give rise to any implications under the New Zealand Bill of Rights Act 1990.
- b) Makes the Consolidated General Bylaw 2020 as provided in Attachment A, with effect from 1 December 2020.
- c) Revokes the 2008 General Bylaws, with effect from 30 November 2020.
- d) Authorises the Chief Executive to make any minor edits or amendments to the Bylaw to correct any spelling errors or make typographical edits, and/or to reflect decisions made by Council at this meeting.

Carried

5.3 Dangerous, Affected, and Insanitary Buildings Policy

Moved: Mayor Smith

Seconded: Deputy Mayor Curnow

That Kaipara District Council

- a) Approves the legislative process, analysis and consultation approach outlined in Attachment A.
- b) Adopts the Statement of Proposal provided in Attachment B for the draft Dangerous, Affected, and Insanitary Buildings Policy for community consultation (Option 1).
- c) Delegates Cr del la Varis Woodcock (Chair), Cr Vincent, Cr Larsen to form the Dangerous, Affected and Insanitary Buildings Panel to hear and consider community views, consider written submissions and make recommendations to Council on a final replacement Dangerous, Affected and Insanitary Buildings Policy.
- d) Authorises the Chief Executive to make any necessary minor drafting or presentation amendments to the Statement of Proposal prior to consultation.

Carried

5.4 Pouto wharf physical works procurement plan

Moved: Deputy Mayor Curnow

Seconded: Cr Wethey

That the Kaipara District Council:

- a) Approves the proposed procurement approach for the Pouto Wharf Physical Works.

[Secretarial note: it was agreed by Cr Curnow and Cr Wethey that amendments to the motion be incorporated]

That Kaipara District Council:

- a) Approves the procurement approach for the Pouto Wharf Physical Works, being a 3-staged open tender and advertised on Tender-link;
 - 1) Expression of Interest
 - 2) Non-price (weighted) attributes (40%)
 - 3) Price (60%)
- b) Notes the project is entirely PGF funded up to a maximum of \$1,809,120.

Carried

5.5 Externally funded project agreements

Moved: Mayor Smith

Seconded: Cr Wethey

That the Kaipara District Council:

- a) Approves signing of the Kaihu Valley Rail Trail Funding Agreement, Mangawhai Shared Path Funding Agreement and Kaiwaka Footbridges and Linked Pathways Funding Agreement with the Ministry of Business, Innovation and Employment that would enable Council to uptake \$7.15m funding for the delivery of shovel ready projects.
- b) Delegates authority to the Chief Executive Officer to execute the Kaihu Valley Rail Trail, Mangawhai Shared Path and Kaiwaka Footbridges and Linked Pathways Funding Agreements.

Carried

Cr Wills abstained

5.6 Long Term Plan: Regional Economic Development – Joint Delivery Model Update

Moved: Mayor Smith

Seconded: Cr Wills

That Kaipara District Council:

- a) Notes that Whangarei District Council has decided to opt out of the process of forming a joint delivery model for regional economic development.
- b) Notes that Whangarei District Council will continue to fund Northland Inc. according to its Long-Term Plan.
- c) Agrees to continue the process of forming a joint delivery model for regional economic development with the Northland Regional Council and Far North District Council.
- d) Agrees to consult with the public on transitioning Northland Inc. to a Joint Regional Economic Development Council Controlled Organisation in the 2021/31 Long Term Plan.
- e) Agrees that if Whangarei District Council decides to participate in the joint delivery model at a later date, that Northland Inc shareholdings be distributed equally amongst the four Northland councils.
- f) Appoints Cr Curnow and Cr Wethey to be the Kaipara District Council representatives to the Regional Economic Development Service Delivery Working Party of Northland Regional Council.

Carried

Cr del la Varis-Woodcockvoted against

The meeting adjourned for lunch at 1.00pm.

The meeting reconvened at 1.30 pm.

5.7 Approval – Dargaville Lions Club Christmas Parade 2020

Moved: Cr Joyce-Paki

Seconded: Cr Wilson-Collins

That Kaipara District Council

- a) Approves the application for a temporary road closure to allow the Dargaville Christmas Parade 2020 to take place in a safe manner. The proposed closure is to be held on Saturday 05 December 2020 from 07:00 am to 01:00pm and includes parts of Victoria Street, Edward Street, Poto Street, Totara Street, Parore Street, Hokianga Road and Kapia Street.
- b) Notes that this approval is conditional on the event organiser informing all businesses/residents located within the road closure area with a letter drop.

Carried

5.8 Committee Structure Changes - 2019 to 2021 triennium

Moved: Mayor Smith

Seconded: Cr Joyce-Paki

That the Kaipara District Council:

- a) Notes that the Mayor has established the Externally Funded Projects Committee using the mayoral powers provided in the Local Government Act (2002).
- b) Approves the Terms of Reference for the Externally Funded Projects Committee (Attachment B).
- c) Delegates the Mayor and Chief Executive the authority to make minor editorial changes to finalise the Terms of Reference, if needed.
- d) Notes that the Horizons Committee has been disestablished.

Carried

6. Information

6.1 Exceptions Report for September 2020

Moved: Cr Wilson-Collins

Seconded: Cr Larsen

That Kaipara District Council notes the Exceptions Report for September 2020.

Carried

6.2 Resolutions Register

Moved: Cr del la Varis-Woodcock

Seconded: Deputy Mayor Curnow

That Kaipara District Council notes the Resolutions Register dated 28 October 2020.

Carried

7. Resolution to move into Public Excluded Session

The general subject matter of each matter to be considered while the public is excluded, the reasons for passing this resolution in relation to each matter and the specific grounds under s48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

Moved: Mayor Smith

Seconded: Deputy Mayor Curnow

Recommendation/Ngā tūtohunga

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

Item	Grounds for excluding the public
<ul style="list-style-type: none"> Public Excluded Minutes from 30 September 2020. Unsealed Roads Contracts. 	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))

Carried

The Meeting moved into Public Excluded Session at 1.59 pm.

8. Return to Open Session

The meeting returned to open session at 2.27 pm.

9. Closure

9.1 Karakia

Mayor Smith closed the Meeting with a Karakia

The Meeting closed at 2.27 pm.

Kaipara District Council

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

Date: Wednesday 4 November 2020
Time: 9:34 am – 10.41 am
Location: Lighthouse Function Centre / Te Whare Taonga o Tunatahi
32 Mount Wesley Coast Road
Dargaville

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

1. Opening

1.1 Karakia

Mayor Smith opened the meeting with a karakia.

1.2 Apologies

Moved: Mayor Smith

Seconded: Cr Vincent

That Kaipara District Council:

- a) Accepts the apologies from Cr Joyce-Paki and Cr Larsen.

Carried

1.3 Confirmation of agenda

Moved: Cr Wilson-Collins

Seconded: Cr Wills

That the Kaipara District Council:

- a) Confirms the agenda for the Extraordinary Council Meeting held 4 November 2020

Carried

1.4 Conflict of interest declaration

Nil.

2. Decision

2.1 Recommendation to Award

Moved: Cr Wills

Seconded: Mayor Smith

That the Kaipara District Council:

- a) Approves utilising up to \$1,000,000 funding from the 2020/2021 Road Maintenance & Renewal Budget to fund necessary works on the existing unsealed portion of Pōuto Road.
- b) Supports the inclusion of \$345,000 for the second coat seal for Pōuto Road Phase 1 seal extension in the 2021/2031 Long Term Plan.
- c) Approves the award of CON960 Pōuto Road Seal Extension Physical Works to Ventia NZ Ltd. for the contract price of \$4,596,983.18 (excluding GST).

Carried

The meeting adjourned at 10.33 am

The meeting reconvened at 10.38 am

2.2 Application for a Temporary Road Closure Pritchard Road Rally Hill Climb

Moved: Cr Wilson-Collins

Seconded: Deputy Mayor Curnow

That the Kaipara District Council:

- a) Approves the application for the temporary road closure of Pritchard Road between Ryan Road and Valley Road as shown on the proposed Traffic Management Diagram (attachment A of this report) on Sunday 8 November 2020 from 09:00am to 06:00pm. A condition of approval being the event organiser to do a letter drop to all businesses/residents located within the road closure.

Carried

3. Closure

This meeting closed at 10.41 am

Kaipara District Council

**Minutes of the Ordinary meeting of
Taharoa Domain Governance Committee**

Date: 11 August 2020
Time: 11:00 a.m. - 11:37 a.m.
Location: Conference Room, Northern Wairoa Memorial Hall,
Dargaville

Members present: Ric Parore (Chair, item 2 to close)
Councillor Jonathan Larsen (Chair, start to item 1.6)
Councillor Karen Joyce-Paki
Sonny Nesbit

1. Opening

1.1 Opening karakia

Iwi Relations Manager opened the meeting with a karakia.

1.2 Apologies

Nil.

1.3 Confirmation of agenda

The Committee confirmed the agenda.

1.4 Conflict of interest declaration

Member	Item
Cr Joyce-Paki	Item 4.3 'Kai Iwi Lakes Dune Lakes Galaxias Working Group update' – Cr Joyce-Paki disclosed that she is a Department of Conservation employee.

1.5 Election of Chair 2020/2021

Moved: Cr Larsen

Seconded: Parore

That the Taharoa Domain Governance Committee:

- a) Adopts voting system B and agrees that in the event of a tie the candidate elected shall be resolved by lot.

Carried

[Secretarial note: There were two nominations - Parore nominated Nesbit and Nesbit nominated Parore. Nesbit declined the nomination. The Committee voted unanimously to elect Parore as the Chair.]

Moved: Cr Larsen

Seconded: Joyce-Paki

That the Taharoa Domain Governance Committee:

- b) Elects Ric Parore as Chair of the Taharoa Domain Governance Committee for the 2020/2021 year.

Carried

[Secretarial note: Ric Parore assumed the role of Chair from this point of the meeting.]

2. Presentations

Nil.

3. Confirmation of Minutes

3.1 Committee meeting 28 May 2020

Moved: Cr Larsen

Seconded: Nesbit

That the Taharoa Domain Governance Committee:

- a) Confirms that the minutes of the Committee meeting held on 28 May 2020 are a true and correct record.

Carried

4. Items

4.1 Financial report at 30 June 2020

Moved: Cr Larsen

Seconded: Cr Joyce-Paki

That the Taharoa Domain Governance Committee:

- a) Notes the financial report as at 30 June 2020.

Carried

4.2 Taharoa Domain operations update for April 2020 to June 2020

Moved: Nesbit

Seconded: Parore

That the Taharoa Domain Governance Committee:

- a) Notes the Taharoa Domain operations update report for April to June 2020.

Carried

4.3 Kai Iwi Lakes Dune Lakes Galaxias Working Group update

Moved: Nesbit

Seconded: Parore

That the Taharoa Domain Governance Committee:

- a) Notes the report 'Kai Iwi Lakes Dune Lakes Galaxias Working Group update, and its Attachment A.
- b) Requests that staff write to Department of Conservation (DOC) to set up a Dune Lakes Galaxias Recovery Group, based on the DOC Threatened Species Recovery Group model, to advise on the Dune Lakes Galaxias recovery and to seek advice from DOC on the steps needed to undertake this.
- c) Requests staff write to the Department of Conservation inviting them to further assist with the recovery of Dune Lakes Galaxias and the wider restoration of the Taharoa Domain.

Carried

4.4 Taharoa Domain Security and Accommodation Report 2020

Moved: Parore

Seconded: Nesbit

That the Taharoa Domain Governance Committee:

- a) Notes the Taharoa Domain Security and Accommodation update report 2020.

Carried

4.5 Taharoa Domain Campground Management Report

Moved: Cr Larsen

Seconded: Parore

That the Taharoa Domain Governance Committee:

- a) Notes the Taharoa Domain Campground Management report.

- b) Delegates the Chief Executive to review Campground Management and provide a recommendation.

Carried

5. Closure

[Secretarial note: At the Committee's request, staff provided an update on Council's COVID-19 preparedness.]

5.1 Closing karakia

Iwi Relations Manager closed the meeting with a karakia.

Meeting closed at 11:37 a.m.

Kaipara District Council

Dargaville

Notice of Motion

Kaipara District Council Ordinary Meeting 25 November 2020

Recommendations

That the Kaipara District Council;

- 1) Requests the Chief Executive prepare a report about vehicle use on Ripiro Beach, including the adjoining sand hills and access ways onto the beach.
- 2) That the report includes, but is not limited to;
 - a) The environmental impact of vehicles upon;
 - i) Native fauna
 - ii) Man-made plantings for erosion control and soil conservation
 - iii) Bird life and native animals
 - iv) Disturbance of culturally sensitive sites including burial sites
 - v) Historical sites such as the Pouto Light House.
 - b) The interaction between the various means of transportation; walkers and hikers, drivers, cyclists, horse riders.
 - c) Options for regulatory levers that council may have/use.
- 3) That the report be presented to the March 2021 Ordinary Council Meeting

Reasons for the notice of motion

1. As part of the Government's Nationwide Road Safety Strategy we are planning to review speed limits on the Pouto Peninsula. The results of this report may feed into and support that Bylaw review.
2. The council is looking to encourage tourism in the Kaipara area; Council therefore have to take some responsibility in managing the consequences of increased numbers using our resources.
3. There is rising tension between some off roaders and local land owners with reports of intentional destruction of private property to gain access.
4. Local organisations have insufficient resources or organisational capability to protect areas of cultural or historic significance.
5. Increasing uncontrolled vehicle access to the coastline, particularly the sand hills, may lead to an increase in the occurrence of accidents and injury.
6. Waikaretu Marae Kaumatua and local residents have informally asked Council to consider options regarding managing vehicle access onto and around Pouto Point.
7. Local residents and land holders have asked for guidance on the law regarding beach use.
8. Other councils around New Zealand are either reviewing vehicle access rules to beaches or have already done so; including Auckland where most beaches are closed to vehicles and on the remaining beaches only vehicles with permits are allowed. Whangarei either bans vehicles (other than for launching or retrieving a boat) or has a 30km speed limit. Our comparatively light handed regulation could lead to Kaipara becoming a destination for significant numbers of off roaders forced from their local beaches. We need to consider if this is a desirable outcome and what the ramifications may be.

- 9 Kaipara District Council is responsible for managing vehicle access routes to the beach and can set bylaws relating to the use of vehicles on the beach including banning vehicles from designated areas. Council currently has 30km speed limits at various entrances to Ripiro Beach, many are either poorly sign posted and/or not enforced.

Signed

Councillor David Wills

17th November2020

3 Waters Reform Update

Meeting: Kaipara District Council
Date of meeting: 25 November 2020
Reporting officer: Donnicks Mugutso, 3 Waters Reform Programme

Purpose/Ngā whāinga

To update Council on the 3 Waters Reform Programme following the signing of the Funding Agreement and the Delivery Plan.

Executive summary/Whakarāpopototanga

In August 2020 the Kaipara District Council (Council) signed a Memorandum of Understanding (MOU) with the Department of Internal Affairs (DIA) to commit the Council to engage with the reform programme and share information in the first stage of the 3 Waters Reform Programme. This provided Council access to a \$761 million stimulus package of which \$4,691,048 is the Council share.

In September 2020 the Council signed and approved the Funding Agreement (FA) and Delivery Plan (DP) which were submitted to the DIA and Crown Infrastructure Partners (CIP). Staff have worked with the DIA and CIP to finalise the Delivery Plan. The main changes related to the suggestion of additional projects and the replacement of the Rotu Slip Repair Project with an equivalent level of renewals.

On 6 November 2020, we received confirmation from the DIA that our Funding Agreement and Delivery Plan were conditionally approved (Attachment G, H & I). We have also received the Request for Information (RfI) (Attachment E & F) to provide the DIA with financial and economic information for our 3 Waters assets of which Kaipara District Council is required to provide information on the shortened version (Workbook II) of the request.

To execute this work with internal staff as recommended, we have made temporary changes, with the Waters and Waste Manager seconded to the 3 Waters Reform Programme and the Operations Engineer acting as the Waters and Waste Manager.

Recommendation/Ngā tūtohunga

That the Kaipara District Council:

- a) Notes the 3 Waters Reform Update report.
- b) Notes the conditional approval of the Funding Agreement and the Delivery Plan (Attachments: G and H).
- c) Notes that the Delivery Plan will continue to be refined to align milestones with the Department of Internal Affairs requirements.

Context/Horopaki

Background

The Kaipara District Council Funding Agreement and Delivery Plan were signed and approved by Council on 30 September 2020 which was the last day for submission to the DIA. The Council delegated the Chief Executive Officer to finalise the Delivery Plan with the DIA before a final version was sent to the DIA. The final version was sent to the DIA on 16 October 2020 and this report is to present to Council the version submitted and the approval from the DIA which was received on 6 November 2020.

Delivery Plan Refinement

The Delivery Plan was approved with some changes highlighted below:

1. The \$650k Rotu Slip Repair Project was deemed to fall outside of the criteria for funding because the work had already begun, and the funding is not meant to retrospectively pay for works already started and partially paid for.

We replaced this project with another Dargaville Water Supply project in Haimona and Pirika St Watermain Renewals so that the residents to get a direct benefit from the grant.
2. Additional projects were highlighted and added to the programme total with a final total of \$6,106,048. Additional projects are the continuation of work that could not be covered within the grant e.g. Ruawai watermain renewal required and extra \$240,000 to finish all watermain renewals in Ruawai but could only get \$795,000.
3. On advice from DIA, we added more backup projects with a higher diversity to get a better distribution of the type of projects undertaken in case DIA disqualified some of our projects. The backup project list totalled \$6,085,000. The private wastewater schemes total remained unchanged at \$2,250,000.
4. The changes brought the total cost of projects outside of the funded total to \$9,750,000 from \$5,700,000 previously submitted to Council.
5. We submitted version 3 of the Delivery Plan and added the following documents as requested by the DIA
 - a) 3 Waters Reform Objectives Matrix – Attachment A
 - b) Delivery Plan Cashflow Profile – Kaipara – Quarterly – Attachment B
 - c) Kaipara District Council Jobs Created – Attachment C

Request for Information (RFI)

As part of the 3 Waters Reform information collection process, the DIA requests information on financial, economic, social, demographic profiles of the 3 waters assets. The DIA selected 37 representative Councils to provide more in-depth information (Workbook I – Attachment D) about the financial and engineering aspects of their assets. Kaipara is not among the 37 and it will compile a shortened version of the RFI (Workbook II- Attachment E). The shortened version is equally resource consuming.

The purpose of the RFI is to inform the DIA in decisions on the structure of proposed amalgamations, water pricing and economic regulation.

Councils can use up to \$60,000 from the 3 Waters Stimulus package to do this work and the recommendation is to use, as far as possible, internal resources. To remove doubt, this does not constitute an additional funding of \$60,000 over that which was allocated and approved.

Secondment to 3 Waters Reform Programme

Following the requirement to use internal resources, the importance of this programme and the magnitude of the task at hand with limited timeframe and resource, we have made some temporary changes to the team with Donnicks Mugutso seconded to the 3 Waters Reform Programme and Brian Armstrong as acting Waters and Waste Manager. In this role Donnicks is the sole contact for the 3 Waters Reform with DIA and other government agencies. We are collaborating with the Whangarei District Council and Far North District Council for a shared resource to report to collate quarterly project and programme reporting on a common platform for regional consistency. Whangarei District Council have offered a desk for Donnicks to use at the Albert St office to enhance the collaboration.

Delivery Plan and Funding Agreement Approval

On 6 November 2020, the DIA confirmed the conditional approval of the Delivery Plan and the Funding Agreement. (Attachments F, G, and H). The Council has delegated the Chief Executive (CE) to “finalise the Delivery Plan, if any feedback from central government is received, in order to obtain approval and release funding.” The next steps are for the CE to sign and send to DIA after which DIA will create a Purchase Order for 50% of the funding to be released sometime this November. A separate Council report for the procurement plan approval is presented to Council in this November 2020 meeting.

Discussion/Ngā kōrerorero

Policy and planning implications

There are no policy and planning implications.

Financial implications

There are no adverse financial implications; all projects in the programme are externally funded by the 3 Waters Reform grant.

Risks and mitigations

There are no notable risks with the approach Council has taken to participate in the 3 Waters Reform programme.

Significance and engagement/Hirahira me ngā whakapāpā

There have been no changes to the Delivery Plan which would affect the Significance and Engagement Policy. The amendments include the replacement of a project with renewals which are included in the Long Term Plan. There is no commitment from DIA to fund the suggested additional projects which again consist of renewal projects signalled in the current LTP.

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

Staff progress the Delivery Plan and execute the 3 Waters Reform programme.

Attachments/Ngā tapiritanga

	Title
A	3 Waters Reform Objectives Matrix
B	Delivery Plan Cashflow Profile – Kaipara – Quarterly
C	Kaipara District Council Jobs Created
D	Request for Information Template Workbook I
E	Request for Information Template Workbook II
F	DIA Response - KDC Cover Note
G	DIA Response – Kaipara District Council Funding Agreement - DIA Countersigned
H	DIA Response – Kaipara District Council Delivery Plan - DIA signed Addendum

Project Type	Project Name (Project numbering as per s5)	Reform Objectives						
		1	2	3	4	5	6	7
A. Capital Renewals	3. Dargaville Watermain Renewals – Haimona and Pirika St	✓	✓	✓	✓	✓		✓
	<ul style="list-style-type: none"> Renewal of 1,400m of 150mm ID watermain 							
	4. Dargaville Wastewater Renewals							
	<ul style="list-style-type: none"> Design and construction of 1km of 150mm ID wastewater pipe renewals 							
	5. Kaiwaka Wastewater Renewals							
	<ul style="list-style-type: none"> Design and construction of 0.8km 150mm ID wastewater pipe renewals 							
	6. Maungaturoto Hurndall St Watermain Renewals							
	<ul style="list-style-type: none"> Realignment and replacement of 0.8km 150mm ID slip damaged watermain, design and construction 							
	7. Maungaturoto Raw watermain Renewals							
	<ul style="list-style-type: none"> Replacement of 3km of 200mm ID raw watermain, construction only 							
	8. Maungaturoto Water Reservoir Replacement							
	<ul style="list-style-type: none"> Replacement of 300m³ treated water reservoir, design, supply and build. 							
	10. Ruawai Watermains Renewals							
	<ul style="list-style-type: none"> Construction of 2.5km of watermain, design already completed. 							
	11. Te Kopuru Wastewater Treatment Plant Aerator Upgrade							
	<ul style="list-style-type: none"> Wastewater Treatment pond aerator upgrade 							

B. Asset Condition Assessment	Kaipara District Wastewater Condition Assessments (Backup project)	✓	✓	✓	✓	✓		✓
C. Maintenance	Kaipara District Council Wastewater Ponds Fencing (Backup project)	✓		✓	✓		✓	✓
D. Asset management system and process	Kaipara District Council Database Management Improvements (Backup project)	✓	✓	✓	✓		✓	✓
E. Data and Technology system	Kaipara District Council SCADA Upgrade (Backup project)	✓		✓	✓		✓	✓
F. Leakage management	Kaipara District Council Leak Detection (Backup Project)		✓	✓	✓	✓		✓
G. Water Safety Priorities	Kaipara District Council Water Treatment Plant Upgrades (Backup Project)	✓		✓	✓		✓	✓
H. Capital Project - Drought Resilience Upgrades	<p>9. Maungaturoto Water Truck Filler and Main Upgrade</p> <ul style="list-style-type: none"> Design and construct truck filler and 0.8km 150mm ID of watermain Ensures that self-supplied communities will have access to water within the region and no pay exorbitant prices during summer as water carters go further afield to find water. 	✓	✓	✓	✓	✓	✓	✓
I. Preparation for Reform	<p>1. Business Case and Options Assessment</p> <ul style="list-style-type: none"> To fund the work to optioneer models for the Northland/Multiregional 3 waters model. <p>2. Water Design Engineer</p> <ul style="list-style-type: none"> To help with scoping, coordination and design review Collection reporting of RFI information Progress reporting 	✓	✓	✓	✓	✓	✓	✓

J. Programme Delivery	Delivery of programme within budget, time and quality expectation	✓	✓	✓	✓	✓	✓	✓
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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; and

7. 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.

Project	Reform Objectives						
	1	2	3	4	5	6	7
1. Capital renewals	ü	ü	ü	ü	ü		ü
2. Asset conditions assessment	ü	ü	ü	ü	ü		ü
3. Maintenance	ü	ü	ü	ü	ü		ü
4. Asset management systems and processes	ü	ü	ü	ü	ü	ü	ü
5. Data and technology systems	ü	ü	ü	ü	ü	ü	ü
6. Leakage management		ü	ü	ü	ü	ü	ü
7. Water safety priorities	ü	ü		ü	ü		ü
8. Capital projects – Te Marua and Boar Bush	ü	ü		ü	ü		ü
9. Preparation for reform	ü	ü	ü	ü	ü	ü	ü
Programme delivery	ü	ü	ü	ü	ü	ü	ü

Objectives Key:

1. Significantly improving the safety and quality of drinking water services, and the environmental performance of drinking water and wastewater systems;
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; and
7. 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.

Three Waters Stimulus Funding - Cash Flow Profile

Error Check
Funding Shortfall Check
Max Funding Shortfall

OK
OK
-

1.0 Programme Cash Flow Profile

Cash Flow Profile

\$	Assumptions Quarter / Final	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	Total
		-	1.00	-	-	1.00	-	-	1.00	-	-	1.00	-	-	1.00	-	-	1.00	-	-
Opening Cash		0	2.2	1.8	1.4	0.9	0.4	1.0	0.5	0.1	0.6	0.3	0.1	0.4	0.2	0.1	0.1	0.0	-	-
Cash Outflows:																				
Dargaville Haimona and Pirika St Watermain Renewals		0.050	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	-	-	-	-	-	0.7
Business Case & management Options Assessment		0.011	0.0	0.0	0.0	0.0	0.0	-	-	-	-	-	-	-	-	-	-	-	-	0.1
Ruawai Watermain Renewals		-	0.1	0.1	0.1	0.1	0.1	0.1	0.1	-	-	-	-	-	-	-	-	-	-	0.8
Te Kopuru WWTP Aerator Upgrade		0.010	0.0	0.0	0.0	0.0	0.0	-	-	-	-	-	-	-	-	-	-	-	-	0.1
Water Design Engineer		0.009	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-	0.2
Maungaturoto Raw Watermain Renewal		-	0.2	0.2	0.2	0.2	0.2	0.2	-	-	-	-	-	-	-	-	-	-	-	0.9
Maungaturoto Water Reservoir Replacement		-	-	-	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-	-	-	-	-	0.2
Maungaturoto Water Truck Filler & Main Upgrade		0.0392	0.0392	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-	-	-	-	-	0.5
Maungaturoto Hurdall Street Watermain Renewal		0.035	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-	-	-	-	-	0.5
Dargaville Wastewater Renewals		-	-	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-	-	0.5
Kaiwaka Wastewater Renewals		-	-	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-	-	0.4
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Total		(0.154)	(0.4)	(0.5)	(0.5)	(0.5)	(0.5)	(0.5)	(0.3)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.1)	(0.1)	(0.1)	(0.0)	-	(4.7)
Funding:																				
Upfront payment		2.35	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2.3
Milestones: Dargaville Haimona and Pirika St Watermain Renewals		-	-	-	-	-	0.11	-	-	0.11	-	-	-	-	-	-	-	-	-	0.21
Milestones: Business Case & management Options Assessment		-	-	-	-	-	0.21	-	-	-	-	-	-	-	-	-	-	-	-	0.21
Milestones: Ruawai Watermain Renewals		-	-	-	-	-	0.11	-	-	0.11	-	-	-	-	-	-	-	-	-	0.21
Milestones: Te Kopuru WWTP Aerator Upgrade		-	-	-	-	-	0.21	-	-	-	-	-	-	-	-	-	-	-	-	0.21
Milestones: Water Design Engineer		-	-	-	-	-	0.11	-	-	0.11	-	-	-	-	-	-	-	-	-	0.21
Milestones: Maungaturoto Raw Watermain Renewal		-	-	0.11	-	-	-	-	-	0.11	-	-	-	-	-	-	-	-	-	0.21
Milestones: Maungaturoto Water Reservoir Replacement		-	-	-	-	-	0.11	-	-	-	-	-	0.11	-	-	-	-	-	-	0.21
Milestones: Maungaturoto Water Truck Filler & Main Upgrade		-	-	-	-	-	0.11	-	-	-	-	-	0.11	-	-	-	-	-	-	0.21
Milestones: Maungaturoto Hurdall Street Watermain Renewal		-	-	-	-	-	0.11	-	-	-	-	-	0.11	-	-	-	-	-	-	0.21
Milestones: Dargaville Wastewater Renewals		-	-	-	-	-	-	-	-	0.11	-	-	0.11	-	-	-	-	-	-	0.21
Milestones: Kaiwaka Wastewater Renewals		-	-	-	-	-	-	-	-	0.11	-	-	0.11	-	-	-	-	-	-	0.21
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Milestones: [Enter project name]		-	-	-	-	-														

Capital Works	2018-2019			2019-2020		
	Actual	AP Budget	Percentage	Actual	AP Budget	Percentage
WS	1,617	1,878	1	1,003	1,952	
WW	2,546	3,704	1	2,092	2,911	
SW	1,076	170		203	216	
Total	5,239	5,752		3,297	5,079	

0.910876

0.649126



Te Tari Taiwhenua
Internal Affairs

Three Waters Reform Programme: Request for Information Workbook I

Local Authority

Nominated contact person

Nominated contact person contact details

Role:

Email:

Phone number:

This workbook is to be completed by the representative sample of Local Authorities

Key details

The following provides RfI Template details such as key dates, dollar units and error checks.

General inputs

Report year -1	30/06/2019
Report year	30/06/2020
Report year +1	30/06/2021 (Forecast)

National performance review

Has the Local Authority participated in the Water New Zealand National Performance Review? (select response)
We grant DIA permission to access the Water New Zealand National Performance Review Information (select response)

Worksheet references

Reference	Section
Section AA	Qualitative
Section A	Base information
Section B	Levels of service
Section C	Quality and environment
Section E	Operating costs and efficiencies
Section F	Current and forecast financial information
Section G	Investment delivery plan
Section J	Asset replacement

Master check¹

¹ All required fields have been populated

Tab	Description	Check
Master Check:		Please complete
AA1	Table AA1: Commercial Arrangements	Please complete
AA2	Table AA2: Land Assets, Water, Wastewater and Stormwater Assets & Liabilities	Please complete
A1	Table A1: Properties & Population – Water	Please complete
A2	Table A2: Water Volumes	Please complete
A3	Table A3: Properties & Population – Wastewater	Please complete
A3b	Table A3b: Properties & Population - Stormwater	Please complete
A4	Table A4: Wastewater Volumes & Loading	Please complete
B1	Table B1: Water Availability	Please complete
B2	Table B2: Pressure And Interruptions	Please complete
B3	Table B3: Wastewater Flooding Inside A Property	Please complete
B3a	Table B3a: Wastewater Flooding outside of the customer's property - i.e. External Flooding	Please complete
B4	Table B4: Customer Care - Enquiries (Three Waters)	Please complete
B5	Table B5: Customer Care - Complaints (Three Waters)	Please complete
B6	Table B6: Customer Care - Other (Three Waters)	Please complete
B8	Table B8: Other Service Indicators - Water, Wastewater and Stormwater	Please complete
C1	Table C1: Water Quality Outputs - Compliance	Please complete
C2	Table C2: Water Quality Outputs - Asset Performance	Please complete
C3	Table C3: Water Enhancement	Please complete
C4	Table C4: Wastewater Quality Outputs - Compliance	Please complete
C5	Table C5: Wastewater Quality Outputs - Asset Performance	Please complete
C6	Table C6: Wastewater Quality Outputs – Enhancement investment	Please complete
C7	Table C7: Water Quality Outputs - Water Mains Activities	Please complete
C8	Table C8: Wastewater Quality Outputs - Sewer Activities	Please complete
C8b	Table C8b: Stormwater Quality Outputs - Stormwater Only Sewer Activities	Please complete
E1	Table E1: Activity Based Costing - Water Service	Please complete



Te Tari Taiwhenua
Internal Affairs

Three Waters Reform Programme: Request for Information Workbook I

Local Authority

Nominated contact person

Nominated contact person contact details

Role:

Email:

Phone number:

This workbook is to be completed by the representative sample of Local Authorities

Key details		
E2	Table E2: Activity Based Costing - Wastewater Service	Please complete
E2b	Table E2b: Activity Based Costing - Stormwater Service	Please complete
E4	Table E4: Water Resources and Treatment	Please complete
E5	Table E5: Large Water Treatment Plant Information Database	Please complete
E6	Table E6: Water Explanatory Factors - Distribution	Please complete
E7	Table E7: Wastewater Explanatory Factors - Wastewater	Please complete
E7b	Table E7b: Stormwater Explanatory Factors	Please complete
E8	Table E8: Wastewater Explanatory Factors - Wastewater Treatment Plants	Please complete
E9	Table E9: Large Wastewater Treatment Plants Information Database	Please complete
E10	Table E10: Wastewater Explanatory Factors - Sludge Treatment and Disposal	Please complete
E11	Table E11: Management and General	Please complete
E12	Table E12: Inflation Assumptions	Please complete
F1	Table F1: Revenue and Expenditure	Please complete
F2	Table F2: Balance Sheet	Please complete
F2a	Table F2a: Working capital by asset type	Please complete
F3	Table F3: Analysis of Borrowing (Three Waters)	Please complete
F3a	Table F3a: Analysis of Borrowing by Interest Rate and Date of Maturity	Please complete
F4	Table F4: Analysis of Receivables and Payables	Please complete
F5	Table F5: Cash Flow Parameters	Please complete
F7	Table F7: Cash Flow Statement	Please complete
F7a	Table F7a: Cash Flow Statement - Water	Please complete
F7b	Table F7b: Cash Flow Statement - Wastewater	Please complete
F7c	Table F7c: Cash Flow Statement - Stormwater	Please complete
F8	Table F8: Reconciliation of Operating Surplus (Deficit) to Net Cash Flow from Operating Activities	Please complete
F8a	Table F8a: Reconciliation of Operating Surplus (Deficit) to Net Cash Flow from Operating Activities - Water	Please complete
F8b	Table F8b: Reconciliation of Operating Surplus (Deficit) to Net Cash Flow from Operating Activities - Wastewater	Please complete
F8c	Table F8c: Reconciliation of Operating Surplus (Deficit) to Net Cash Flow from Operating Activities - Stormwater	Please complete
F9	Table F9: Analysis of Fixed Assets by Asset Type (for Report Year)	Please complete
F10	Table F10: Analysis of Revenue	Please complete
F11	Table F11: Information on Large Users (users >100,000m3)	Please complete
F12	Table F12: Inflation Assumptions	Please complete
G1	Table G1: Summary - Water, Wastewater and Stormwater Services	Please complete
G2	Table G2: Project Analysis - Water Service	Please complete
G3	Table G3: Project Analysis - Wastewater Service	Please complete
G4	Table G4: Project Analysis - Stormwater Service	Please complete
G5	Table G5: Inflation Assumptions	Please complete
J1	Table J1: Summary - Asset Replacement	Please complete
J2	Table J2: Disaggregated Asset Information	Please complete
J3	Table J3: Contractor Rates for Asset Replacement	Please complete



Te Tari Taiwhenua
Internal Affairs

Three Waters Reform Programme: Request for Information Workbook II

Local Authority

Nominated contact person

Nominated contact person contact details

Role:

Email:

Phone number:

This workbook is to be completed by those Local Authorities not included in the representative sample

Key details

The following provides RfI Template details such as key dates, dollar units and error checks.

General inputs

Report year -1	30/06/2019
Report year	30/06/2020
Report year +1	30/06/2021 (Forecast)

National performance review

Has the Local Authority participated in the Water New Zealand National Performance Review? (select response)

We grant DIA permission to access the Water New Zealand National Performance Review Information (select response)

Worksheet references

Reference	Section
Section AA	Qualitative
Section A	Base information
Section B	Levels of service
Section C	Quality and environment
Section E	Operating costs and efficiencies
Section F	Current and forecast financial information
Section G	Investment delivery plan
Section J	Asset replacement

Master check¹

1 All required fields have been populated

Tab	Description	Check
Master Check:		Please complete
AA1	Table AA1: Commercial Arrangements	Please complete
AA2	Table AA2: Land Assets, Water, Wastewater and Stormwater Assets & Liabilities	Please complete
A1	Table A1: Properties & Population – Water	Please complete
A2	Table A2: Water Volumes	Please complete
A3	Table A3: Properties & Population – Wastewater	Please complete
A3b	Table A3b: Properties & Population - Stormwater	Please complete
A4	Table A4: Wastewater Volumes & Loading	Please complete
B1	Table B1: Water Availability	Please complete
B2	Table B2: Pressure And Interruptions	Please complete
C1	Table C1: Water Quality Outputs - Compliance	Please complete
C2	Table C2: Water Quality Outputs - Asset Performance	Please complete
E1	Table E1: Activity Based Costing - Water Service	Please complete
E2	Table E2: Activity Based Costing - Wastewater Service	Please complete
E2b	Table E2b: Activity Based Costing - Stormwater Service	Please complete
E11	Table E11: Management and General	Please complete
E12	Table E12: Inflation Assumptions	Please complete
F1	Table F1: Revenue and Expenditure	Please complete
F2	Table F2: Balance Sheet	Please complete
F2a	Table F2a: Working Capital by Asset Type	Please complete
F3	Table F3: Analysis of Borrowing (Three Waters)	Please complete
F3a	Table F3a: Analysis of Borrowing by Interest Rate and Date of Maturity	Please complete
F4	Table F4: Analysis of Receivables and Payables	Please complete
F5	Table F5: Cash Flow Parameters	Please complete
F7	Table F7: Cash Flow Statement	Please complete
F7a	Table F7a: Cash Flow Statement - Water	Please complete
F7b	Table F7b: Cash Flow Statement - Wastewater	Please complete
F7c	Table F7c: Cash Flow Statement - Stormwater	Please complete
F8	Table F8: Reconciliation of Operating Surplus (Deficit) to Net Cash Flow from Operating Activities	Please complete



Three Waters Reform Programme: Request for Information Workbook II

Local Authority

Nominated contact person

Nominated contact person contact details

Role:

Email:

Phone number:

This workbook is to be completed by those Local Authorities not included in the representative sample

Key details		
F8a	Table F8a: Reconciliation of Operating Surplus (Deficit) to Net Cash Flow from Operating Activities - Water	Please complete
F8b	Table F8b: Reconciliation of Operating Surplus (Deficit) to Net Cash Flow from Operating Activities - Wastewater	Please complete
F8c	Table F8c: Reconciliation of Operating Surplus (Deficit) to Net Cash Flow from Operating Activities - Stormwater	Please complete
F9	Table F9: Analysis of Fixed Assets by Asset Type (for Report Year)	Please complete
F10	Table F10: Analysis of Revenue	Please complete
F12	Table F12: Inflation Assumptions	Please complete
G1	Table G1: Summary - Water, Wastewater and Stormwater Services	Please complete
G5	Table G5: Inflation Assumptions	Please complete
J1	Table J1: Summary - Asset Replacement	Please complete

Tēnā koe Louise

Many thanks for Council's efforts compiling the Delivery Plan. **This email is to inform you that the Kaipara District Council Delivery Plan and Funding Agreement are conditionally approved.**

Attached are signed copies of the conditionally approved Delivery Plan, default Addendum and Funding Agreement. The council will need to countersign the Addendum at the final page of the attached PDF titled "*DP with DIA signed Addendum*" and return the whole document to DIA at threewaters@dia.govt.nz. The Delivery Plan itself does not need to be resigned/dated as the Addendum supersedes this approval.

Default Addendum

Below are the key points in the addendum which were relayed to all council Chief Executives via email on Friday 23 October. The default Addendum covers:

Milestones

- CIP and DIA appreciate that, due to the nature of the Expenditure Programmes, it has been challenging for many councils to identify and record measurable project delivery milestones within Delivery Plans at this stage.
- To enable councils to begin work, DIA will proceed to release 50% of each council's total stimulus funding allocation without finalised milestones at this stage.
- The default Addendum requires each council to work with CIP to identify and agree appropriate updated milestones for its Expenditure Programme by the first quarterly report.
- We acknowledge that identified milestones to support the Expenditure Programme may be subject to change and planning restrictions over time. In recognition of this, the Addendum also provides the flexibility for each Council to update milestones at the time of each subsequent quarterly report.

Support for councils to provide the information

- The Rfl released on 23 October 2020 is comprehensive in nature and will require a substantive resource commitment from councils. We understand that this is a particularly busy and challenging time for councils, and have sought to make the necessary support available to help councils navigate this Rfl. This support includes an email helpdesk, webinars, regular updates and check-ins, and technical support.
- The Addendum states that any council may opt to redirect up to \$60,000 of its stimulus funding toward acquiring resource to support the Rfl response. To avoid doubt, this does not represent additional funding payable from the Department of Internal Affairs to the Council.
- Each council is not required to resubmit its Delivery Plan should it choose to do this. Instead, a line item will need to be added to the Milestone Table recording the amount apportioned to support for the Rfl process at the first quarterly report.

DIA guidance & engaging with the Reform Programme

- Many councils have opted to include a portion of funding for ‘engaging with the reform’ or similar. Where a council has done so, DIA encourages councils to review the [guidance published on the Reform Programme webpage](#) and other publicly available materials prior to engaging external consultancy services.

Next steps:

1. The council is to countersign the Addendum at the final page of the attached PDF titled “*DP with DIA signed Addendum*” and return the whole document to DIA at threewaters@dia.govt.nz. The Delivery Plan itself does not need to be resigned/dated as the Addendum supersedes this approval.
2. DIA will then provide the council with a Purchase Order number so the council can issue a tax invoice for the first instalment (50%) of the council’s total funding allocation. All councils should receive the first stimulus finding instalment during November 2020.
3. Please file the final DIA countersigned Funding Agreement (also attached) for your records.

Ngā mihi nui,

Martin Smith



FUNDING AGREEMENT

BETWEEN

DEPARTMENT OF INTERNAL AFFAIRS

AND

KAIPARA DISTRICT COUNCIL

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**

The Sovereign in right of New Zealand, acting by and through the Chief Executive of the Department of Internal Affairs (**DIA**)

Kaipara District Council (**Recipient**)
- 2 Background**

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:

 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; and
 2. 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.

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).

The New Zealand Government has also mandated Crown Infrastructure Partners Limited (**CIP**) to assist in managing such funding by undertaking a monitoring role.

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.

DIA has agreed to contribute funding to the Recipient on the terms and conditions of this Agreement (**Agreement**).

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**.
- 3 Conditions Precedent**

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:

 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\$[4,691,048] 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 [02-0308-00907430-050]

11 Representative
DIA's Representative:
Name: Allan Prangnell
Email: threewaters@dia.govt.nz

Recipient's Representative:
Name: Louise Miller
Email: lmiller@kaipara.govt.nz

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@crowininfrastructure.govt.nz

To the Recipient:
Kaipara District Council
42 Hokianga Road
Dargaville 0310
Attention: Louise Miller
Email: lmiller@kaipara.govt.nz

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: Allan Prangnell
Position: Executive Director,
Date: Three Waters
30 October 2020

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: Dr. J Smith
Position: Mayor
Date: 30 September 2020

_____  _____

Name: L Miller
Position: Chief Executive
Date: 30 September 2020

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:	Kaipara District Council 3 Waters Reform Programme
2. Territorial Authority:	Kaipara District Council
3. Total Maximum Amount Payable (NZ\$M):	\$4,691,048
4. Organisation Lead Contact:	
Name:	Louise Miller
Position:	Chief Executive Officer
Email:	lmiller@kaipara.govt.nz

Expenditure Programme overview

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

The Kaipara District Council 3 Waters programme focuses on renewals, planned and emergency. Over the 2018-2019 and 2019-2020 financial years, the percentage budget utilisation against the annual plan was 91% and 65% respectively. The 3 waters 2020/2021 Annual Plan budget is \$3,606,000. Our SCADA and telemetry control upgrade is proposed as a backup project. It is internet based for communication, the SCADA brand is Vijeo Citett, Schneider M580 is the brand for

automation and controllers in Water and Wastewater Treatment Plants while outstations are Schneider SCADA pack RTU. The programme proposed here spans water supply pipe renewals; reservoir replacement and the reinstatement of a watermain which succumbed to a slip. Wastewater renewals include wastewater main renewals and a upgrade of an aerator to meet environmental compliance. For years the infrastructure assets have not been fully funded by the depreciation reserve and this has caused a backlog in the renewals. Renewals have been identified in the LTP, so this makes the project easier to tender, design and build. Although we would have wanted to have more funding to assist in the condition assessment of current assets, there is a robust programme currently underway to capture asset information, document and draw up renewals programmes. One of the projects proposed, the Maungaturoto Truck Filler and Mains Upgrade is to address the shortage of filling points for water carters who supply residents in the whole district. The specific projects are:

1. Business Case and Options Assessment
 - To fund the work to optioneer models for the Northland/Multiregional 3 waters model.
2. Water Design Engineer
 - Kaipara District focused -To help with scoping, coordination and design review, RFI collection of information, project and programme management, reporting
3. Dargaville Haimona and Pirika St Watermain Renewals
 - Construction of 1400m of 150mm ID watermain renewals
4. Dargaville Wastewater Renewals
 - Design and construction of 1km of 150mm ID wastewater pipe renewals
5. Kaiwaka Wastewater Renewals
 - Design and construction of 0.8km 150mm ID wastewater pipe renewals
6. Maungaturoto Hurndall St Watermain Renewals
 - Realignment and replacement of 0.8km 150mm ID slip damaged watermain, design and construction
7. Maungaturoto Raw watermain Renewals
 - Replacement of 3km of 200mm ID raw watermain, construction only
8. Maungaturoto Water Reservoir Replacement
 - Replacement of 300m³ treated water reservoir, design, supply and build.
9. Maungaturoto Water Truck Filler and Main Upgrade
 - Design and construct truck filler and 0.8km 150mm ID of watermain
10. Ruawai Watermains Renewals
 - Construction of 2.5km of watermain, design already completed.
11. Te Kopuru Wastewater Treatment Plant Aerator Upgrade
 - Wastewater Treatment pond aerator upgrade

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

Dargaville, Maungaturoto, Ruawai, Te Kopuru, Kaiwaka

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

\$6,106,048

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

Phases of Programme outside of Maximum Funding Total

1. Maungaturoto Raw Watermain Renewals (Additional)	\$540,000
2. Maungaturoto Water Reservoir Replacement (Additional)	\$250,000
3. Ruawai Watermain Renewals (Additional)	\$240,000
4. Te Kopuru Wastewater Treatment Plant Upgrade (Additional)	\$385,000
Total Additional	\$1,415,000

Backup Projects

1. Maungaturoto Wastewater Renewals (Backup Project)	\$410,000
2. Kaipara District Wastewater Condition Assessments & Models (Backup)	\$840,000
3. Kaipara District Water Condition Assessments & Models (Backup)	\$600,000
4. Kaipara District Leak Detection (Backup Project)	\$200,000
5. Kaipara District Wastewater Ponds Fencing (Backup Project)	\$235,000
6. Kaipara District Database Management Improvements (Backup Project)	\$300,000
7. Kaipara District SCADA Upgrade (Backup project)	\$950,000
8. Kaipara District Water TP Electricals Upgrades (Backup Project)	\$550,000
9. Kaipara Water Storage Bulk Main (Backup Project)	\$2,000,000
Total Backup Projects	\$6,085,000

Private Failing Schemes

1. Kaihu Raw Water Supply	\$150,000
2. Dargaville Te Houhanga a Rongo Marae Wastewater Solution	\$150,000
3. Paparoa Community Wastewater Solution	\$550,000
4. Pahi Community Wastewater Solution	\$400,000
5. Whakapirau Wastewater Solution	\$400,000
6. Dargaville Spring Street Wastewater Solution	\$600,000
Total Private failing Schemes	\$2,250,000

Funding Source	Amount (NZ\$M)
Rates -Renewals and Upgrades (Capex)	\$5,860,000
Rates -Condition Assessments & Models (Opex)	\$1,640,000
Private Failing Schemes (\$30million NZ wide fund)	\$2,250,000
Total	\$9,750,000

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

Business Case and Options Assessment	\$ 65,000
Water Design Engineer (18-month Fixed Term)	\$161,048
Dargaville Haimona and Pirika St Watermain Renewals	\$650,000
Dargaville Wastewater Renewals	\$460,000
Kaiwaka Wastewater Renewals	\$400,000
Maungaturoto Hurndall St Watermain Renewals	\$450,000
Maungaturoto Raw Watermain Renewals	\$900,000
Maungaturoto Water Reservoir Replacement	\$240,000
Maungaturoto Water Truck Filler and Main Upgrade	\$510,000
Ruawai Watermains Renewals	\$795,000
Te Kopuru Wastewater Treatment Plant Aerator Upgrade	\$ 60,000

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

The total number of people employed is 22 direct FTE and 17 indirect calculated as follows:

As per the jobs multiplier spreadsheet

Industry	Percentage of investment	Investment breakdown (\$m)	Direct impacts	Indirect impacts	Induced impacts	Direct + Indirect	Direct + Indirect + Induced
Non-residential building construction	0%	\$ -	0.0	0.0	0.0	0	0
Heavy and civil engineering construction	36%	\$ 1.68	4.4	7.4	4.4	11.8	16.2
Construction services	41%	\$ 1.92	11.5	6.3	5.8	17.9	23.6
Scientific, architectural, and engineering services	24%	\$ 1.12	5.7	3.4	3.2	9.2	12.4
Total	100%	\$ 4.72	21.7	17.1	13.4	38.8	52.2

Expenditure Programme commencement

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

The initial activity is the Business Case for the Northland 3 Waters work which includes the proposals of the various scenarios under which the water business will be delivered under an aggregated model. Within the Project Delivery framework, the first activity purchase and installation of the Te Kopuru Wastewater Treatment Plant aerator and the construction of the renewal of the raw watermain in Maungaturoto, Dargaville Haimona & Pirika St watermain, Ruawai Watermain Renewals and for all others the first activity is design. We have a panel of consultants who will be allocated work packages for delivery. We have an emergency project that is under construction which we require funding for. The community cannot afford the works and the Council has had to borrow to cover the works and repay over several years.

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):

Project	Funding	Amount	Description and Status	Duration
Dargaville Haimona and Pirika St Watermain Renewals	Not funded in any plan. Year 2028/2029 in 2018-2028 LTP, also in the proposed 2021-2031 LTP 100% Capex.	\$650,000	Construction of 1400m of 150mm ID watermain renewals	November 2020-February 2021
Business Case and Options Assessment for Northland aggregation	Not funded in any plan. 100% Opex	\$65,000	This is for the preparation of a business case with option assessment for the Northland region 3 waters aggregation models.	October 2020 – April 2021
Ruawai Watermain Renewals	LTP Year 4 & 5 100% Capex	\$795,000	2.5 km of watermain renewals. Designs are complete. Next steps tender for construction. Shovel ready.	December 2020-June 2021
Te Kopuru WWTP Aerator Upgrade	Not funded in any plan. 100% Capex	\$60,000	Aerator upgrade to meet environmental compliance. Can be purchased immediately. Design and recommendation from Engineers received. Shovel ready.	October 2020-January 2021
Water Design Engineer (18-month	Not funded in any plan.	\$161,048	In order to effectively and expedite the design process. Formulation of	October 2020-

fixed term)	100% Opex		scope, coordination and review of designs from the panel of engineering consultants.	March 2022
Maungaturoto Raw Watermain Renewal	LTP Year 4,5 & 6. 100% Capex	\$900,000	The design for the 3km of raw watermain is complete and the next steps is tender for construction. Shovel ready.	December 2020- May 2021
Maungaturoto Water Reservoir Replacement	LTP Year 5. 100% Capex	\$240,000	Replacement of 300m ³ of treated water reservoir. Design, supply and build proposed to achieve the construction.	February 2021 – November 2021
Maungaturoto Water Truck Filler and Main Upgrade	Not funded in any plan. Emergency work. 100% Capex	\$510,000	New truck filler to allow water carters to draw water for the non-reticulated residents in the district, also requires the upgrade of the watermain to sustain the pressure.	November 2020- November 2021
Maungaturoto Hurndall St Watermain Renewals	Not funded in any plan. Emergency work. 100% Capex	\$450,000	Rerouting and replacement of slip damaged watermain. To be assessed and designed by the members of the KDC panel of consultants then constructed.	November 2020- November 2021
Dargaville Wastewater Renewals	LTP Year 4 & 5. 100% Capex	\$460,000	Wastewater main renewals to be scoped inhouse by KDC from the CCTV condition assessment and designed by the KDC panel of consultants. Scoping has started and identification of critical pipes to follow.	January 2021- February 2022
Kaiwaka Wastewater Renewals	LTP Year 4 & 5. 100% Capex	\$400,000	Wastewater main renewals to be scoped inhouse by KDC from the CCTV condition assessment and designed by the KDC panel of consultants. Scoping has started and identification of critical pipes to follow.	January 2021- February 2022

Expenditure Programme funding status

13. Please indicate below the expenditure programme funding status:

Included in LTP	Y	Amounts NZ\$3,825,000	Year 2021-2023
Included in Annual Plan 2020/21	N	Amounts NZ \$0	N/A
Not funded in any plan	Y	Amounts NZ\$2,281,048	Year 2020-

			2022
Was funded but COVID-19 deferred	N	Amounts NZ\$0	Year
Is any Territorial Authority co-funding being contributed?	N	Amounts NZ\$0	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\$[2,345,524] [Note: this is to be 50% of the Total Maximum Amount Payable]	\$4,691,048	
2.a)	[Completion of 20% of total value of work for Dargaville Haimona and Pirika St Watermain Renewals] 20 % instalment payment on construction of 20% (280m) of the project. 30% payment on Practical Completion. There are no budgets in the Annual Plan. This is to cover the earned value of construction work and midway and at the end of the project.	[31 March 2021]	NZ\$[\$130,000]	NZ\$[650,000]	

¹ All figures should be GST exclusive.

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

2b)	[Practical Completion of the Dargaville Haimona and Pirika St Watermain Renewals] 30% payment on Practical Completion (1400m of 150mm ID pipe constructed).	[30 November 2021]	NZ\$[\$195,000]		
3a).	[40% Completion of purchase and installation Te Kopuru WWTP Aerator] 40% instalment payment. In addition to the \$60,000; a further \$385,000 is required for the upgrade of the Te Kopuru WWTP to address high discharge volumes, wetland renewal and provide a better treatment system taking the estimated amount to\$445,000.	[31 December 2020]	NZ\$[24,000]	NZ\$[445,000]	
3b)	[70% Completion of installation Te Kopuru WWTP Aerator] 10% instalment payment	31 January 2021	NZ\$[6,000]		
4a).	[Appointment of a Kaipara DC focused Water Design Engineer (18-month Fixed Contract)] 20 % to be claimed after 4 months through the fixed term. This position is not part of the Northland PMO.	[28 February 2021]	NZ\$[32,210]	NZ\$[161,048]	
4b).	[Appointment of Water Design Engineer (18-month Fixed Contract)] 30 % to be claimed 12 months through the fixed term.	[31 October 2021]	NZ\$[48,314]		

5a).	[Business Case and Options Assessment for Northland/Multiregional Aggregation model] 40% payment on delivery of First Draft Business Case for review.	[28 February 2021]	NZ\$[26,000]	NZ\$[65,000]	
5b).	[Business Case and Options Assessment for Northland/Multiregional Aggregation model] 10% payment on delivery of Final Document.	[30 April 2021]	NZ\$[6,500]		
6.a)	[Completion of 40% construction by contractor for the Ruawai Watermain Renewal] 40 % payment on completion of construction of 40% the length of replacement watermain (1km). There are no budgets in the Annual Plan. This is to cover the earned value of construction work at about midway and at the end of the project. In order to complete the watermain renewals in Ruawai, an additional \$240,000 is required bringing the total to \$1,035,000.	[31 December 2020]	NZ\$[318,000]	NZ\$[1,035,000]	

6.b)	[Practical Completion of (2.5km) construction by contractor for the Ruawai Watermain Renewal] 10 % payment on completion of 2.5km length of replacement watermain. There are no budgets in the Annual Plan. This is to cover the earned value of construction work and midway and at the end of the project.	[31 June 2021]	NZ\$[79,500]		
7a).	[Completion of 10% construction by contractor for the Maungaturoto Raw Watermain Renewal] 10% payment on completion of 10% the length of replacement watermain (0.3km). There are no budgets in the Annual Plan. This is to cover the earned value of construction work at start and at 70% of the project. In addition to the \$900k funding from the 3 waters stimulus, an additional \$540k is required to complete the renewal of the raw watermain.	[31 December 2020]	NZ\$[90,000]	NZ\$[1440,000]	

7b).	[Practical Completion of the Maungaturoto Raw Watermain Renewal] 100% payment on 70% construction completion of 3km. This is to allow for payment of the anticipated forward work constituting 30%. Since this is a high value project, we need the cashflows to be consistent.	[31 March 2021]	NZ\$[360,000]		
8a).	[Completion of 20% construction of total value of work by contractor for the Maungaturoto Reservoir Replacement] 20 % payment instalment on 20% project completion. There are no budgets in the Annual Plan. This is to cover the earned value of construction work at start and at the end of the project. In addition, a second 300m ³ treated water reservoir needs to be replaced for \$250,000 to take the total to \$490,000.	[31 June 2021]	NZ\$[48,000]	NZ\$[490,000]	
8b).	[Practical Completion of the Maungaturoto Reservoir Replacement] 30% payment on Practical Completion	[30 November 2021]	NZ\$[72,000]		

9a).	[Completion of 20% construction by contractor for the Maungaturoto Water Truck Filler and Main Upgrade] 20 % on completion of half the length of replacement watermain (160m). There are no budgets in the Annual Plan. This is to cover the earned value of construction work at start and at the end of the project.	[31 August 2021]	NZ\$[102,000]	NZ\$[510,000]	
9b).	[Practical Completion of Maungaturoto Water Truck Filler and Main Upgrade]. 30% payment on Practical Completion.	[30 November 2021]	NZ\$[153,000]		
10a).	[Completion of 20% construction by contractor for the Maungaturoto Hurndall St Watermain] 20 % on completion of half the length of replacement watermain (160m). 30% payment on Practical Completion. There are no budgets in the Annual Plan. This is to cover the earned value of construction work and midway and at the end of the project.	[31 January 2021]	NZ\$[90,000]	NZ\$[450,000]	
10b).	[Full payment on completion of 70% (560m) construction by contractor for the Maungaturoto Hurndall St Watermain] 30% payment on Practical Completion.	[30 September 2021]	NZ\$[135,000]		

11a).	[Completion of 40% construction by contractor for the Dargaville Wastewater Renewals] 40 % on completion of 40% of the 1km total construction of renewals by contractor (400m). There are no budgets in the Annual Plan. This is to cover the earned value of construction work and midway and at the end of the project.	[30 June 2021]	NZ\$[184,000]	NZ\$[460,000]	
11b).	[Completion of the remaining 100% (1km) construction by contractor for the Dargaville Wastewater Renewals] 10% payment on Practical Completion.	[31 December 2021]	NZ\$[46,000]		
12a).	[Completion of 40% construction by contractor for the Kaiwaka Wastewater Renewals] 40 % payment on completion of 40% of the 800m total construction renewals by contractor (320m). There are no budgets in the Annual Plan. This is to cover the earned value of construction work at midway and at the end of the project.	[30 June 2021]	NZ\$[160,000]	NZ\$[400,000]	
12b).	[Completion of the remaining 100% (800m) construction by contractor for the Kaiwaka Wastewater Renewals] 10% payment on Practical Completion.	[31 December 2021]	NZ\$[40,000]		

13.	[Completion of expenditure programme]	[28 February 2022] [To be no later than 31 March 2022]	NZ\$[] ³	NZ\$[]	
	TOTAL		NZ\$[2,345,524]	NZ\$[6,106,048]	

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

The expected outcomes are:
Renewed assets to reduce the asset renewals backlog.
Repairs to emergency work that was unbudgeted of which the community would have been unable to afford.
Expediting construction ready projects that would have been done in future years thereby getting value.
The ability to group projects together in order to achieve economies of scale.

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:

The overall outcomes are in enhanced drinking water quality, discharge of better-quality treated wastewater, lower maintenance costs and creation of local employment. The focus is to have renewed assets that reduce the renewals backlog. Functioning water supply infrastructure reduces water loss, maintenance costs and ensure high quality water is supplied to our residents. Renewed wastewater infrastructure will enhance the environmental outcomes in that leaks are significantly reduced, and treatment is to a standard that meets the receiving environment requirement. In short, there are water quality, environmental and economic benefits in embarking on this programme. See Proposed Programme vs Reform Objective matrix below:

Project Type	Project Name (Project numbering as per s5)	Reform Objectives						
		1	2	3	4	5	6	7
A. Capital Renewals	3. Dargaville Haimona and Pirika St Watermain Renewals	✓	✓	✓	✓	✓		✓
	<ul style="list-style-type: none"> Renewal of 1,400m of 150mm ID watermains 							
	4. Dargaville Wastewater Renewals							

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

	<ul style="list-style-type: none"> Design and construction of 1km of 150mm ID wastewater pipe renewals <p>5. Kaiwaka Wastewater Renewals</p> <ul style="list-style-type: none"> Design and construction of 0.8km 150mm ID wastewater pipe renewals <p>Maungaturoto Hurndall St Watermain Renewals</p> <ul style="list-style-type: none"> Realignment and replacement of 0.8km 150mm ID slip damaged watermain, design and construction <p>7. Maungaturoto Raw watermain Renewals</p> <ul style="list-style-type: none"> Replacement of 3km of 200mm ID raw watermain, construction only <p>8. Maungaturoto Water Reservoir Replacement</p> <ul style="list-style-type: none"> Replacement of 300m³ treated water reservoir, design, supply and build. <p>10. Ruawai Watermains Renewals</p> <ul style="list-style-type: none"> Construction of 2.5km of watermain, design already completed. <p>11. Te Kopuru Wastewater Treatment Plant Aerator Upgrade</p> <ul style="list-style-type: none"> Wastewater Treatment pond aerator upgrade <p>Maungaturoto Wastewater Renewals (Backup Project)</p>							
B. Asset Condition Assessment	<p>Kaipara District Wastewater Condition Assessments & Models (Backup project)</p> <p>Kaipara District Water Condition Assessments & Models (Backup project)</p>	✓	✓	✓	✓	✓		✓
C. Maintenance	Kaipara District Council Wastewater Ponds Fencing (Backup project)	✓		✓	✓		✓	✓

D. Asset management system and process	Kaipara District Council Database Management Improvements (Backup project)	✓	✓	✓	✓		✓	✓
E. Data and Technology system	Kaipara District Council SCADA Upgrade (Backup project)	✓		✓	✓		✓	✓
F. Leakage management	Kaipara District Council Leak Detection (Backup Project)		✓	✓	✓	✓		✓
G. Water Safety Priorities	Kaipara District Council Water Treatment Plant Upgrades (Backup Project)	✓		✓	✓		✓	✓
H. Capital Project - Drought Resilience Upgrades	<p>9. Maungaturoto Water Truck Filler and Main Upgrade</p> <ul style="list-style-type: none"> Design and construct truck filler and 0.8km 150mm ID of watermain Ensures that self-supplied communities will have access to water within the region and no pay exorbitant prices during summer as water carters go further afield to find water. <p>Kaipara Water Storage Bulk Main (Backup Project)</p>	✓	✓	✓	✓	✓	✓	✓
I. Preparation for Reform	<p>1. Business Case and Options Assessment</p> <ul style="list-style-type: none"> To fund the work to optioneer models for the Northland/Multiregional 3 waters model. <p>2. Water Design Engineer</p> <ul style="list-style-type: none"> To help with scoping, coordination and design review Collection reporting of RFI information Progress reporting 	✓	✓	✓	✓	✓	✓	✓

Objectives Key:

- 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; and
7. 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

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 obligations on behalf of that territorial authority:

Name:

Position:

Date:

Name:

Position:

Date:

THREE WATERS STIMULUS GRANT DELIVERY PLAN – ADDENDUM

To satisfy condition precedent 3 (clause 3 of Part 1 of the Funding Agreement), a final Delivery Plan must be executed by each participating territorial authority in a form approved by the Department of Internal Affairs.

A draft Delivery Plan for Kaipara District Council (**Territorial Authority**) has been completed and submitted to the Department of Internal Affairs and Crown Infrastructure Partners Limited for consideration (**Delivery Plan**). This Addendum is attached to, and forms part of, that Delivery Plan.

Following initial assessment, changes to the Delivery Plan have been proposed and agreed by the Territorial Authority and the Department of Internal Affairs. This Addendum contains those changes.

The Territorial Authority and the Department of Internal Affairs agree that, notwithstanding the provisions of the Funding Agreement, for the purposes of satisfaction of condition precedent 3 of the Funding Agreement:

- the Delivery Plan, as amended by this Addendum; and
- this Addendum executed by both the Territorial Authority and the Department of Internal Affairs,

when read together satisfy such condition precedent in respect of Funding for the first Expenditure Programme Milestone (first line item) (as described in paragraph 1 below) only, and the Funding in relation to such Milestone (being the Initial Instalment, as defined in paragraph 1.a below) shall be payable by the Department of Internal Affairs in accordance with this Addendum following receipt of these duly executed documents.

Notwithstanding the above or any provision of the Funding Agreement, payment of further instalments of funding in respect of the Expenditure Programme remain subject to satisfaction of the conditions precedent in this Addendum.

The Addendum will take precedence over the Delivery Plan, to the extent of any inconsistency between the two. To avoid doubt, any update to:

- the milestone table at section 14 of the Delivery Plan (“key milestones of the expenditure programme”); and/or
- any other part of the Delivery Plan,

that this Addendum is attached to, as outlined in Part 1 below, will take precedence over any previous milestone table or relevant part of the Delivery Plan (as applicable) agreed by the parties.

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

Amendments to Delivery Plan: The Delivery Plan is amended as follows:

Part 1: Milestone table:

Indicative milestone table and release of initial instalment of funding:

1. The milestone table in section 14 of the Delivery Plan that this Addendum is attached to (“key milestones of the expenditure programme”) (**Indicative Table**):
 - a. records the terms of payment for the first Expenditure Programme Milestone (first line item) and the amount of the Maximum Funding Instalment for such milestone (being 50% of the Total Maximum Amount payable to the Territorial Authority and representing advance funding for projects identified in the Delivery Plan) (**Initial Instalment**); and
 - b. records subsequent indicative milestones to progress the Expenditure Programme.

Updated milestone table and release of second instalment of funding:

2. The parties agree that the Territorial Authority will work with Crown Infrastructure Partners Limited to prepare an updated milestone table recording all milestones for the rest of the Expenditure Programme (including the Support for the RFI Response funding details if relevant, as described in Part 2 below) (**Updated Table**). To avoid doubt, updates are to be limited to updates to the table of Expenditure Programme Milestones only. The Updated Table is to be completed by the Territorial Authority and submitted to Crown Infrastructure Partners Limited and the Department of Internal Affairs for approval by the Department of Internal Affairs (**DIA Milestone Approval**), by the date of the first quarterly report.
3. The inputs in the Updated Table (or any subsequent updates to the Updated Table) are to reflect appropriate measurable outputs or activities to support the delivery of the Expenditure Programme, including identification of one or more appropriate milestones for each project identified in the Delivery Plan (**Update Criteria**).
4. The Updated Table (or any subsequent updates to the Updated Table) will be deemed appended to this Delivery Plan once DIA Milestone Approval has been sent and received by the Territorial Authority and Crown Infrastructure Partners Limited, and the Indicative Table (or the then current version of the milestone table) will be deemed amended and updated from such date.
5. Release of the next instalment of Funding following the Initial Instalment, is conditional on:
 - a. DIA Milestone Approval having been sent and received by the Territorial Authority and Crown Infrastructure Partners Limited; and
 - b. in relation to each instalment of Funding following the Initial Instalment, material achievement of the applicable Expenditure Programme Milestone(s) having been demonstrated to the satisfaction of the Department of Internal Affairs (on Crown Infrastructure Partners Limited’s recommendation).

Further updates to milestone table and release of further instalments of funding:

6. The parties recognise that the milestones within the Expenditure Programme are subject to change and planning restrictions over time. Therefore, should the Territorial Authority consider that changes be proposed to the milestones to support the Expenditure Programme at any time following DIA Milestone Approval having been sent and received by the Territorial Authority and Crown Infrastructure Partners Limited in respect of the Updated Table, the Territorial Authority should propose such changes to Crown Infrastructure Partners Limited and the Department of Internal Affairs for approval by the Department of Internal Affairs in an updated version of the Updated Table on submission of the next quarterly report, regardless of whether that report is accompanied by a Payment Request. Each proposed update to milestones within the milestone table is subject to DIA Milestone Approval and the Update Criteria specified above.
7. Where further updates to milestones in the Updated Table (or such version of the milestone table that is current at the time in accordance with the provision below) have been proposed, the release of further instalments of Funding will be conditional on:
 - a. DIA Milestone Approval having been sent and received by the Territorial Authority and Crown Infrastructure Partners Limited; and
 - b. material achievement of the applicable Expenditure Programme Milestone(s) having been demonstrated to the satisfaction of the Department of Internal Affairs (on Crown Infrastructure Partners Limited's recommendation).

Part 2: Support for RFI response:

8. The Department of Internal Affairs has released a Request for Information document to all Territorial Authorities (**RFI**) to assist with water reform planning. A response is required within a set timeframe.
9. The Territorial Authority may opt to redirect up to \$60,000 (plus GST, if any) of the Funding toward acquiring resource to support its response to the RFI (**Support for the RFI Process**). To avoid doubt, this amount must be drawn from the Total Maximum Amount payable to the Territorial Authority and does not represent additional funding payable from the Department of Internal Affairs to the Territorial Authority.
10. Should the Territorial Authority choose to do this, a line item must be added to the Updated Table recording the amount apportioned to Support for the RFI Process.

Part 3: DIA Guidance:

11. The Department of Internal Affairs may issue guidance from time to time in relation to the water reform programme with a view to assisting Territorial Authorities in their preparation for, and engagement with, the water reform programme.

The parties sign this Addendum as acknowledgement and agreement of its terms and conditions:

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: Allan Prangnell

Position: Executive Director, Three Waters, Department of Internal Affairs

Date: 29 October 2020

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:

3 Waters Reform Programme Procurement Plan

Meeting: Kaipara District Council
Date of meeting: 25 November 2020
Reporting officer: Donnicks Mugutso, Project Manager 3 Waters Reform Programme

Purpose/Ngā whāinga

To seek approval for the Specific Procurement Strategy for the 3 Waters Reform Programme.

Executive summary/Whakarāpopototanga

In September 2020 the Council signed and approved the Funding Agreement and Delivery Plan for the 3 Waters Reform Programme. On 6 November 2020 we received confirmation from the DIA that our Funding Agreement and Delivery Plan were conditionally approved.

The proposed procurement approach is two fold:

- To create Selected List Panel (SLP) of three pre-qualified contractors (United Civil, Forte and Ventia) who have existing contracts, a proven track record with KDC on competitive rates, Health and Safety and use of local sub-contractors and resources to deliver the physical works program.
- Variations to existing contracts where appropriate
- Direct appointment where there is an appropriate value proposition

Recommendation/Ngā tūtohunga

That the Kaipara District Council:

- a) Approves the 3 Waters Reform Specific Procurement Strategy for the delivery of projects funded through DIA. The Strategy comprises
 - I. The allocation of design and MSQA services to the Professional Services Panel
 - II. The creation of a panel for physical works delivery consisting of Ventia, United Civil and Forte
 - III. The direct award of specific projects where there is a compelling value proposition.
- a) Delegates the Chief Executive to approve the award of contracts up to the allocated funding of \$4,691,048 (excluding GST) once the procurement processes have been concluded.

Context/Horopaki

Introduction

In August 2020 the Kaipara District Council (Council) signed a Memorandum of Understanding (MOU) with the Department of Internal Affairs (DIA) to commit the Council to engage with the reform programme and share information in the first stage of the 3 Waters Reform Programme. This provided Council access to a \$761 million stimulus package of which \$4,691,048 is the Council share to complete a few 3 Waters projects in the district. In September 2020 the Council signed and approved the Funding Agreement and Delivery Plan for the 3 Waters Reform Programme which were then submitted to the DIA and Crown Infrastructure Partners (CIP). On 6 November 2020, we

received confirmation from the DIA that our Funding Agreement and Delivery Plan were conditionally approved.

Section 9.1.2 of the Kaipara District Council Procurement Manual (Procurement Manual) requires approval by Council for any high risk and high value procurement with a value exceeding \$500,000. Although most of the projects in the 3 Waters Reform Programme are low risk renewals; there are some which surpass the threshold of \$500,000 hence the need for Council approval. The other reason is that, in order to meet the DIA's completion target of March 2022, direct appointments from a Selected List Panel (SLP) of pre-approved contractors through extensions of existing contracts and closed tenders is proposed and requires approval from Council. The DIA also recommended such an approach which was presented in the Delivery Plan.

Background

In July 2020, the Government announced a funding package of \$761 million to provide immediate post-COVID-19 stimulus to local authorities to maintain and improve three waters (drinking water, wastewater, stormwater) infrastructure, and to support reform of local government water services delivery arrangements. In August 2020 the Council signed the Memorandum of Understanding with the Department of Internal Affairs to engage in the reform programme and share information in the first stage of the 3 Waters Reform with an option to participate in future programmes. In September 2020, the Council approved the Funding Agreement and the Delivery Plan for the 3 Waters Reform. In November 2020, the Department of Internal Affairs confirmed that the Council's Funding Agreement and Delivery Plan were conditionally approved. In its September meeting, the Council delegated the Chief Executive Officer "the authority to finalise the Delivery Plan, if any feedback from central government is received, in order to obtain approval and release funding".

Procurement Method

Procurement Objectives:

The objectives of procurement align with the Government's objectives and specifically Council's broad objectives to:

1. Deliver safely – a commitment to reducing harm to us and the people involved in our supply chain;
2. Create and demonstrate public value through our activities with focus on:
 - Good price - whole of life costs
 - Good quality - customer centric delivery
 - Good outcomes - social, cultural, environmental and economic
3. Improve the efficiency of how we progress projects through their lifecycle to deliver the capital programme;
4. Increase the ability of our iwi, communities and businesses in Kaipara to participate in Council activities;
5. Increase the size and skill level of the supply chain delivering work in Kaipara; and
6. Support the transition to zero net emissions and promote efficient use of resources.

More specifically, the objectives for this 3 Waters Reform procurement are to:

- To complete works by Feb 2022
- To efficiently deliver a program of works
- Stimulate economic activity
- Get local contractor and workforce participation

Procurement Approach – Professional Services

Professional services support (e.g. scoping, design, construction supervision) will be procured directly through the KDC Professional Services Panel (PSP) which consists WSP, Awa and Stantec consultants.

Procurement Approach - Selected List Panel (SLP)

The procurement approach will be direct purchase to specialist suppliers and the using a Selected List Panel (SLP) of three pre-qualified contractors, United Civil, Forte, Ventia, as they have existing

contracts, a proven track record with KDC on competitive rates, Health and Safety and use of local sub-contractors and resources to deliver the physical works program. Value of this panel is circa \$3.5m

Work Packages (WP) will be developed to deliver a continuous program of works. Packages will be issued to the SLP for proposals, evaluated and awarded on lowest price conforming criteria as follows:

Name	Pass/Fail
Program	✓
Methodology	✓
Available Resources	✓
Tags	✓

An alternative approach would be to tender each project separately. However this has been rejected as this would be unlikely to attract significant interest from the market and would not support a sustainable market.

Tendering of the panel to the open market has been considered however given the three proposed members have consistently scored well in previous tenders and have performed well on work undertaken, this approach was discounted.

Procurement Approach – Variation to existing contracts

Variations will also be issued through existing contracts for WP where similar works and negotiated rates can be applied.

Direct purchasing will be done following negotiation with specialist suppliers for the timber tank water reservoir at Maungaturoto, and Te Kopuru Wastewater Treatment Plant Aerator. Timbertank Enterprises Ltd currently have a contract with Kaipara District Council and are building the replacement tank in Ruawai.

Summary of procurement approach.

Description	Value ('000)	Status
Dargaville Haimona and Pirika St Watermain Renewals	\$650	Variation to Forte Civil
Ruawai Watermains Renewals	\$795	Design (PSP) - Construction (SLP)
Maungaturoto Hurndall St Watermain Renewals	\$450	Design (PSP) - Construction (SLP)
Maungaturoto Raw watermain Renewals	\$900	Design (PSP) - Construction (SLP)
Maungaturoto Water Truck Filler and Main Upgrade	\$510	Design (PSP) - Construction (SLP)
Dargaville Wastewater Renewals	\$460	Scope and Design (PSP) - Construction (SLP)
Kaiwaka Wastewater Renewals	\$400	Scope and Design (PSP) - Construction (SLP)
Maungaturoto Water Reservoir Replacement	\$240	Direct Design and Build with Timber Tanks
Te Kopuru Wastewater Treatment Plant Aerator Upgrade	\$60	Direct Purchase

Programme

	Dec 20 - Feb 21	Mar 21 - May 21	Jun 21 - Aug 21	Sep 21 - Nov 21	Dec 21 - Feb 22
Dargaville Haimona and Pirika St Watermain Renewals	Construction				
Ruawai Watermains Renewals	Design	Construction			
Maungaturoto Hurndall St Watermain Renewals	Design	Construction			
Maungaturoto Raw watermain Renewals	Scope	Design	Construction		
Maungaturoto Water Truck Filler and Main Upgrade	Scope	Design	Construction		
Dargaville Wastewater Renewals	Scope		Design	Construction	
Kaiwaka Wastewater Renewals	Scope		Design	Construction	
Maungaturoto Water Reservoir Replacement	Scope	Design	Construction		
Te Kopuru Wastewater Treatment Plant Aerator Upgrade	Scope	Design	Construction		

Discussion/Ngā kōrerorero

Options

Option 1: Approve the Procurement Plan which is the recommended option and will get the programme underway with a target completion before March 2022.

Option 2: Council does not approve the Procurement Plan, which means the projects in the programme must be publicly tendered one at a time; risking the timeous delivery of the programme.

The recommended option is **option 1**.

Policy and planning implications

There are no policy and planning issues with this decision.

Financial implications

There are no adverse financial implications as this programme is externally funded by the 3 Waters Reform Stimulus Grant.

Risks and mitigations

There is a risk of achieving a competitive, sustainable contractor base, with the volume of work currently entering the Construction sector will be significantly reduced. To mitigate this risk, developing a select list of contractors with a continuous pipeline of work will provide security for the contractor reduce the need to look elsewhere.

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

Staff to draft design and construction contracts and variations and get them executed by the CE and the contractors to start the programme.

Attachments/Ngā tapiritanga

There are no attachments.

Amended Significance and Engagement Policy

Meeting: Kaipara District Council
Date of meeting: 25 November 2020
Reporting officer: Shireen Munday, Policy Team Leader

Purpose/Ngā whāinga

To adopt the amended Significance and Engagement Policy (SEP).

Executive summary/Whakarāpopototanga

Council has now completed the statutory consultation process, after approving a Consultation Document and delegating the associated consultation activities to a Panel of Elected Members to report back to Council.

The Panel has completed the above process and has recommended no further changes are required as a result of the consultation process.

Recommendation/Ngā tūtohunga

That Kaipara District Council

- a) Adopts the amended Significance and Engagement Policy as provided in Attachment A.
- b) Authorises the Chief Executive to make minor edits or changes to the Policy to correct any spelling errors or make typographical edits, and/or to reflect decisions made by Council at this meeting.

Context/Horopaki

Council approved a Consultation Document proposing an amended SEP at the 29 July 2020 Council meeting.

Council delegated to a Panel of Elected Members (The Panel) the authority to hear views and consider written and verbal submissions, and to make associated recommendations to Council. The Panel was chaired by Deputy Mayor Curnow and included Councillors Wilson-Collins and Vincent as members.

This report provides the recommendations of the Panel so Council can make a final determination.

Discussion/Ngā kōrerorero

During the consultation process only one written submission was received (which was in support of the proposed SEP). The submitter did not wish to be heard. As a result, the scheduled hearing was cancelled.

The Panel deliberated on the submission received on 29 October 2020. The relevant agenda item and minutes can be found [here](#). The decision of the Panel was to recommend that no further changes to the proposed amended SEP are required and that Council adopts the amended SEP as proposed.

Significance and engagement/Hirahira me ngā whakapāpā

Council has consulted with the community on the proposed amended SEP in accordance with sections 76AA (5) and 82 of the Local Government Act. The recommendations and associated decisions are made in accordance with the legislative requirements and are being made after appropriate consultation and engagement with the community.

Next steps/E whaiake nei

Council's website will be updated with the amended SEP, together with explanatory information and graphics, as well as operational documents to support staff understanding and implementation requirements.

Attachments/Ngā tapiritanga

	Title
A	Amended Significance and Engagement Policy



Significance and Engagement Policy

Kaipara District Council



How to read this document

This document is a statutory policy. This means it has some content that has to be included but it also has lots of other content to help the reader understand the wider context of the document.

So it's quite long. This page provides you with a brief road map of how to read the Policy, depending on what you are looking for.

The statutory sections are:

- Determining Significance – skip to page 10
- How Council will engage on matters with a high level of significance – skip to page 11
- How Council will engage on other matters – skip to page 12
- Council's strategic assets – skip to page 13.

The Policy also provides you with other information on consultation and engagement matters to assist in your understanding of where the Policy fits, and what other engagement obligations Council has.

Here is an overview of these other parts of the Policy:

- Engaging with Maori – skip to page 8
- What is statutory consultation and how does it work? See pages 4 and 5
- What are the matters that Council has a statutory obligation to consult on before it makes a decision? See [Attachment 1](#) page 13
- What is the difference between consultation and engagement? - skip to page 6.

The flowchart ([Attachment 4](#)) on page 18 provides you with an overview of the process to determine how Council will engage.

He mihi

Toitū te mana o te Kaipara whenua, Kaipara tangata, Kaipara wānanga, Kaipara moana, taniwha e.

Stand permanent the integrity of Kaipara lands, Kaipara people, Kaipara narrative, Kaipara harbour and guardians forever.

Context

Introduction

For every decision Council makes, whether big or small, we need to consider how important that decision is to our communities and how it might impact them. Sometimes we are already aware of people's views on a matter or are very limited in our choices about a decision, but at other times we need to hear your thoughts first before we decide what to do.

Often when Council is making an important, or significant decision, the way we engage with you is set by legislation and there is a process we must follow, but sometimes we can choose. When deciding how significant a decision is for our communities, we look at a number of factors, including:

- who is affected by, or interested in the decision
- what the costs will be
- what the overall likely impact of the decision will be.

These factors are part of working out the best way to engage with our communities on the issue. Do we need to just tell you it's happening? Do we need to ask you for feedback on a draft proposal? Or do we need to involve you every step of the way?

This Significance and Engagement Policy (SEP) guides Council's assessment of the significance of matters and sets out how and when our communities can expect us to engage, before making a final decision on both significant and not so significant matters.



The SEP outlines how we involve our community in decision-making.



Legislative framework

The key purpose of the SEP is to agree with the community on the approach Council should use when considering which decisions and actions of Council are 'significant'. At the same time, the SEP details how Council will engage with the community on matters identified as significant, before making a final decision.

The SEP is also required to outline how Council will engage with the community on matters that are not significant, as well as providing a list of assets that Council has decided are 'strategic assets' for the purposes of section 97 of the Local Government Act 2002 (LGA).



What is section 97 of the LGA about? If something is a strategic asset (as defined in section 5 of the LGA), then if Council wants to transfer ownership or control of that asset, it must include that as a proposal in its draft Long Term Plan.

The LGA (section 76-81) provides a framework which applies to all decision-making processes, including the consideration of community views. For each decision, Council determines how those requirements apply.

Check out the Local Government Act for more information: www.legislation.govt.nz



Council's decision-making is further framed by other things, such as the requirements of Government policy, technical matters and financial implications. These matters can also influence engagement on an issue (e.g. if there is only one, or very limited viable options, such as a specific change required by new legislation).

Decisions of Council are often made under legislation with specific consultation processes for plans, policies or other matters. Examples of these are District Plans under the Resource Management Act 1991 and Reserve Management Plans under the Reserves Act 1977. For most other matters that have a prescribed consultation process, Council must follow the requirements of the LGA. These are explained in the following section.

Regardless of the level of significance, if the decision is about a matter that has a prescribed process, Council must follow that process. However this does not mean that Council is limited to only engaging in accordance with the legislation, Council can choose to undertake additional engagement activities to support the decision-making process if this is considered appropriate.



Attachment 1 provides an overview of the range of policies, plan and matters for which a prescribed consultation process is in place. For these matters, Council usually develops a specific engagement plan designed to meet the legal requirements, and any other relevant matters.

Local Government Act 2002 consultation requirements

Consultation is one of the ways we engage to find out about community views and preferences before making a decision. We consult on certain decisions because we recognise how important they are to our communities, or because we are required to by statute, or both.

The LGA contains principles which guide consultation as well as some specific requirements. It refers to consultation in two different, but closely related ways: 'consultation' and the 'special consultative procedure' (SCP). As the name implies, the 'special consultative procedure' is a specific kind of consultation.

Section 82 and 82A Local Government Act

Section 82 of the LGA provides some overarching principles for consulting. This includes:

- identify people who will be affected by or have an interest in the decision
- provide them with reasonable access to relevant information in an appropriate format on the purpose and scope of the decision
- encourage people to give their views
- give people a reasonable opportunity to give their views in an appropriate way
- listen to, and consider those views, with an open mind
- after the decision, provide access to the decision and any other relevant material.

Section 82A details some additional obligations if the consultation is a specific requirement under the LGA. Where this section applies Council also develops:

- a description of what we want to do, and why
- an analysis of the practical options (with advantages and disadvantages)
- a draft of the policy or relevant document (or details of the changes to any policy or document).



Attachment 1 shows which matters these sections apply to.

Section 83 – the Special consultative procedure (SCP)

The SCP builds on the principles of section 82 of the LGA as well as detailing additional requirements, including developing a 'statement of proposal' (SOP). An SOP is a document that provides detailed information on what the proposal is about and how people can provide their feedback. Depending on what the consultation is about, for example a long term plan or a bylaw, the exact content requirements are further prescribed in the LGA. In addition to meeting the principles of section 82, Council will:

- make the SOP publicly available
- allow feedback to be provided for a minimum of one month
- ensure people are given an opportunity to present their views to the council through spoken interaction (or using sign language).



For Long Term Plans, Council is required to produce a 'Consultation Document', rather than a Statement of Proposal.

What is 'consultation' and what is 'engagement'?

Often the two terms 'consultation' and 'engagement' are used interchangeably, however this is not accurate. Most councils in New Zealand, including Kaipara District Council, apply the principles developed by the International Association of Public Participation (IAP2) when talking about these matters.

The IAP2 developed the Spectrum of Public Participation ([Attachment 2](#)) to assist with the selection of the appropriate level of participation, or 'engagement' for the issue or problem. The graph below provides a summarised version of the Spectrum.



This means that engagement can range from letting you know about the decision and why it was made, to supporting others to make their own decisions that Council then implements.

Consultation is just one of the engagement options available, depending on the matter.



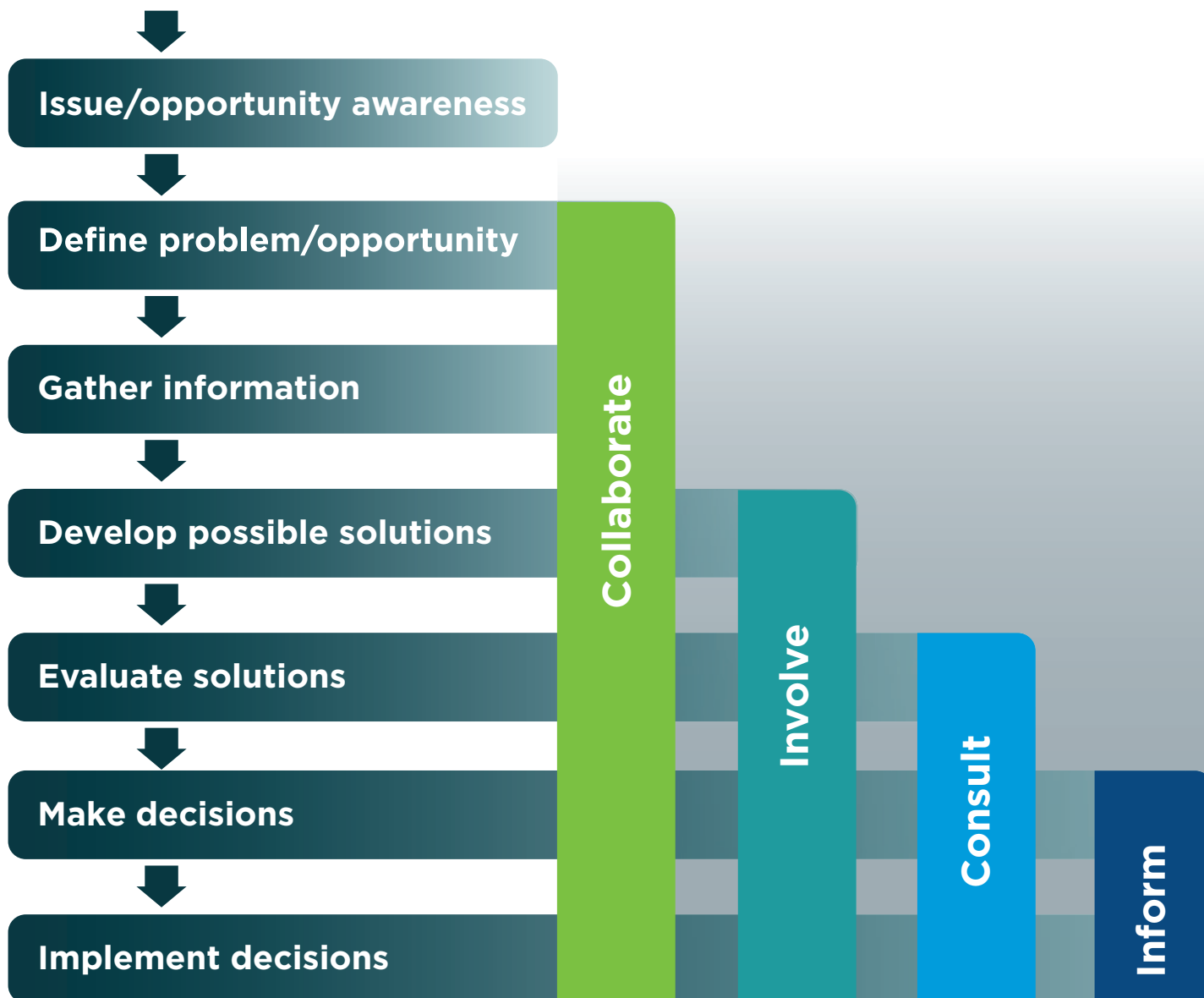
Consultation generally is when we develop a proposal, often a draft policy or plan, and then ask you for your views on the draft proposal. We consider your views before deciding on what the final policy or plan should say.



Another way of looking at the different types of engagement is to look at the steps in the decision-making process as an issue, proposal or decision progresses from development to final decision. **Diagram 1** below outlines at the steps and the associated types of opportunities for participation.

Council decision-making process

Opportunity for engagement



Attachment 3 provides an overview of the different types of tools and methods Council can use, depending on which level of engagement is appropriate and the specific issue or proposal.

Empowerment

The highest level of engagement ‘empowerment’ is not included in the graph above. This is because it is generally used in circumstances outside of the decision-making process where Council’s role is assisting others to make a decision. Often this kind of engagement is supported by Council through a framework of grants, advice and support.

Very occasionally and in certain circumstances, councils chose to empower the community to decide through a binding referendum. Councils can also delegate decisions to a group of people, for example a reserve management committee, made up of members of the community with an interest in the reserve.

Māori

Māori have a unique relationship with councils through the Treaty of Waitangi and supporting legislation. This relationship is reflected in the principles and requirements of the LGA to ensure participation by Māori in local authority decision-making processes.

In summary, the LGA requires councils to:

- take into account Māori interests where any significant decisions are to be made affecting 'land or a body of water'
- establish and maintain processes to provide opportunities for Māori to contribute to council decision-making processes
- consider ways to foster the development of Māori capacity to contribute to council decision-making processes
- put in place processes to consult with Māori
- assist Māori to better participate generally in decision-making.

To meet these duties, obligations, and commitments, Council will:

- recognise the enduring presence, aspirations, and cultural obligations of Mana Whenua (local iwi, hapū and Marae) as kaitiaki (stewards) in the Kaipara District
- actively consider the recognition and protection of Māori rights and interests within the Kaipara District, and how we contribute to the needs and aspirations of Māori
- where a significant decision relates to land or a body of water, take into account the relationship of Māori, and their culture and traditions with their ancestral land, water, sites, wāhi tapu, valued flora and fauna, and other taonga
- ensure all decision reports of Council consider impacts on Māori, and if any potential impacts are identified, how these have, or will be, addressed
- establish and maintain processes to provide opportunities for Māori to contribute to our decision-making processes, as provided for in Council's Long Term Plan.

In the Kaipara District, our Mana Whenua relationships are informed by our Mana Enhancing Agreement with Te Iwi o Te Roroa and our Memorandum of Understanding with Te Uri o Hau. Council's engagement processes are guided by these documents.

Mana Whenua by definition are Māori people from a specific location, region or geographical landscape who exercise territorial rights and authority over occupied tribal lands.

Council works with both Te Uri o Hau and Te Iwi o Te Roroa, supported by Te Kuihi as Mana Whenua, in acknowledgement of, and in accordance with, Treaty of Waitangi settlement processes and the associated legislative framework.

While supported and underpinned by this SEP, our commitments to working with Māori are broader than those matters the SEP addresses. Council will, in accordance with the above principles, engage or work with Mana Whenua and/or iwi/hapū on a specific matter, normally in advance of undertaking any engagement activity in accordance with this SEP.

The Policy

Policy Statement

Kaipara District Council aspires to actively and meaningfully engage with its communities as part of its decision-making processes. Genuine engagement will be encouraged in a manner that is consistent with the significance of the issue proposal or decision, is transparent and clearly communicated.

Principles

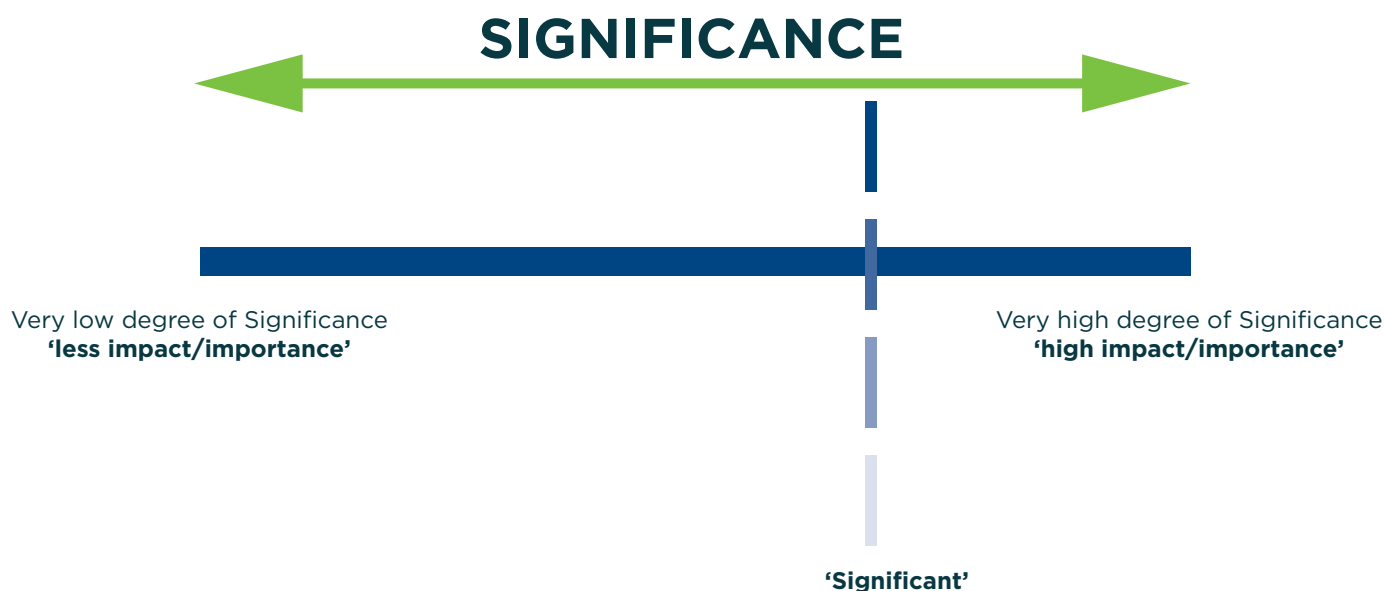
The LGA provides a range of matters we are expected to consider in making decisions and understanding the views and preferences of our community when making those decisions. The following principles guide Council in ensuring these requirements are met.

- engaging with an open mind and a willingness to listen
- providing information that is balanced, sufficient and in plain language
- being clear on the purpose of the engagement and the scope of the decision(s)
- allowing time and make resources available, to ensure participants have fair opportunity to understand the matter and contribute their views
- making the engagement process inclusive and accessible
- valuing contributions made, time given, and local knowledge
- tailoring engagements to be flexible and best meet the needs of those who are being engaged
- ensuring good information sharing of community views and preferences within Council
- coordinating engagement across Council departments to minimise duplication and consultation fatigue
- ensuring people can access and understand the rationale for the final decisions made.



Determining Significance

The terms significance and significant are defined in the LGA (section 5). Significance refers to the degree of importance of the issue. This indicates that it is not a yes/no proposition, but that the consideration of significance can be assessed on a continuum. Under the definition, something is 'significant' if it has a high degree of significance.



Council will consider the following criteria when determining the degree (very low to very high) of significance of an issue, proposal or decision:

- the current and future impact on the community:
 - the number of people affected by, or with an interest in the matter
 - the degree to which they may be impacted by the decision
 - the level of community interest already apparent for the issue, proposal or decision
 - the potential to generate community interest
 - known divided community views on the matter
- whether the matter is subject to specific statutory requirements, including consultation
- Council's ability to deliver on the current Long Term Plan
- the financial consequences, including ongoing and consequential costs (including depreciation) to the community
- The impact on Council's direction
- the consistency of the proposed decision with existing policy and strategy
- unbudgeted capital expenditure of > 10% of total rates in year commenced
- unbudgeted operational expenditure of > 1% of total rates in year commenced.

Engaging on matters with a high degree of significance

The significance of the issue, proposal or decision influences how much time, money and effort the Council will invest in exploring and evaluating options and engaging with the community before making a decision.

For matters determined to have a high degree of significance, Council will, at a minimum, consult with the community in accordance with the requirements of section 82 of the LGA, except for matters with a prescribed statutory consultation process. In those cases, Council will, at a minimum, consult in accordance with the relevant statutory requirements.



See **Attachment 3** for the tools and methods you can expect to see when Council engages on a significant matter.

Consideration of the significance criteria and the specific proposal or decision may indicate that a higher level of engagement than consultation in accordance with section 82, or the relevant legislative prescribed process, is appropriate.

For matters with a high degree of significance, an engagement plan will be prepared that will:

- detail the appropriate form and extent of engagement
- state the purpose of engagement and how any feedback can influence the final decision
- factor in the unique needs of each affected community
- consider the extent that Kaipara District Council is already aware of the views of potentially interested and affected people
- involve elected members throughout the engagement process.

Where a decision has district-wide implications, Council will endeavour to ensure that the locations selected for direct engagement with communities are spread across the district and are readily accessible to local residents and ratepayers.

Sometimes the nature and circumstances of a decision to be made on a matter with a high degree of significance may not provide an opportunity for engagement. This is generally in circumstances where an immediate or quick response is required and it is not reasonably practicable to engage, including if a delay in decision-making could result in:

- risk to people's health and safety
- unreasonable or significant damage to property
- the loss of a substantial opportunity to achieve Council's strategic objectives.

Other situations include circumstances where emergency works are required, or the matter relates to the operation and maintenance of a council asset and responsible management requires the works to take place immediately.

In these instances, the significance assessment will detail the reasons why the decision is required without consulting in accordance with section 82 of the LGA.

Engaging on other matters

If a matter has been determined to have a lower degree of significance, Council must still decide what level of engagement with the community is appropriate. This decision will be informed by:

- what, if any, aspect of the decision can change as a result of engagement due to the legislative, technical and operational aspects of the matter
- the decision-making requirements of the LGA
- the level of Council's existing understanding of the views and preferences of the interested or affected persons
- the need for confidentiality or commercial sensitivity
- whether the matter relates to a policy, strategy or plan that Council has already consulted on
- the characteristics of the interested or affected persons (e.g. geographically, or by interest, age or activity)
- urgent matters, where an immediate or quick response is required
- the length of time the matter relates to (e.g. is it a one-off decision or a ten year strategy).

While the above criteria will assist in determining the level of engagement and who to engage with, these details are also informed by the specific situation. Just because a matter has a higher level of significance compared to another matter, it does not mean that a higher level of engagement is necessarily appropriate and vice versa.

The following theoretical scenarios provide some examples of this.

Scenario 1: Very low significance/high level of targeted engagement

Council's Long Term Plan includes a small budgeted amount for playground upgrades. The decision to proceed with the upgrade to a specific playground is of lower significance. However, what the playground should look and feel like is of great importance to the local community. The best outcome for Council and the community is achieved through collaboration with the community to decide how the playground should be upgraded.

Scenario 2: Low to moderate significance/very low level of engagement

Council's streetlamps are being replaced with more energy efficient LED lights. The money for this has been allocated within existing operational budgets with savings expected to be achieved within three years of installation. Because of the nature of the works, there will be some disruption to traffic flows. The decision is largely operational with a lower level of significance; however the works will impact on a large proportion of the community. Therefore, a lower level of engagement, informing the community about the matters Council considered when making the decision and how the installation will be managed is appropriate.

For matters of lower significance that have a low impact on the general public as well as Council's diverse communities, Council will generally either engage at the 'inform' or 'consult' level.



See **Attachment 3** for 'inform' and 'consult' methods and tools.

Where an issue may be of greater interest to stakeholders or may impact on a distinct group of affected or particularly interested people, Council will consider engaging at the involve or collaborate level of engagement, depending on to which extent the matter has limited legal, technical, operational or financial constraints.



See **Attachment 4** for a flowchart on how to determine which type or level of engagement is appropriate.

Strategic Assets

This section provides a list of assets or group of assets that Council needs to retain if it is to maintain its capacity to achieve or promote any outcome that it determines to be important to the current or future well-being of the community.

The LGA requires that any decision to transfer the ownership or control of a strategic asset to or from the local authority must be explicitly provided for in a Long Term Plan, after community consultation using the special consultative procedure.

The following list provides the assets, or groups of assets that Council considers meet the above criteria:

- **The transportation networks**
- **Water supply schemes**
- **Wastewater schemes**
- **The open spaces (including reserves and cemeteries) network**
- **Stormwater schemes**
- **The stop bank network**

Council takes a group or whole-of-asset approach to the above assets. This means the group assets as a whole are considered the strategic asset, and not each individual asset within the group. For example:

The transportation network as a whole is the strategic asset, however the smaller parcels of land that make it up individually are not, and the purchase or sale of one or a few small parcels does not impact on Council's ability to maintain its capacity to achieve or promote an associated outcome.

The requirement to provide a transfer of a strategic asset through a Long Term Plan proposal would therefore only be required if the proposal relate to the whole asset.





Attachment 1

Statutory consultations*

Type	What	Act	Type of consultation required**
Bylaw	Health Act Bylaw	Health Act 1956	SCP or S82
Bylaw	Land Transport Act Bylaws	Land Transport Act 1998	SCP or S82
Bylaw	Local Government Act Bylaws	Local Government Act 2002	SCP or S82
Bylaw	Prostitution Reform Act Signage Bylaw	Prostitution Reform Act 2003	SCP or S82
Bylaw	Reserves Act Bylaws	Reserves Act 1977	SCP or S82
Bylaw	Waste Minimisation Act Bylaw	Waste Minimisation Act 2008	SCP or S82
Bylaw	Burial and Cremation Act Bylaw	Burial and Cremation Act 1964	SCP or S82
Bylaw	Dog Management Bylaw	Dog Control Act 1996	SCP or S82
Bylaw	Dog Management Policy	Dog Control Act 1996	SCP
Policy	Easter Trading Policy	Shop Trading Hours Act 1990	SCP
Bylaw	Freedom Camping Bylaw	Freedom Camping Act 2011	SCP
Plan	LTP	Local Government Act 2002	SCP
Plan	Waste Management and Minimisation Plan	Waste Minimisation Act 2008	SCP
Policy	Dangerous and Insanitary Buildings Policy	Building Act 2004	SCP
Policy	Class 4 Gambling Venue Policy	Gambling Act 2003	SCP
Policy	Local Approved Products Policy	Psychoactive Substances Act 2013	SCP
Policy	Board Venue Policy	Racing Act 2003	SCP
Policy	Local Alcohol Policy	Sale and Supply of Alcohol Act 2012	SCP
Finance policy	Policy for early payment of rates in current financial year	Local Government (Rating) Act 2002	SCP
Other	Pedestrian malls	Local Government Act 1974	SCP
Bylaw	Litter Act Bylaw	Litter Act 1979	Other
Bylaw	Sale and Supply of Alcohol Act Fees Bylaw	Sale and Supply of Alcohol Act 2012	Other
Other	Stopping a road	Local Government Act 1974	Other
Other	Temporary road closure	Local Government Act 1974	Other
Other	Declare a private drain to be public	Local Government Act 1974	Other
Other	Erection of transport shelters	Local Government Act 1974	Other
Other	Leasing powers of council with respect to ferries	Local Government Act 1974	Other
Other	Conditions of fixing levels of roads	Local Government Act 1974	Other
Plan	Civil defence emergency management group plans	Civil Defence Emergency Management Act 2002	Other
Plan	Reserve Management Plans	Reserves Act 1977	Other
RMA	District Plan	RMA	Other
RMA	Plan changes	RMA	Other
RMA	Notified Resource Consent application	RMA	Other

**This table is indicative only; it does not provide a definitive list of every statutory consultation requirement of Council and is current as at the adoption date of this Policy.*

***In certain circumstances, Council can resolve to make minor amendments to some of the documents listed here without consultation.*



Attachment 1

Statutory consultations* (continued)

Type	What	Act	Type of consultation required**
Other	Alter significantly the intended level of service provision for any significant activity including the decision to commence or cease the activity	Local Government Act 2002	SCP (LTP)
Other	Transfer the ownership or control of a strategic asset to or from Council	Local Government Act 2002	SCP (LTP)
Plan	Annual Plan – subject to section 95 LGA	Local Government Act 2002	S82/S82A
Policy	Significance and Engagement Policy	Local Government Act 2002	S82/S82A
Finance policy	Revenue and Financing Policy	Local Government Act 2002	S82/S82A
Finance policy	Development Contributions Policy OR Financial Contributions Policy (or both)	Local Government Act 2002	S82/S82A
Finance policy	Rates Remissions Policy	Local Government Act 2002	S82/S82A
Finance policy	Rates Postponement Policy	Local Government Act 2002	S82/S82A
Finance policy	Policy on the remission and postponement of rates on Maori freehold land	Local Government Act 2002	S82/S82A
Other	Fees and Charges under s150 LGA	Local Government Act 2002	S82/S82A
Other	Transferring responsibilities to another Local Authority	Local Government Act 2002	S82/S82A
Other	Establishing or becoming a shareholder in a Council Controlled Organisation (includes a council controlled trading organisation)	Local Government Act 2002	S82/S82A

**This table is indicative only; it does not provide a definitive list of every statutory consultation requirement of Council and is current as at the adoption date of this Policy.*

***In certain circumstances, Council can resolve to make minor amendments to some of the documents listed here without consultation.*

Attachment 2

IAP2 Spectrum of Public Participation



IAP2 Spectrum of Public Participation

IAP2's Spectrum of Public Participation was designed to assist with the selection of the level of participation that defines the public's role in any public participation process. The Spectrum is used internationally, and it is found in public participation plans around the world.

INCREASING IMPACT ON THE DECISION				
PUBLIC PARTICIPATION GOAL	INFORM	CONSULT	INVOLVE	COLLABORATE
	EMPOWER			
To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision making in the hands of the public.
PROMISE TO THE PUBLIC	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.
	We will implement what you decide.			

Attachment 3

Methods and tools of engagement

There are many ways we engage with our communities. Most people who have been involved in engagement processes are familiar with reading about a Council consultation in the newspaper, filling in submission forms, attending public meetings and in some cases attending hearings. This is however not the only option, and depending on what the issue or proposal is, there are other ways to support effective public participation.

Over the time of a decision making process, Council may use a variety of engagement tools. The ones shown in the table below provide some examples. Some tools may be applicable across many levels of engagement. This applies especially to those tools listed in the 'inform' column. Often these tools are also used to create awareness of the engagement activities planned for the other levels of engagement.

Inform	Consult	Involve	Collaborate
Public Notices News Story Advertisements Email advisories People's Panel Information flyers Radio advertising Social media advisories KDC website Council agendas and reports	Written submissions Hearings Public meetings Social media Attendance at community group/RR meeting Information stands (field days, community markets etc) Surveys	Stakeholder workshops Seminars Exhibitions Open days Drop in days/sessions	Community/Stakeholder working groups Community advisory groups Partnership forums Citizens panels

Tools and methods for empowerment

Where Council has determined to empower the community or a specific geographical or interest group to make the final decision on a matter, generally Council's role is to support them in their engagement choices as part of the process.

Method selection

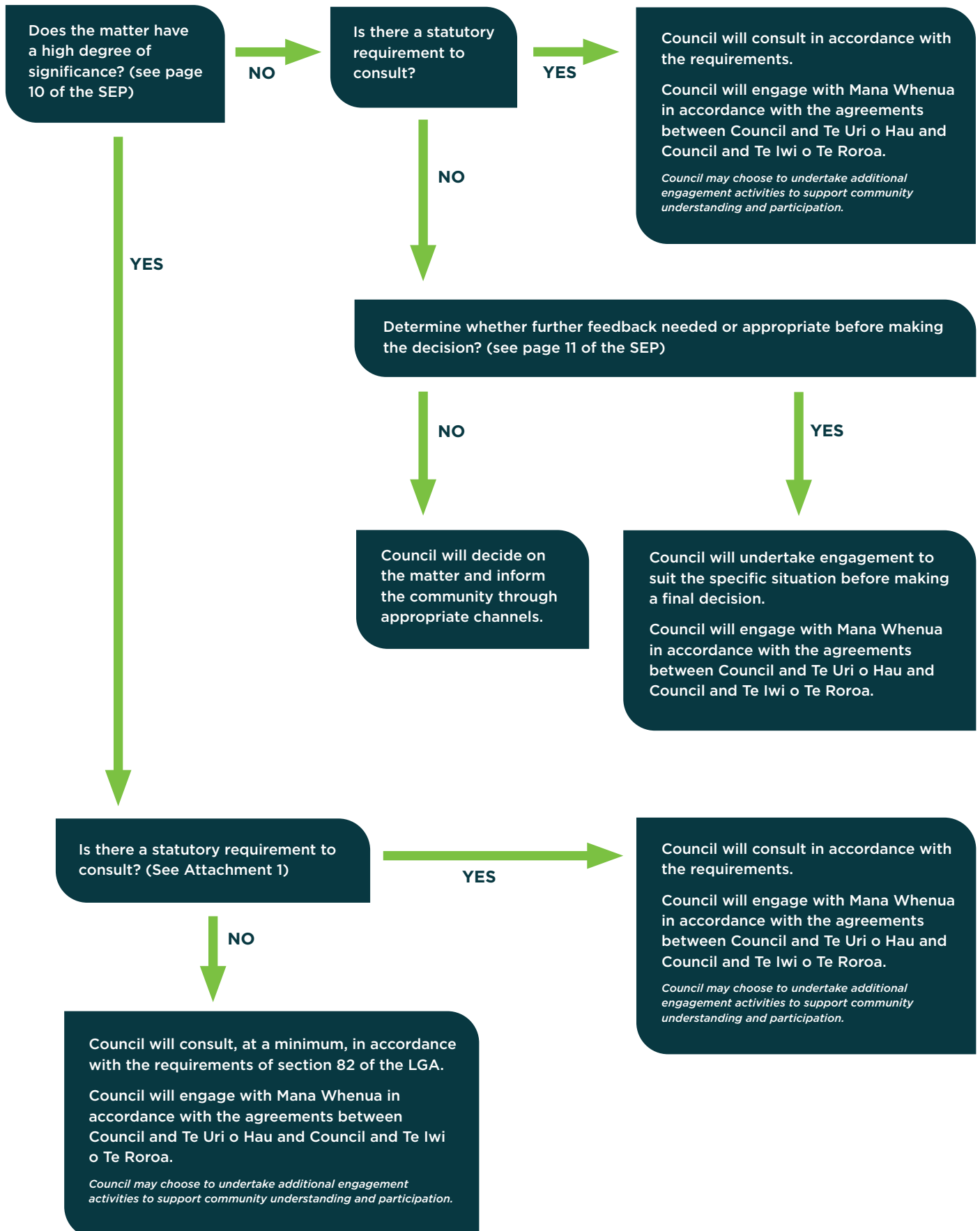
The type of methods chosen will depend on several factors. Consideration will be given to how many people Council needs to reach (is it the residents of one street or the entire District?), what period of time is needed to engage (is it the summer holidays where people are away?), and how complex the matter is (do we need to provide a lot of information first for people to understand the issue before we ask for feedback?).

Council staff use internal checklists, templates and guidelines to assist in developing engagement plans that meet the principles outlined in this SEP.



Attachment 4

Process to determine how to engage





Kaipara te Orangahau

KAIPARA
DISTRICT

Two Oceans Two Harbours

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www.kaipara.govt.nz

Temporary Road Closure Approval – Settlement Road Northern Bass Event 20/21

Meeting: Kaipara District Council
Date of meeting: 25 November 2020
Reporting officer: Wendy Campbell, Corridor Access Coordinator

Purpose/Ngā whāinga

To seek approval from the council for the application of a temporary road closure of Settlement Road for the purpose of the Northern Bass 2020/21 music festival.

Executive summary/Whakarāpopototanga

Approve the application for a temporary road closure to allow the Northern Bass 2020/21 music festival event to take place in a safe manner. The proposed closure is to be held on Tuesday 29 December 2020 at 0:00am until Friday 1 January 2021 at 23:59pm. on Settlement Road, Kaiwaka. Restricted Access will allow residents access to their properties

Recommendation/Ngā tūtohunga

That Kaipara District Council:

- a) Approves the application for the temporary road closure which includes Settlement Road, Kaiwaka as shown on the proposed Traffic Management Diagram (attachment A of this report) on Tuesday 29 December 2020 at 0:00am until Friday 1 January 2021 at 23:59pm. A condition of approval being the event organiser to do a letter drop to all businesses/residents located within the road closure.

Context/Horopaki

In terms of the Transport (Vehicular Traffic Road Closure) Regulation 1965, Council is required to advertise any road closures at least 42 days in advance of an event. The decision to close the road is to be approved by Council under the Local Government Act 1974, s319.

The Northern Bass 2020/21 music festival event will be held from Tuesday 29 December 2020 at 0:00am until Friday 1 January 2021 at 23:59pm and will be the sixth year that Fuzen Entertainment are running the festival successfully. To carry out the festival in a safe manner the applicants have applied to temporarily close Settlement Road restricting access to residents and festival goers only. This event is widely supported every year with a financial and social gain for the local community and businesses.

Discussion/Ngā kōrerorero

The proposed traffic management diagram necessitates the temporary closure of Settlement Road, Kaiwaka. as shown on the proposed Traffic Management Diagram (attachment A of this report). The proposed Traffic Management Plan requires the road to be closed for the days from Tuesday 29 December 2020 at 0:00am until Friday 1 January 2021 at 23:59pm.

The closure of this road will assist with any previous nuisance experienced by the local residents located within the closure and in the past council has received complaints regarding security issues and noise control. Fuzen Entertainment has worked proactively with council staff to improve their communication with the residents and increased the security of this event. This year Fuzen Entertainment are implementing no stop zones along the roads around the event to ensure there

are no security issues and will prevent event goers from wandering through residents properties. No objections have been received during the notification period.

Options

Option A: Approve the application for the temporary road closure

By choosing option A, the council can allow for a safer event for the community, event participants and road users.

Option B: Decline the application for the temporary road closure.

Declining this application would be a step in the opposite direction for creating opportunity to promote tourism in the Kaipara and be seen as a loss in financial, cultural and social opportunity for the local businesses and community. As the local authority, Council has an obligation to provide a safe environment for the event for all involved. If the application is declined, this event will still continue but have a negative effect on the local businesses and residents located within this closure caused by members of the public wandering around the roads that surround the festival area.

The recommended option is Option A.

Policy and planning implications

Local Government Act 1974, s319 – General powers of Council in respect of roads.

Section 319(1)(h) includes “to stop or close any road or part thereof in the manner and upon the conditions set out in s342 and Schedule 10”

Financial implications

The applicant will bear all costs of temporarily closing the road.

Risks and mitigations

There are no major risks associated with the decisions or matters outlined in this report.

Significance and engagement/Hirahira me ngā whakapāpā

The public have been informed of the application

Next steps/E whaiake nei

Advise the applicant of the council’s decision. If approved, give public notice and advise stakeholders of the decision to close part of the road under Clause 11a of Schedule 10 of the Local Government Act 1974. Applicant to undertake letter drop to all residence/businesses located within the closure.





Attachments/Ngā tapiritanga

	Title
A	Traffic Management Plan

Wendy Campbell, 05 November 2020

TRAFFIC MANAGEMENT PLAN (TMP) – FULL FORM

Use this form for complex activities. Refer to the NZ Transport Agency's Traffic control devices manual, part 8 Code of practice for temporary traffic management (CoPTTM), section E, appendix A for a guide on how to complete each field.

Organisations /TMP reference	TMP reference:	Contractor (Working space):	Principal (Client):		
	NB.ST.01				
		Contractor (TTM):	RCA:		
					
Location details and road characteristics	Road names and suburb		House no./RPs (from and to)	Road level	Permanent speed
	State Highway 1, Kaiwaka		01N-0319-B/8.753 - 01N-0319-B/9.106	1	80/100
	Settlement Rd, Valley Rd		Full Length	1	70/80
	Kaiwaka-Mangawhai Rd		RP: 3.177 – 7.306	1	80
	Valley Rd		RP: 0.00 – 0.322	1	80
Traffic details (main route)	AADT		PEAK FLOWS (weekdays and non-public holidays)		
	706 – Settlement Rd		Level 1: 0600 – 0800 hrs and 1700 – 1900 hrs Level 2: 0600 – 0900 hrs and 1600 – 1900 hrs		

DESCRIPTION OF WORK ACTIVITY

Northern Bass – 3-day New Year's Festival. #420 Settlement Rd, Kaiwaka

Event Days:

29.Dec.20 – Gates open 11:00 (music starts 12:00 – 01:00)

30.Dec.20, 31.Dec.20 (active)

1.Jan.21 – Crowded leaving event, majority out by 12:00.

PLANNED WORK PROGRAMME

Start date	28.Dec.20	Time (hrs)	24hrs	End date	1.Jan.21	Time (hrs)	24hrs
Consider significant stages, for example:	TTM Closure Type: Road Closure, Detours, TSL, Stop/Go, Caution (Event)						
	28th Dec: Install the 'Active TMP' Speeds, Detour TMP. Remains out until 6pm 1st Jan, with Changes during the below times adding in Stop/Go's / additional controls where needed.						
	29th / 30th / 31st Dec: Active TMP – using stop/goes where needed.						
	1st Jan: Exit TMP: 07:00 to 12:00 (or until crowd has left).						
	Installation to occur via mobile operation commencing at the time outlined above. STMS to ensure traffic volumes are appropriate prior to installation commencing, even if within the times outlined above.						

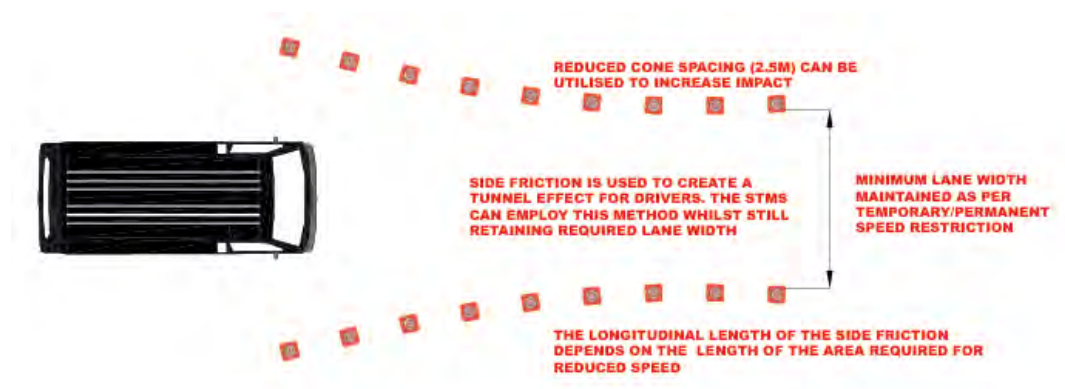
Alternative dates if activity delayed	Should the work continue beyond the planned dates, an extension of the CAR will be requested and new dates to be advised to RCA if required				
ROAD ASPECTS AFFECTED					
Pedestrians affected?	No	Property access affected?	No	Traffic lanes affected?	Yes
Cyclists affected?	No	Restricted parking affected?	No	Delays or queuing likely?	Yes
PROPOSED TRAFFIC MANAGEMENT METHODS					
Installation <i>(includes parking of plant and materials storage)</i>	<p>Installation will be via a mobile operation with the following methodology:</p> <ol style="list-style-type: none"> 1. A site drive through will be conducted first to confirm layout, conditions and environment are all appropriate for works to proceed. 2. Advanced warning signage will be installed first (on the left), followed by progressive signage installation in a 'loop' fashion around the site area 3. Vehicle positioning will be as far to the left as practical and the installation vehicle will be stationary at the installation of each sign, with activity occurring only on the non-traffic side of the vehicle. 4. Once ALL signage for the site is installed delineation installation may commence 5. The worksite delineation will be installed next, where possible by the working vehicle parking inside the work area and cones installed from within that closed area. 6. Once all delineation is installed and worksite area is available – a final full site check will be conducted (to be recorded on the on-site record) before worksite activity will commence in the working space 				
Attended (day)	<p>Refer to the attached TMDs for attended site layout.</p> <p>All site checks and or changes to be recorded on the "on site record"</p> <p>STMS to be onsite at all times as required</p>				
Attended (night)	<p>Refer to the attached TMDs for attended site layout.</p> <p>All site checks and or changes to be recorded on the "on site record"</p> <p>STMS to be onsite at all times as required</p>				
Unattended (day)	<p>Closure may remain in place 24/7</p> <p>Unattended TMP will be site checked as required as per CoPTTM</p>				
Unattended (night)	<p>Closure may remain in place 24/7</p> <p>Unattended TMP will be site checked as required as per CoPTTM</p>				
Detour route	Yes – see attached suggested detour route				

	<p>Does detour route go into another RCA's roading network? Yes</p> <p>If Yes, has confirmation of acceptance been requested from that RCA? Yes</p> <p>Note: Confirmation of acceptance from affected RCA must be submitted prior to occupying the site.</p>			
Removal	<p>Removal will be via a mobile operation with the following methodology:</p> <ol style="list-style-type: none"> 1. All work activity to be cleared prior to TTM removal commencing 2. Workspace delineation to be removed first (by either removing to the kerb for later collection or directly onto a stationary working vehicle) 3. Once all delineation is removed – sign removal may commence in a clockwise 'loop' fashion (leaving advanced warning signage in place till last) <p>Advanced warning signage can be removed as the final act, with a full site check being conducted prior to site departure.</p>			
PROPOSED TSLs				
	TSL details as required Approval of Temporary Speed Limits (TSL) are in terms of Section 6 of Land Transport Rule: Setting of Speed Limits 2017, Rule 54001/2017 <i>(List speed, length and location)</i>	Times <i>(From and to)</i>	Dates <i>(Start and finish)</i>	Diagram ref. no.s <i>(Layout drawings or traffic management diagrams)</i>
Attended day/night	<p>A temporary maximum speed limit of 30km/h is hereby fixed for motor vehicles travelling over the length of 800m situated between 229 (House no.) and 533 (House no) on Settlement Rd, Kaiwaka</p> <p>A temporary maximum speed limit of 30km/h is hereby fixed for motor vehicles travelling over the length of 6 km situated between 191 Settlement Rd (House no.) and Kaiwaka-Mangawhai Rd</p>	10:00 (28.Dec) To 18:00 (1.Jan)	28.Dec.20 To 1.Jan.21	TMD 2 TMD 3
Unattended day/night	<p>A temporary maximum speed limit of 30km/h is hereby fixed for motor vehicles travelling over the length of 800m situated between 229 (House no.) and 533 (House no) on Settlement Rd, Kaiwaka</p> <p>A temporary maximum speed limit of 30km/h is hereby fixed for motor vehicles travelling over the length of 6 km situated between 191 Settlement Rd (House no.) and Kaiwaka-Mangawhai Rd</p>	10:00 (28.Dec) To 18:00 (1.Jan)	28.Dec.20 To 1.Jan.21	TMD 2 TMD 3
TSL duration	<p>Will the TSL be required for longer than 12 months?</p> <p>If yes, attach the completed checklist from section I-18: Guidance on TMP Monitoring Processes for TSLs to this TMP.</p>			No
POSITIVE TRAFFIC MANAGEMENT MEASURES				

Positive traffic management measures will be installed by the STMS in order to control vehicle speeds, increase public awareness and reduce disruption by providing 'clear and positive guidance'.

Additional Delineation

Additional cones may be placed on centerlines, edgelines or shoulders to increase impact of the activity and reduce vehicle speed. Including side friction below



Further Methods

- Staff will be positioned at strategic locations where they are visible to the driving public and pedestrians, and responsive to the changing hazards of the site.
- If there are nearby controlled intersections, ATOC may be engaged to modify traffic light phasing to suit the operation in place and minimise disruption and maximise safe driving behaviour.
- If queuing or unforeseen disruption occurs, additional advanced signage may be used a further sign spacing (or more) outside the required advanced warning signage to promote awareness further from the site boundary.

Police assistance may be sought if excess speed is a significant issue and presents a real and immediate danger to the activity or the public. Work may be suspended if driver behaviour at any time presents excess risk.

CONTINGENCY PLANS

Generic contingencies for:	Major Incident	Actions
<ul style="list-style-type: none"> • major incidents • incidents • pre planed detours. <p><i>Remove any options which do not apply to your job</i></p>	<p>A major incident is described as:</p> <ul style="list-style-type: none"> • Fatality or notifiable injury - real or potential • Significant property damage, or • Emergency services (police, fire, etc) require access or control of the site. 	<p>The STMS must immediately conduct the following:</p> <ul style="list-style-type: none"> • stop all activity and traffic movement • secure the site to prevent (further) injury or damage • contact the appropriate emergency authorities • render first aid if competent and able to do so • notify the RCA representative and / or the engineer • under the guidance of the officer in charge of the site, reduce effects of TTM on the road or remove the activity if safe to do so • re-establish TTM and traffic movements when advised by emergency authorities that it is safe to do so • Comply with any obligation to notify WorkSafe.

	<p>Incident</p> <p>An incident is described as:</p> <ul style="list-style-type: none"> excessive delays - real or potential minor or non-inquiry accident that has the potential to affect traffic flow structural failure of the road. 	<p>Actions</p> <p>The STMS must immediately conduct the following:</p> <ul style="list-style-type: none"> stop all activity and traffic movement if required secure the site to prevent the prospect of injury or further damage notify the RCA representative and / or the engineer STMS to implement a plan to safely remove TTM and to establish normal traffic flow if safe to do so re-establish TTM and traffic movements when it is safe to do so and when traffic volumes have reduced.
	<p>Detour</p> <p>If because of the on-site activity it will not be possible to remove or reduce the effects of TTM once it is established a detour route must be designed. This is likely for:</p> <ul style="list-style-type: none"> excessive delays when using an alternating flow design for TTM redirecting one direction of flow and / or total road closure and redirection of traffic until such time that traffic volumes reduce and tailbacks have been cleared. <p>The risks in the type of work being undertaken, the risks inherent in the detour, the probable duration of closure and availability and suitability of detour routes need to be considered.</p> <p>The detour and route must be designed including:</p> <ul style="list-style-type: none"> pre- approval form the RCA's whose roads will be used or affected by the detour route ensure that TTM equipment for the detour - signs etc are on site and pre-installed. 	<p>Actions</p> <p>When it is necessary to implement the pre-planned detour the STMS must immediately undertake the following:</p> <ul style="list-style-type: none"> Notify the RCA and / or the engineer when the detour is to be established Drive through the detour in both directions to check that it is stable and safe Remove the detour as soon as it practicable and safe to do so and the traffic volumes have reduced and tailbacks have cleared Notify the RCA and / or the engineer when the detour has been disestablished and normal traffic flows have resumed.
	<p>Note also the requirements for no interference at an accident scene:</p> <p>In the event of an accident involving serious harm the STMS must ensure that nothing, including TTM equipment, is removed or disturbed and any wreckage article or thing must not be disturbed or interfered with, except to:</p> <ul style="list-style-type: none"> save a life of, prevent harm to or relieve the suffering of any person, or make the site safe or to minimise the risk of a further accident; or maintain the access of the general public to an essential service or utility, or prevent serious damage to or serious loss of property, or follow the direction of a constable acting in his or her duties or act with the permission of an inspector. 	

Other contingencies to be identified by the applicant
(i.e. steel plates to quickly cover excavations)

Weather

Sustained bad weather resulting in reduced visibility (less than clear sight distance) will result firstly in bolstering of delineation if possible to provide better worksite visibility.

Whilst this occurs every effort will be made to remove the closure however if it is hazardous to open to road (i.e. immobile work vehicles/excavation etc. still remain) work may cease and as much cleared from the worksite as possible to reduce risk. TC/STMS staff equipped with glow wands may also be employed from safe positions to caution approaching drivers if visibility is a concern.

If bad weather that reduces visibility or creates a hazardous environment is present at the time the closure is due to be installed, the closure may be delayed or canceled if the weather does not improve.

Excess traffic delays (more than 5 minutes)

Delays are unlikely however in the event of congestion; effort will be made to open additional lane space in the direction of most delay by minimising the work area and attempting to open further drivable area to the public.

Work running late

Hold points, milestones and 'last safe moments' will be utilised throughout the operation to ensure closure removal times are not breached. In the event of breakdown or unforeseen circumstance, the contingency of 'excess traffic delays' above will apply along with informing the RCA immediately. The priority will be given to the opening of lane width as soon as safe to do so, followed by vehicle recovery, followed by TTM equipment removal.

Notification to be done to Auckland Transport (09 355 3553) and ATOC.

Emergency Vehicle Access / Movements or On Site Emergency

Emergency vehicles will be given the right of way at all times and will be assisted through emergency stop/go activity or the use of the onsite TTM vehicle if appropriate and required. Emergencies onsite or nearby will first be made safe, then if appropriate moved from any live lanes, then attended to in detail with an emergency modified TTM setup by the STMS if required.

AUTHORISATIONS

Parking restriction(s) alteration authority	Will controlled street parking be affected?	No	Has approval been granted?	N/A
	No parking signage to be installed prior to commencement of works if necessary, no vehicles will be towed.			
Authorisation to work at permanent traffic signal sites	Will portable traffic signals be used or permanent traffic signals be changed?	No	Has approval been granted?	N/A
Road closure authorisation(s)	Will full carriageway closure continue for more than 5 minutes (or other RCA stipulated time)?	Yes	Has approval been granted?	Pending
	Email sent to RoadNotice@at.govt.nz			
Bus stop relocation(s) – closure(s)	Will bus stop(s) be obstructed by the activity?	No	Has approval been granted?	No
Authorisation to use portable traffic signals	Make, model and description/number	N/A		
	NZTA compliant?	N/A		

EED

Is an EED applicable?	No	EED attached?	N/A
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DELAY CALCULATIONS/TRIAL PLAN TO DETERMINE POTENTIAL EXTENT OF DELAYS

Not conducted for this TMP

PUBLIC NOTIFICATION PLAN

Contractor should notify the affected businesses/residents in the area through a letter drop explaining the work activity and working hours including site contact.

Public notification plan attached?

No

ON-SITE MONITORING PLAN

Attended (day and/or night)

STMS will always be contactable via 0800 424 387

First full site inspection to occur immediately following site establishment and be recorded on the onsite record. Subsequent site inspections to occur every 2 hours thereafter (or more frequently if degradation is a concern).

Level 1 and Level LV Roads

The STMS, or a TC, to whom the STMS has delegated worksite control, must be on-site at all times on an attended worksite.

During the period of delegation to a TC or for unattended worksites the STMS must be within the following requirements:

Road Level	Attended worksite delegated to a TC
Level 1	30 minutes travel time of each worksite
Level LV	60 minutes travel time of each worksite

To ensure CoPTTM requirements are met, any attended worksite that has been delegated to a TC must be inspected by the STMS:

- for worksites in place for a full day or longer the worksite must be inspected, at least on a daily basis
- where a TC is in charge of static or mobile activities that move from worksite to worksite within a day the STMS must inspect one of the worksites on a daily basis.

These worksite inspections must be documented by the STMS

Level 2/3 Roads

The STMS must be present at an attended worksite at all times except during a drive through when the STMS may need to leave the worksite. In this case the STMS may be away from the worksite for up to 30 minutes.

Unattended (day and/or night)

STMS will always be contactable via 0800 424 387

The site must remain in an acceptable standard at all times. The STMS must identify the appropriate unattended site check frequency based on the following factors:

- Weather (High winds, rain or similar)
- Traffic Flows volumes and movements
- Pedestrian volumes and movements
- Amount of unattended equipment and its proximity to live traffic and pedestrians
- Type of Traffic Management Operation and its impact on the carriageway

As a minimum, unattended shoulder closures will have a recorded site inspection no less frequently than once every 24 hours. The presence of multiple factors of the above list will require this frequency to be increased.

Consecutive working days will not require an overnight site check in-between, however, before leaving site, the STMS will ensure; that all open trenches/excavations are fenced, plated or backfilled, and that plant, equipment or materials are located at least 5m from the live lane (or preferably removed) wherever possible.

Before leaving the site the STMS must:

- Reduce the size of the worksite as much as possible
- Sweep any loose material
- Check that all signs are ballasted and positioned correctly
- Check that all cones are clean and positioned correctly

Upon leaving site the STMS is to make the final judgement on the frequency of unattended checks required if there is longer than a 24hour unattended period.

METHOD FOR RECORDING DAILY SITE TTM ACTIVITY

The company managing on site TTM will be responsible for:

- Complete hazard identification before setting up the site
- STMS to undertake full site inspections every 2 hours (or more frequently if degradation is a concern) and record on the onsite record
- Daily Closure sheet compiled by the STMS onsite and held as a record by Chevron Traffic Services

SITE SAFETY MEASURES

- If queuing or unforeseen interruption occurs, additional advanced warning signs may be installed to provide awareness to public of the upcoming disruption outside of the normal site boundary.
- Manual Traffic Controllers to be in RT contact at all times.
- All permanent signage that no longer applies during the work phase must be covered to avoid confusion.
- Advance Warning and Protection should be implemented when required.
- Mobile vehicles will be fitted with Amber Flashing Beacons
- Site should always be implemented in accordance with the 'Approved TMP'.
- All TTM signage and equipment used on site should be compliant with CoPTTM 4th Ed Section B.
- All TTM signage must be removed upon completion of site.
- A first aid responder is to be nominated for any medical emergency that may arise onsite.

Temporary safety barrier system	Will a temporary safety barrier system be used at this worksite?	No	If yes, has the temporary safety barrier system been designed by an installation designer and independently reviewed as being fit for purpose?	N/A
	Statement from temporary safety barrier installation designer attached?			N/A



OTHER INFORMATION

- Copy of approved TMP must always be available on-site when the worksite is attended, and be available for inspection by the RCA, Engineer, New Zealand Police or WorkSafe NZ registered inspector.
- Pedestrian ramps must be used where applicable and be no steeper than one vertical in eight horizontal

SITE SPECIFIC LAYOUT DIAGRAMS



Number	Title
TMD 1	Overview / Rd Closure
TMD 2	Active TMP Overview (2.1 – 2.11 = detailed TMDs)
TMD 3	Exit TMP Overview (3.1 – 3.11 = detailed TMDs)
TMD 4	No Parking
TMD 5	Speed Bumps
	Mobiles

CONTACT DETAILS

	Name			24/7 contact number	CoPTTM ID	Qualification	Expiry date
Principal				N/A	N/A	N/A	N/A
TMC	AUCKLAND TRANSPORT			09 355 3553	N/A	N/A	N/A
Engineers' representative	N/A				N/A	N/A	N/A
Contractor	FUZEN ENTERTAINMENT Etienne Marais et@fuzen.co.nz			021 222 3666	N/A	N/A	N/A
STMS		Adam Barclay	Operations Manager	0800 424 387	53299	L2/3 P	06/07/20
		Ryan Toki	Planning Manager	0800 424 387	68541	L2/3 NP	21/08/22
		Ben Whipp	Shift Manager	0800 424 387	42397	L2/3 P	21/02/22
TC	Actual onsite contact of the STMS & TC will be provided to the RCA on request when required						

Others as required	TTM Provider: CHEVRON TRAFFIC SERVICES	0800 424 387			
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TMP PREPARATION

	Name (STMS qualified)	Date	Signature	ID no.	Qualification	Expiry date
	Brent Clarke	8.Sep.20		120490	L2/3 NP	01/03/22

This TMP meets CoPTTM requirements	Number of diagrams attached	27
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TMP returned for correction (if required)	Name	Date	Signature	ID no.	Qualification	Expiry date

Engineer/TMC to complete following section when approval or acceptance required

Temporary safety barrier system	The attached temporary road safety barrier design has been independently reviewed as being fit for purpose	Yes No Not required
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TMP Approved	Name	Date	Signature	ID no.	Qualification	Expiry date

Acceptance by TMC (only required if TMP approved by engineer)	Name	Date	Signature	ID no.	Qualification	Expiry date

Qualifier for engineer or TMC approval

Approval of this TMP authorises the use of any regulatory signs included in the TMP or attached traffic management diagrams.

This TMP is approved on the following basis:

1. To the best of the approving engineer's/TMC's judgment this TMP conforms to the requirements of CoPTTM.
2. This plan is approved on the basis that the activity, the location and the road environment have been correctly represented by the applicant. Any inaccuracy in the portrayal of this information is the responsibility of the applicant.
3. The TMP provides so far as is reasonably practicable, a safe and fit for purpose TTM system.
4. The STMS for the activity is reminded that it is the STMS's duty to postpone, cancel or modify operations due to the adverse traffic, weather or other conditions that affect the safety of this site.

Notification to TMC prior to occupying worksite/Notification completed

Type of notification to TMC required		Notification completed	Date	<input type="text"/>
			Time	<input type="text"/>

ON-SITE RECORD			Today's date
On-site record must be retained with TMP for 12 months.			
Location details	Road names(s):	House number/RPs:	Suburb:

WORKING SPACE	
Person responsible for working space	
Name	Signature
Where the STMS/TC is responsible for both the working space and TTM they sign above and in the appropriate TTM box below	

TTM					
STMS in charge of TTM					
Name	TTM ID Number	Warrant expiry date	Signature	Time	
Worksite handover accepted by replacement STMS					
Name	ID Number	Warrant expiry date	Signature	Time	
Tick to confirm handover briefing completed					

DELEGATION					
Worksite control accepted by TC/STMS-NP					
Name	ID Number	Warrant expiry date	Signature	Time	
Tick to confirm briefing completed					

TEMPORARY SPEED LIMIT						
Street/road name (RPs or street numbers):		TSL action	Date:	Time:	TSL speed:	Length of TSL (m):
From: To:		TSL installed				
		TSL remains in place				
		TSL removed				
Street/road name (RPs or street numbers):		TSL action	Date:	Time:	TSL speed:	Length of TSL (m):
From: To:		TSL installed				
		TSL remains in place				
		TSL removed				
Street/road name (RPs or street numbers):		TSL action	Date:	Time:	TSL speed:	Length of TSL (m):
From: To:		TSL installed				
		TSL remains in place				
		TSL removed				
Street/road name (RPs or street numbers):		TSL action	Date:	Time:	TSL speed:	Length of TSL (m):
From: To:		TSL installed				
		TSL remains in place				
		TSL removed				

WORKSITE MONITORING

TTM to be monitored and 2 hourly inspections documented below.

Items to be inspected	TTM set-up	2 hourly check	2 hourly check	2 hourly check	2 hourly check	2 hourly check	TTM removal
High-visibility garment worn by all?							
Signs positioned as per TMP?							
Conflicting signs covered?							
Correct delineation as per TMP?							
Lane widths appropriate?							
Appropriate positive TTM used?							
Footpath standards met?							
Cycle lane standards met?							
Traffic flows OK?							
Adequate property access?							
Barrier deflection area is clear?							
<i>Add others as required</i>							
Time inspection completed:							
Signature:							
Comments:							
Time	Adjustment made and reason for change						



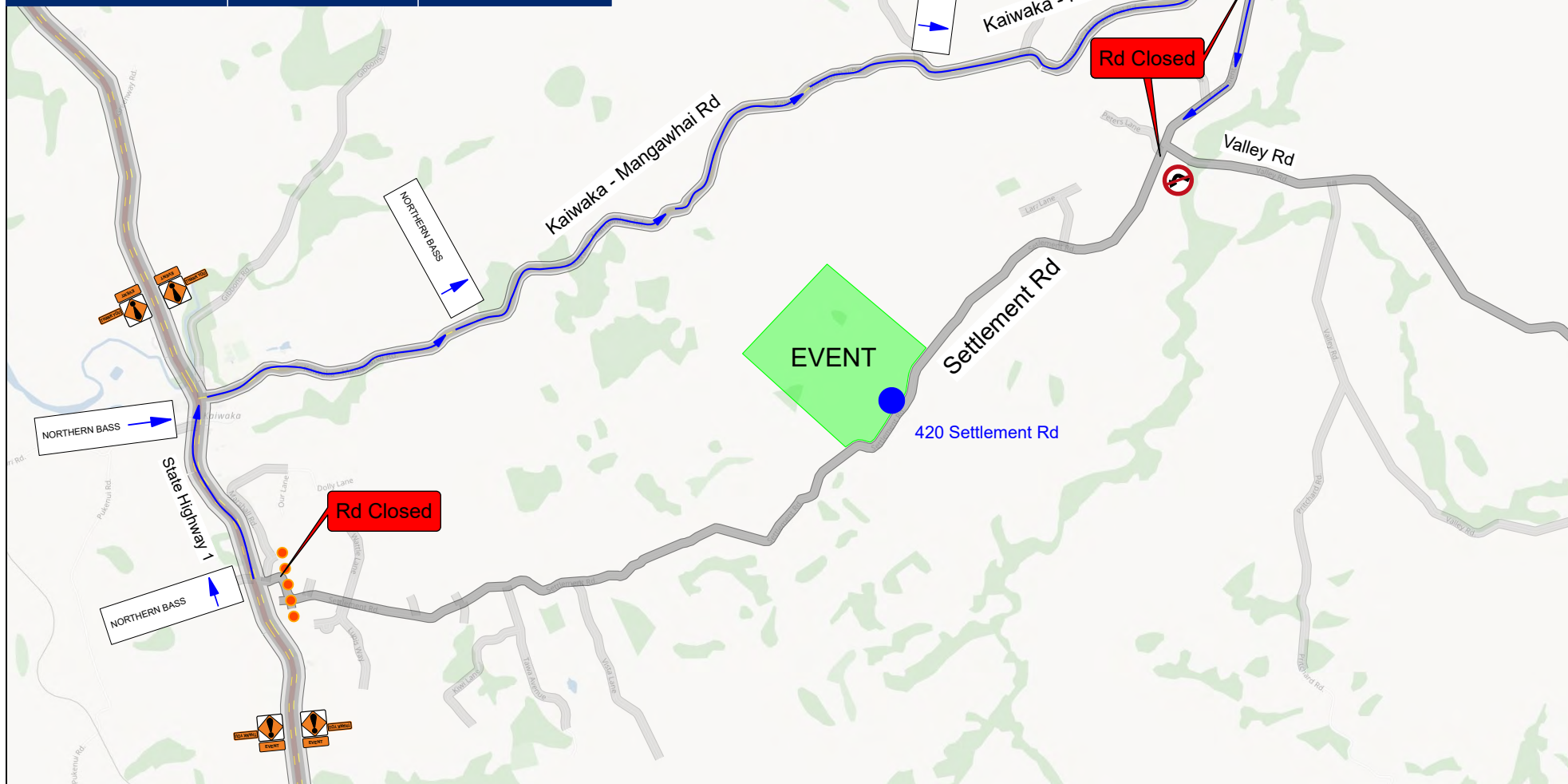
This Traffic Management Plan is not to scale and is intended for use as a guide only. Sign positions are indicative only and may need to be adjusted based on traffic conditions during works. Work site to be fully compliant with NZ COPTTM.

Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22



www.invarion.com

WORKS: NORTHERN BASS event		ROAD NAME: Settlement Rd
TITLE: Overview		SUBURB: Kaiwaka
CLIENT: FUZEN ENTERTAINMENT		
DATE DRAWN: 08/09/2020	TMP REF: NB.ST.01	TMD # 1





This Traffic Management Plan is not to scale and is intended for use as a guide only. Sign positions are indicative only and may need to be adjusted based on traffic conditions during works. Work site to be fully compliant with NZ COPTTM.

Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22

Work Zone

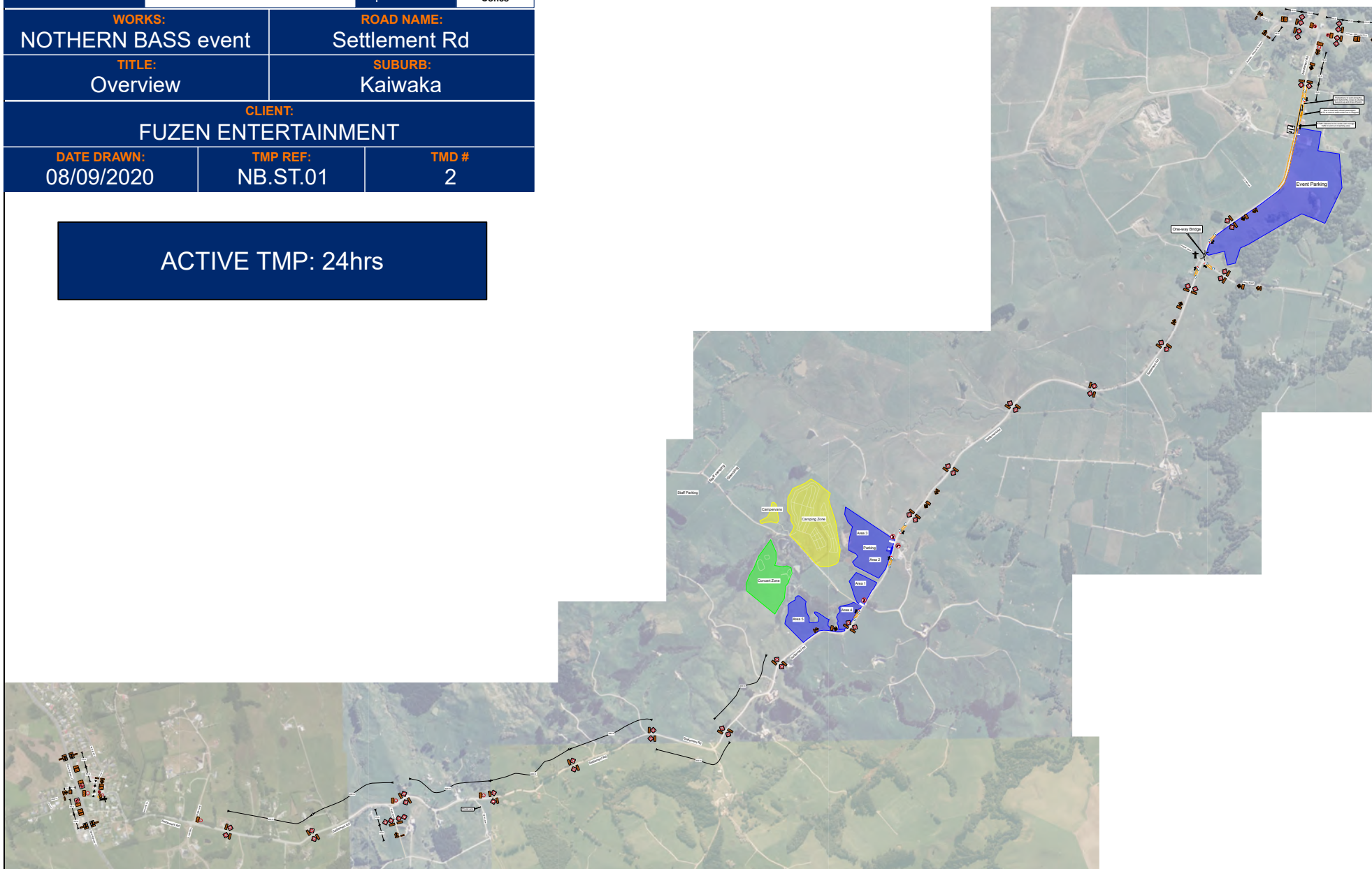
Safety Zone

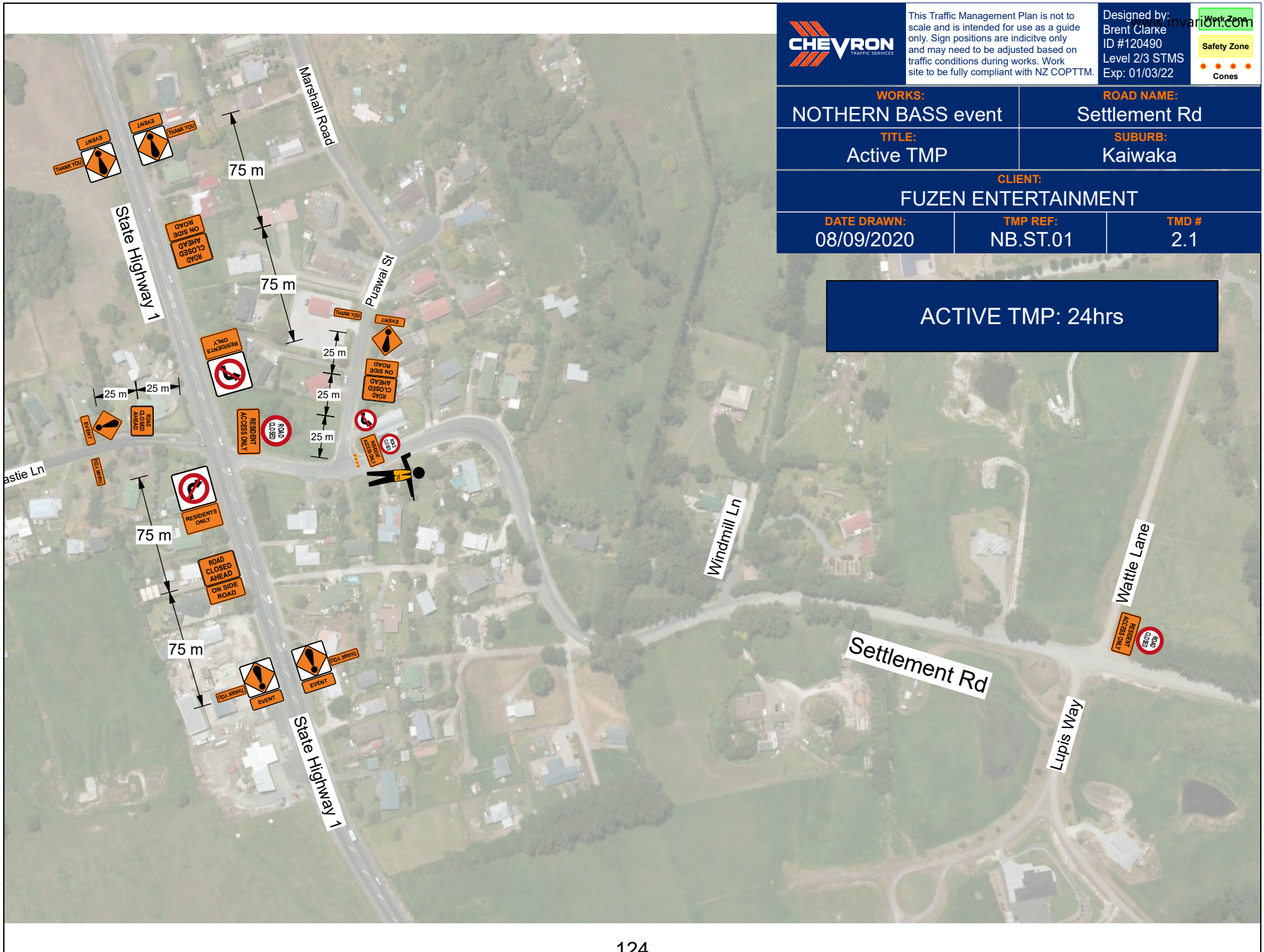


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WORKS: NOTHERN BASS event		ROAD NAME: Settlement Rd
TITLE: Overview		SUBURB: Kaiwaka
CLIENT: FUZEN ENTERTAINMENT		
DATE DRAWN: 08/09/2020	TMP REF: NB.ST.01	TMD # 2

ACTIVE TMP: 24hrs







This Traffic Management Plan is not to scale and is intended for use as a guide only. Sign positions are indicative only and may need to be adjusted based on traffic conditions during works. Work site to be fully compliant with NZ COPTTM.

Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22

Work Zone

Safety Zone



www.invarion.com

WORKS:
NOTHERN BASS event

ROAD NAME:
Settlement Rd

TITLE:
Active TMP

SUBURB:
Kaiwaka

CLIENT:
FUZEN ENTERTAINMENT

DATE DRAWN:
08/09/2020

TMP REF:
NB.ST.01

TMD #
2.2

ACTIVE TMP: 24hrs

400 m

400 m

Settlement Rd



This Traffic Management Plan is not to scale and is intended for use as a guide only. Sign positions are indicative only and may need to be adjusted based on traffic conditions during works. Work site to be fully compliant with NZ COPTTM.

Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22

Work Zone

Safety Zone



www.invarion.com

WORKS:
NOTHERN BASS event

ROAD NAME:
Settlement Rd

TITLE:
Active TMP

SUBURB:
Kaiwaka

CLIENT:
FUZEN ENTERTAINMENT

DATE DRAWN:
08/09/2020

TMP REF:
NB.ST.01

TMD #
2.3

ACTIVE TMP: 24hrs

400 m

75 m

75 m

Private Lane

Vista Lane

Tawa Avenue



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Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22



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WORKS:
NOTHERN BASS event

ROAD NAME:
Settlement Rd

TITLE:
Active TMP

SUBURB:
Kaiwaka

CLIENT:
FUZEN ENTERTAINMENT

DATE DRAWN:
08/09/2020

TMP REF:
NB.ST.01

TMD #
2.4

ACTIVE TMP: 24hrs



Settlement Rd

400 m

400 m



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Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22

Work Zone

Safety Zone



www.invarion.com

WORKS:
NOTHERN BASS event

ROAD NAME:
Settlement Rd

TITLE:
Active TMP

SUBURB:
Kaiwaka

CLIENT:
FUZEN ENTERTAINMENT

DATE DRAWN:
08/09/2020

TMP REF:
NB.ST.01

TMD #
2.5

ACTIVE TMP: 24hrs





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Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22

Work Zone
Safety Zone
Cones

www.invarion.com

WORKS:		ROAD NAME:	
NOTHERN BASS event		Settlement Rd	
TITLE:		SUBURB:	
Active TMP		Kaiwaka	
CLIENT:			
FUZEN ENTERTAINMENT			
DATE DRAWN:	TMP REF:		TMD #
08/09/2020	NB.ST.01		2.6





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Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22

Work Zone

Safety Zone

Cones

www.invarion.com

WORKS:
NOTHERN BASS event

ROAD NAME:
Settlement Rd

TITLE:
Active TMP

SUBURB:
Kaiwaka

CLIENT:
FUZEN ENTERTAINMENT

DATE DRAWN:
08/09/2020

TMP REF:
NB.ST.01

TMD #
2.7

ACTIVE TMP: 24hrs

Settlement Rd





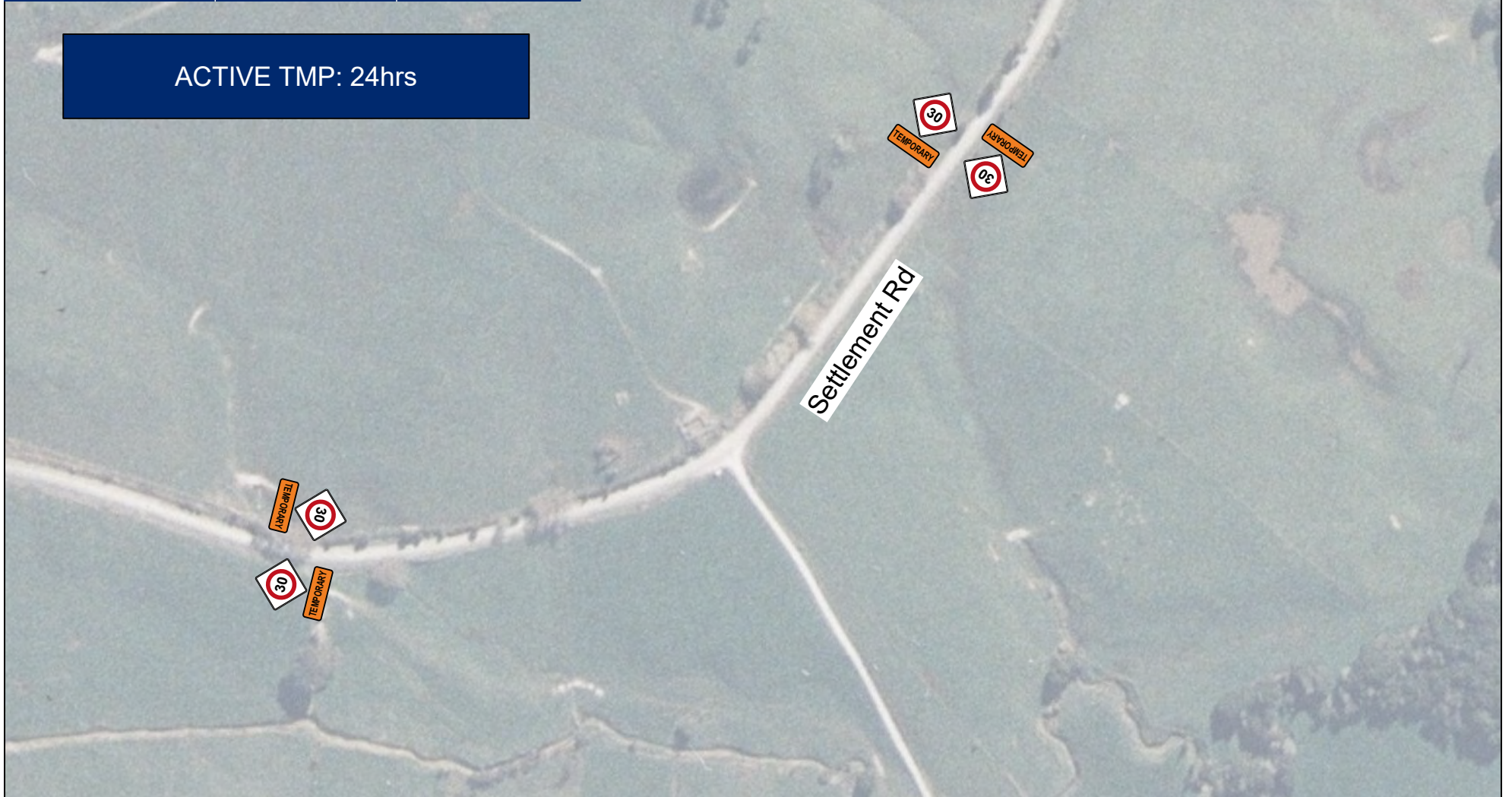
This Traffic Management Plan is not to scale and is intended for use as a guide only. Sign positions are indicative only and may need to be adjusted based on traffic conditions during works. Work site to be fully compliant with NZ COPTTM.

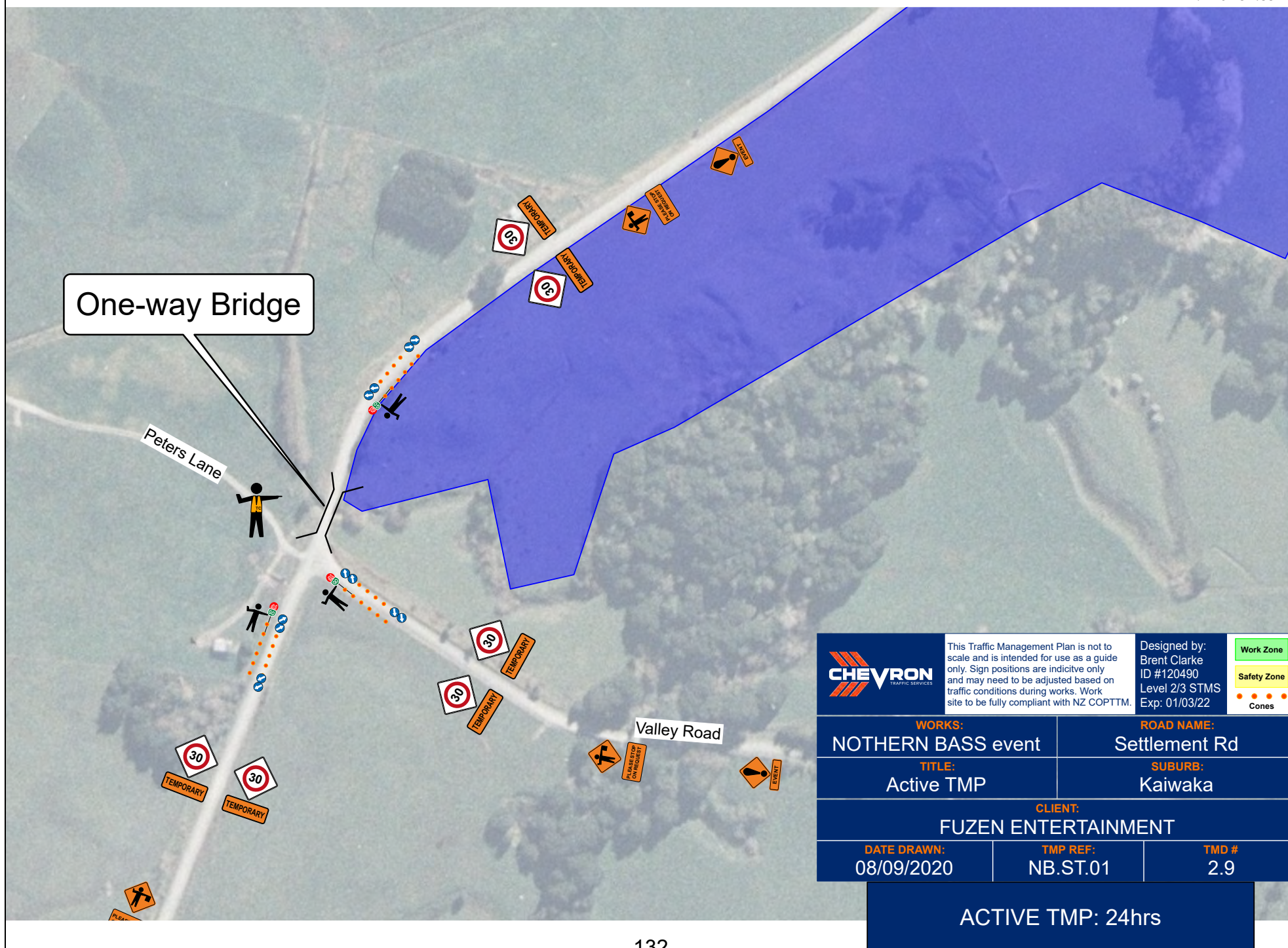
Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22



WORKS: NOTHERN BASS event		ROAD NAME: Settlement Rd	
TITLE: Active TMP		SUBURB: Kaiwaka	
CLIENT: FUZEN ENTERTAINMENT			
DATE DRAWN: 08/09/2020	TMP REF: NB.ST.01		TMD # 2.8

ACTIVE TMP: 24hrs







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Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22



WORKS:
NOTHERN BASS event

ROAD NAME:
Settlement Rd

TITLE:
Active TMP

SUBURB:
Kaiwaka

CLIENT:
FUZEN ENTERTAINMENT

DATE DRAWN:
08/09/2020

TMP REF:
NB.ST.01

TMD #
2.10

ACTIVE TMP: 24hrs



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Bus to load and unload passengers
MTC to control traffic while bus is stopped

STMS / Marshal to be onsite and manage
traffic in and out of parking area

Event Parking



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Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22

Work Zone

Safety Zone

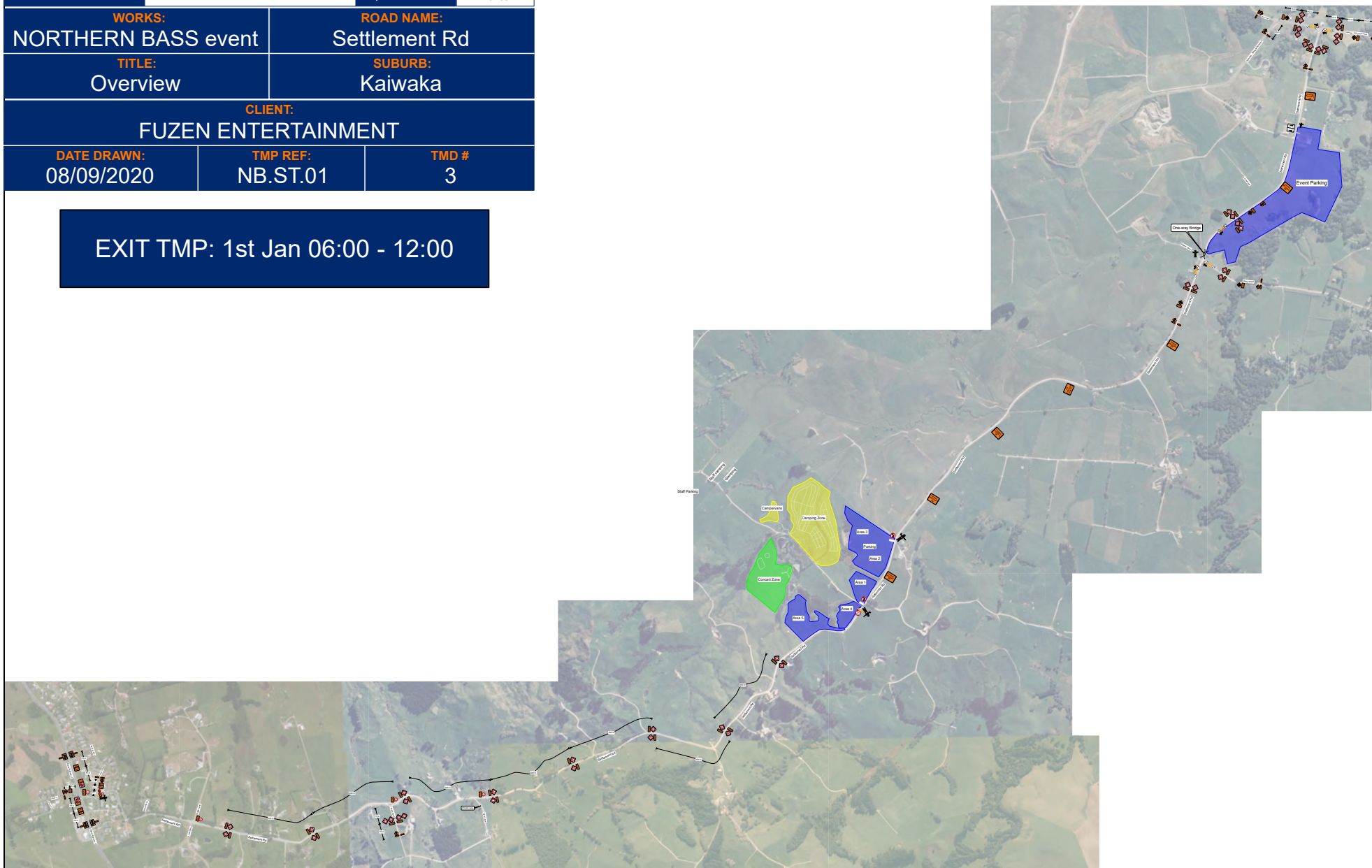


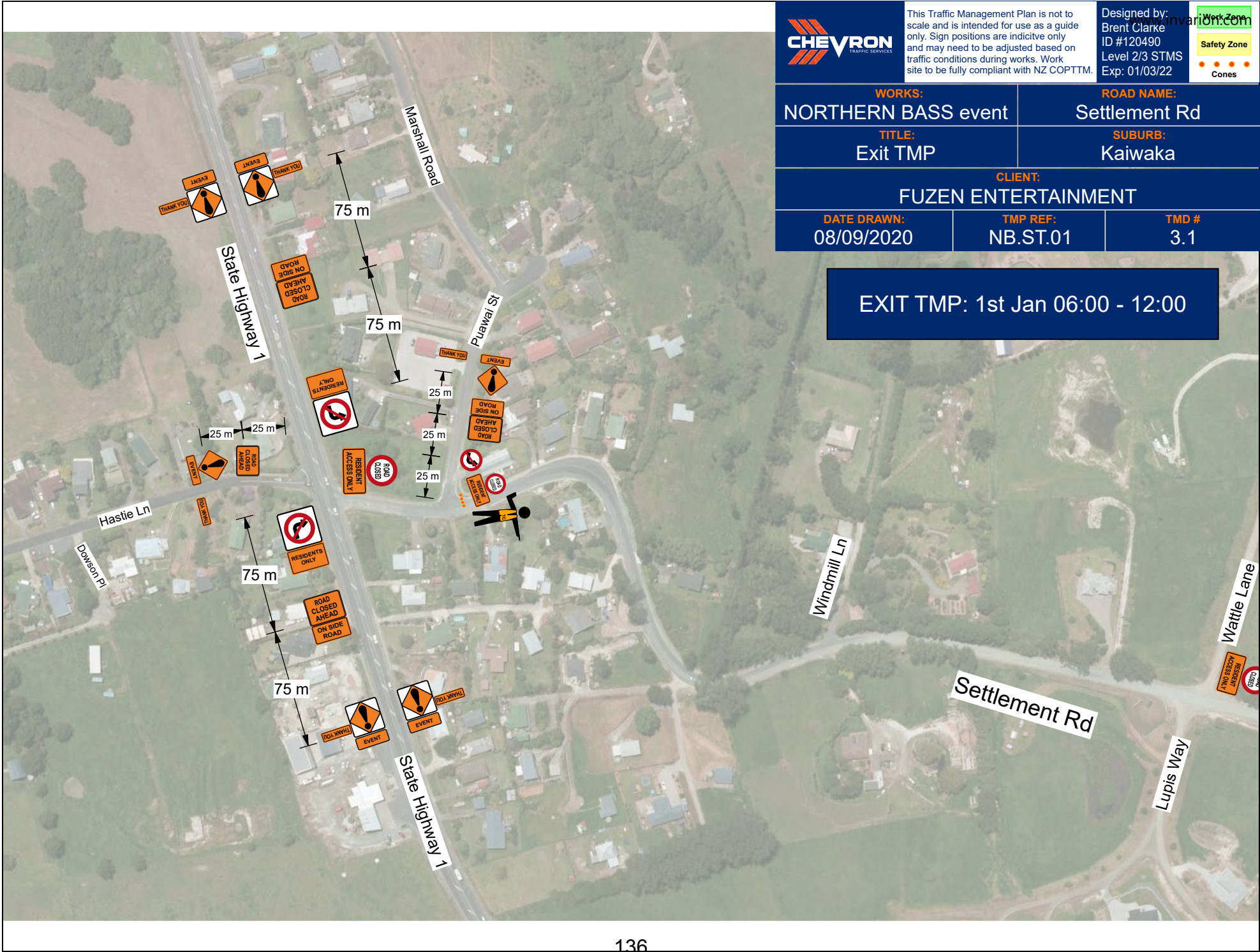
Cones

WORKS: NORTHERN BASS event		ROAD NAME: Settlement Rd
TITLE: Overview		SUBURB: Kaiwaka
CLIENT: FUZEN ENTERTAINMENT		
DATE DRAWN: 08/09/2020	TMP REF: NB.ST.01	TMD # 3

EXIT TMP: 1st Jan 06:00 - 12:00

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Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22

Work Zone

Safety Zone



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WORKS: NORTHERN BASS event		ROAD NAME: Settlement Rd
TITLE: Exit TMP		SUBURB: Kaiwaka
CLIENT: FUZEN ENTERTAINMENT		
DATE DRAWN: 08/09/2020	TMP REF: NB.ST.01	TMD # 3.2

EXIT TMP: 1st Jan 06:00 - 12:00





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Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22



WORKS: NORTHERN BASS event		ROAD NAME: Settlement Rd
TITLE: Exit TMP		SUBURB: Kaiwaka
CLIENT: FUZEN ENTERTAINMENT		
DATE DRAWN: 08/09/2020	TMP REF: NB.ST.01	TMD # 3.3





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Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22



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WORKS: NORTHERN BASS event		ROAD NAME: Settlement Rd
TITLE: Exit TMP		SUBURB: Kaiwaka
CLIENT: FUZEN ENTERTAINMENT		
DATE DRAWN: 08/09/2020	TMP REF: NB.ST.01	TMD # 3.4

EXIT TMP: 1st Jan 06:00 - 12:00





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Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22



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WORKS: NORTHERN BASS event		ROAD NAME: Settlement Rd
TITLE: Exit TMP		SUBURB: Kaiwaka
CLIENT: FUZEN ENTERTAINMENT		
DATE DRAWN: 08/09/2020	TMP REF: NB.ST.01	TMD # 3.5

EXIT TMP: 1st Jan 06:00 - 12:00





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Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22



WORKS: NORTHERN BASS event		ROAD NAME: Settlement Rd
TITLE: Exit TMP		SUBURB: Kaiwaka
CLIENT: FUZEN ENTERTAINMENT		
DATE DRAWN: 08/09/2020	TMP REF: NB.ST.01	TMD # 3.6

EXIT TMP: 1st Jan 06:00 - 12:00





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Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22

Work Zone

Safety Zone



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WORKS: NORTHERN BASS event		ROAD NAME: Settlement Rd
TITLE: Exit TMP		SUBURB: Kaiwaka
CLIENT: FUZEN ENTERTAINMENT		
DATE DRAWN: 08/09/2020	TMP REF: NB.ST.01	TMD # 3.7

EXIT TMP: 1st Jan 06:00 - 12:00

Settlement Rd





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Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22

Work Zone

Safety Zone



WORKS: NORTHERN BASS event		ROAD NAME: Settlement Rd	
TITLE: Exit TMP		SUBURB: Kaiwaka	
CLIENT: FUZEN ENTERTAINMENT			
DATE DRAWN: 08/09/2020	TMP REF: NB.ST.01		TMD # 3.8

EXIT TMP: 1st Jan 06:00 - 12:00

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Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22



WORKS: NORTHERN BASS event	ROAD NAME: Settlement Rd
TITLE: Exit TMP	SUBURB: Kaiwaka

CLIENT:
FUZEN ENTERTAINMENT

DATE DRAWN: 08/09/2020	TMP REF: NB.ST.01	TMD # 3.9
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EXIT TMP: 1st Jan 06:00 - 12:00

One-way Bridge

Peters Lane

Valley Road

Settlement Rd



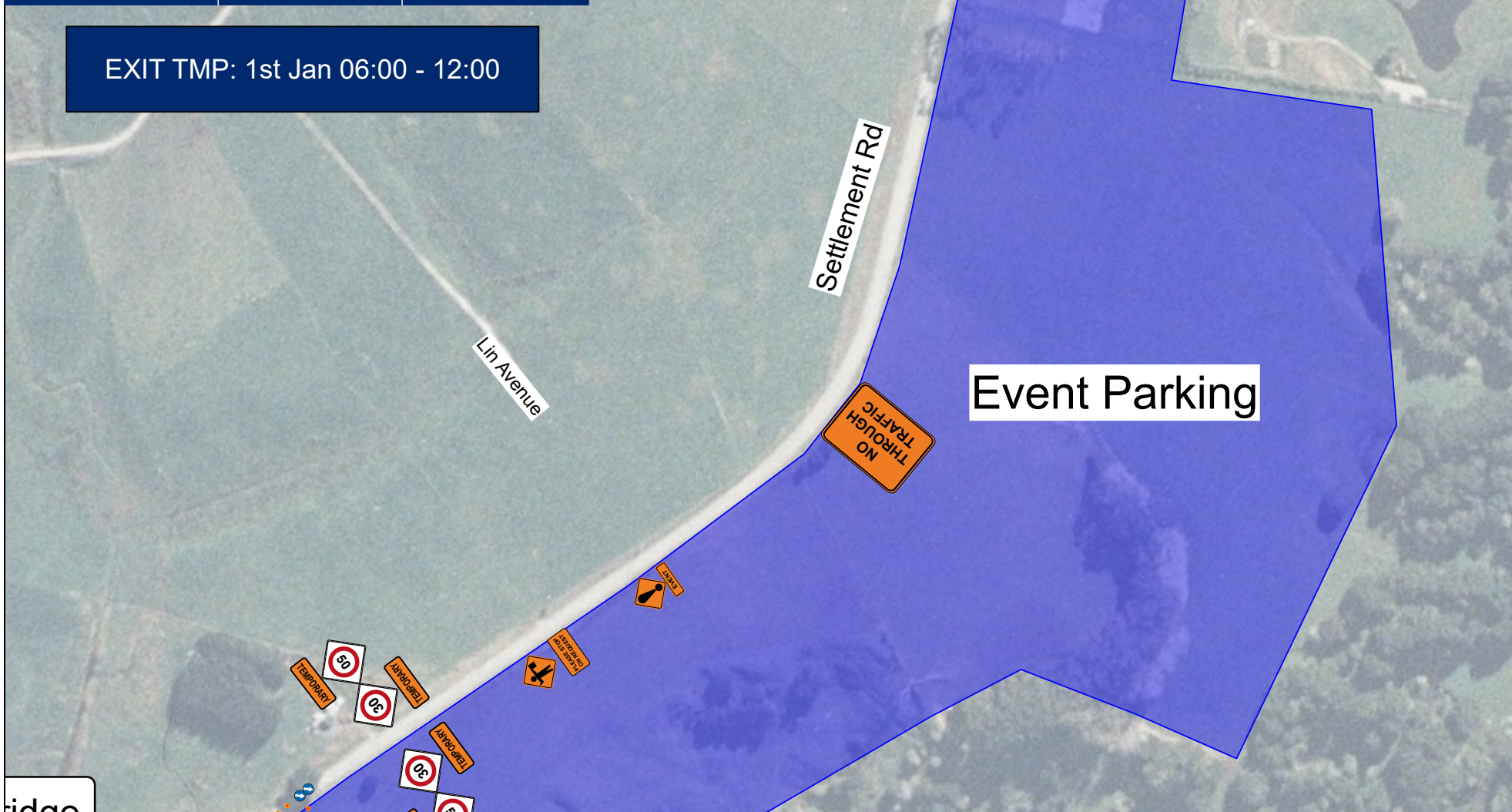
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Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22



WORKS: NORTHERN BASS event		ROAD NAME: Settlement Rd	
TITLE: Exit TMP		SUBURB: Kaiwaka	
CLIENT: FUZEN ENTERTAINMENT			
DATE DRAWN: 08/09/2020	TMP REF: NB.ST.01		TMD # 3.10

EXIT TMP: 1st Jan 06:00 - 12:00







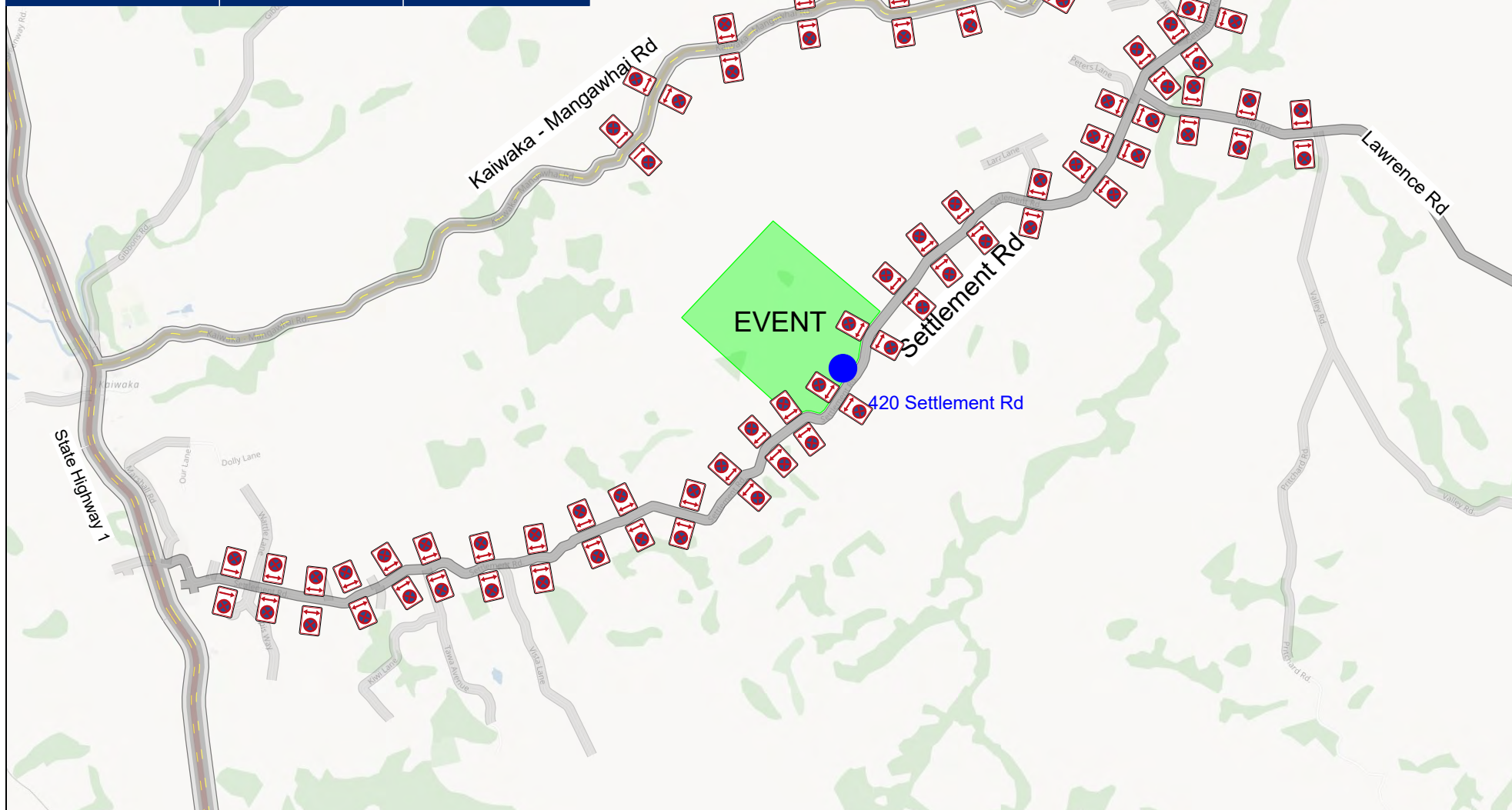
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Designed by:
Brent Clarke
ID #120490
Level 2/3 STMS
Exp: 01/03/22



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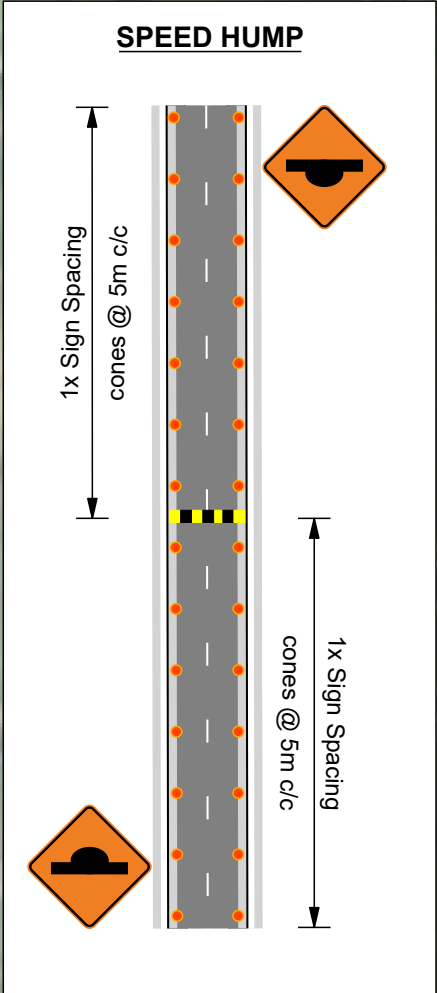
WORKS: NORTHERN BASS event		ROAD NAME: Settlement Rd	
TITLE: No Parking		SUBURB: Kaiwaka	
CLIENT: FUZEN ENTERTAINMENT			
DATE DRAWN: 08/09/2020	TMP REF: NB.ST.01		TMD # 4



- NOTES:
- SPEED HUMPS TO BE INSTALLED WHEREVER NECESSARY ON SETTLEMENT ROAD
 - SPEED HUMPS SHOULD HAVE SIDE FRICTION ON KERB AND CENTRELINE FOR 1x SIGN SPACING
 - CONES TO BE PLACED ON EACH SIDE OF SPEED HUMPS @ 5m c/c



Kaiwaka - Mangawhai Road



Lawrence Road

Settlement Road

Google

Kaihu Valley Trail: Petition response

Meeting: Kaipara District Council
Date of meeting: 25 November 2020
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To report back on the Kaihu Valley Trail petition received by Council at the Wednesday 28 October Council Meeting.

Recommendation/Ngā tūtohunga

That the Kaipara District Council:

- a) Notes that the proposed route of the Kaihu Valley Trail has not been finalised
- b) Notes that council staff will engage further with affected landowners and the community regarding the route of the Kaihu Valley Trail.

Discussion/Ngā kōrerorero

Kaipara District Council received a presentation from Mr. Bryce Wyatt (lead petitioner) and acknowledged a petition objecting to the route of the proposed Kaihu Valley Trail, at the October Council meeting. The petition presented is located at Attachment A.

It is normal practise under the current petitions policy for the petition to be presented formally to Council and for the Council to request the Chief Executive investigate and respond to the petition. This report provides the response.

The Kaihu Valley Trail project has been a project that Kaipara District Council (KDC) has had interest in for some time, however, has been unable to provide the funding for. Recently, KDC has been fortunate to receive up to \$4m from the Provincial Growth Fund (PGF) towards the project. Council agreed to the funding agreement from the Provincial Development Unit at the October Council meeting.

Internally, a programme team has been created with a project manager appointed to this project. The proposed Kaihu Valley Trail route is not finalised and it is recognised that further engagement with the impacted landowners and the broader community will occur to understand concerns related to the route and possible mitigation strategies.

This project falls under the terms of reference of the newly established Externally-Funded Projects Committee and all future decision-making on the Kaihu Valley Trail project will be undertaken by this committee.

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 lead petitioner will be informed of this response.

Attachments/Ngā tapiritanga

	Title
A	Petition presented on 28 October 2020


26 August 2020


TO THE KAIPARA DISTRICT COUNCIL

We the undersigned, being adjacent landowners, request that the Council abandon the planned cycleway route on the old rail line to Kaihu and Donnelly's Crossing for a multitude of reasons.

Also, as the line has been abandoned for longer than it was in use (around 60 years), that the ownership of the land be offered to the adjacent titles.

SIGNED


P. Nelson
J. Wyatt
A. J. Wyatt
Bryce Thompson
Melissa Collins
W. G. Kroon
Nathan Lustigheide


Donald (Dooley) Smith

B. Wyatt
Eileen Wyatt

K. H. Taylor

John Shan

M. Shaker

G. Hokai





Names

Peter & Ketch Nelson

Jane Wyatt

Allan Wyatt

Bryce Stimpson

Melissa Collins

William Kroon

Nathan Lustigheide

Sam Burke

Donald (Dooley) Smith

MAURICE HOKAI

BRYCE Wyatt

Eileen Wyatt

Kathleen Taylor

Heta Jacob Shaker

Millie Olive Shaker

G. Hokai

R. P. HAYES

S. Hodgson

26 August 2020

TO THE KAIPARA DISTRICT COUNCIL

We the undersigned, being adjacent landowners, request that the Council abandon the planned cycleway route on the old rail line to Kaihu and Donnelly's Crossing for a multitude of reasons.

Also, as the line has been abandoned for longer than it was in use (around 60 years), that the ownership of the land be offered to the adjacent titles.

SIGNED

NRK
[Signature]
[Signature]

Names
Neal Wakeling
Camelia Hita
Scott McDermott

Contact Person

Bryce Wyatt 027 285 6141

Kaipara water situation, forecast and resilience update

Meeting: Kaipara District Council
Date of meeting: 25 November 2020
Reporting officer: Tony Phipps, GM Customer Service and Community Resilience,
 Northland Regional Council

Purpose/Ngā whāinga

Northland Regional Council will provide information to Kaipara District Council on the Kaipara water situation, forecast and resilience issues.

Executive summary/Whakarāpopototanga

Improving water resilience is an agreed regional priority. A presentation will be provided to Council summarising the current water resources situation and forecast for the Kaipara District as well as an update on water resilience and what's being done to improve it.

Recommendation/Ngā tūtohunga

That the Kaipara District Council:

- a) Notes the Water situation, forecast and resilience issues report.

Attachments/Ngā tapiritanga

	Title
A	Northland Regional Council Water situation, forecast and resilience issues report

Date: 18 November 2020

To: Kaipara District Council Meeting – 25 November 2020

From: Tony Phipps – Northland Regional Council, GM Customer Service and Community Resilience

Subject: Water situation, forecast and resilience issues - Presentation

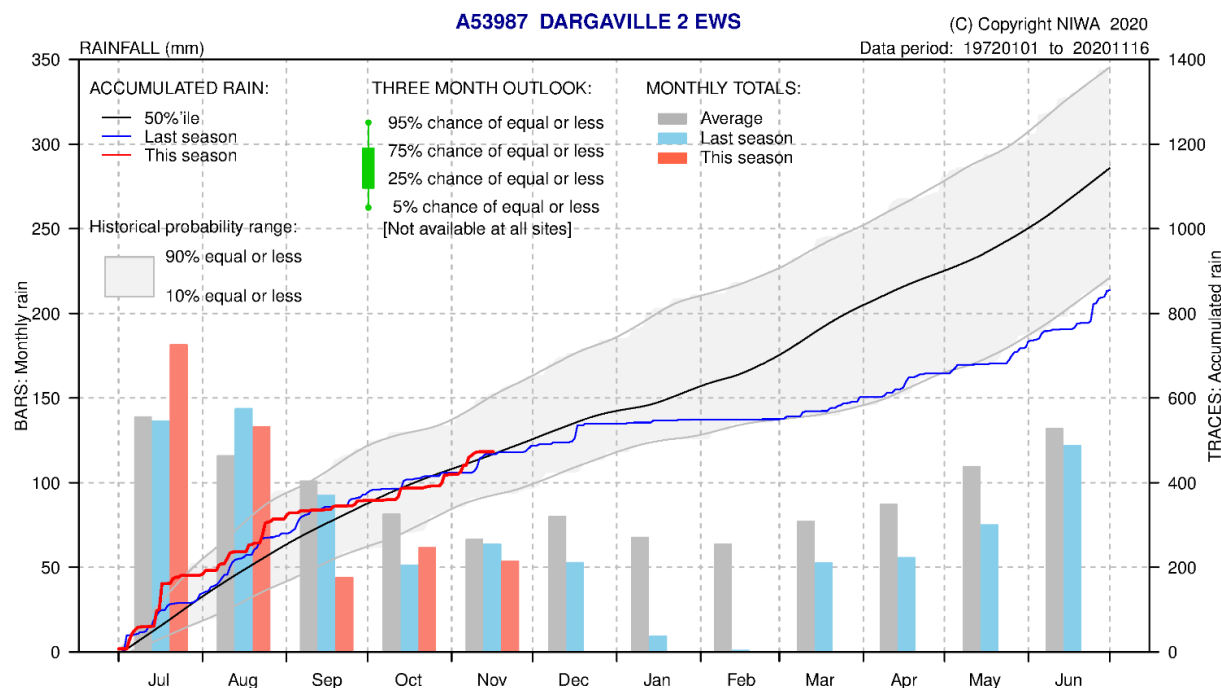
Drought/Water Resilience

Improving water resilience is an agreed regional priority, a presentation will be provided to Council summarising the current water resources situation and forecast for the Kaipara District as well as an update on water resilience and what's being done to improve it.

Summary of Water resource status for Kaipara District Council:

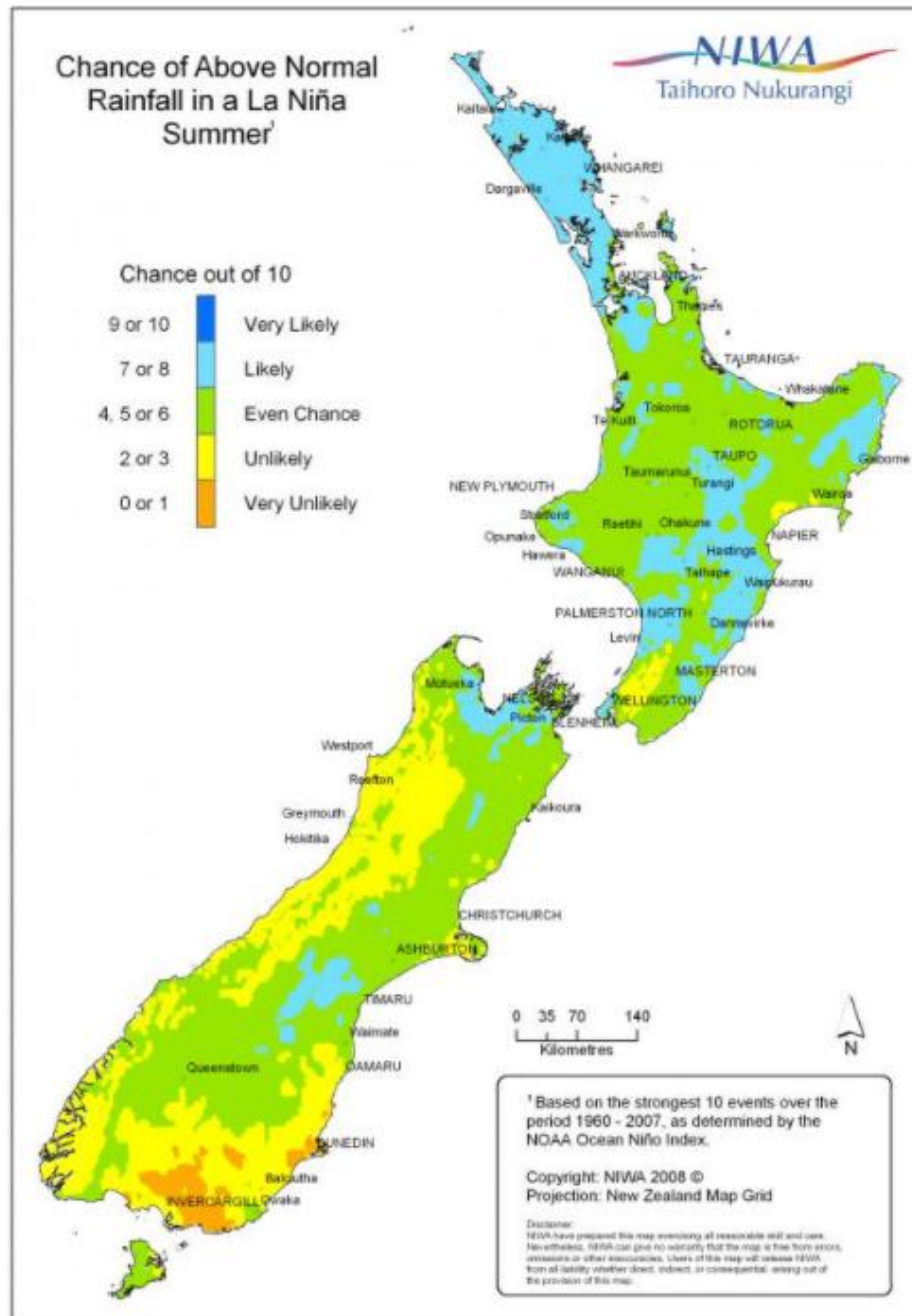
Typically, 70mm of rain falls over the November month. The Kaipara District has received 42mm to 126mm of rain from 01/11/2020 to 18/01/2020, 6 out of 10 rain gauges have recorded above normal rainfall for November. In relation to where the rain fell, 80-100mm was recorded in the southern catchments including Ruawai, with 40-60mm from Dargaville north to Kai Iwi Lakes, which recorded the lowest total of 42mm.

The rainfall accumulation for July to November is close to normal as shown in the graph below:



The Kaihu & Hakaru rivers are above normal flows for November. The Ruawai and Mangawhai deep aquifers are approximately 30mm below normal groundwater levels for November with the Tara system recording 772mm above normal. The NIWA climate station in Dargaville indicate soil moisture deficit at 80mm, 20% below normal.

The setup conditions leading into summer are very different 2019. The impact of La Nina event is already very evident, the high-pressure systems are not locking in over the region and sitting well south allowing rainfall to track in from the north. Going on historic La Nina events, Northland has a 7/10 chance of above normal rainfall for the summer period.





Exceptions Report

For the month of October 2020

Financial Report

Activities Report

Capital Projects Update

October 2020 Financial Report

Statement of Operating and Capital Performance

	This Month 31 October 2020				Indicator	Year to 31 October 2020				Indicator	Whole Year	
	Actual \$'000	Annual Plan \$'000	Variance \$'000			Actual \$'000	Annual Plan \$'000	Variance \$'000			Annual Plan \$'000	Forecast \$'000
All												
Rates	3,213	3,148	65	●		13,591	13,045	546	●		38,780	38,780
Activity Revenue and Other Income	653	477	176	●		2,621	1,842	779	●		6,454	6,454
Subsidies and Grants - Operational	1,112	363	749	●		5,000	1,575	3,425	●		4,809	6,192
Total Operating Income	4,978	3,988	989	●		21,212	16,461	4,750	●		50,042	51,426
Employee Benefits	1,120	1,159	39	●		4,544	4,592	48	●		13,142	13,142
Contractors	187	130	(56)	●		564	608	44	●		1,888	1,888
Professional Services	548	448	(100)	●		2,224	1,676	(547)	●		4,724	4,863
Repairs and Maintenance	1,402	996	(406)	●		5,038	3,266	(1,772)	●		10,240	12,560
Finance costs	272	238	(33)	●		870	953	84	●		2,860	2,860
Other Operating Costs	352	519	167	●		2,374	2,882	508	●		7,040	7,070
Total Operating Costs	3,881	3,490	(390)	●		15,613	13,977	(1,637)	●		39,894	42,383
Operating Surplus/(Deficit) (before Depreciation)	1,097	498	1,380	●		5,598	2,485	6,387	●		10,148	9,042
Capital Subsidies	637	1,360	(723)	●		1,451	4,634	(3,183)	●		15,081	16,851
Contributions	244	254	(11)	●		1,192	1,017	176	●		3,046	3,046
Other Capital Revenue	0	0	0	●		11	0	11	●		0	0
Total Capital Revenue	880	1,614	(733)	●		2,655	5,651	(2,996)	●		18,127	19,898
Capital Expenditure	1,879	1,368	(511)	●		4,608	7,692	3,084	●		27,822	33,236
Total Capital Payments	1,879	1,368	(511)	●		4,608	7,692	3,084	●		27,822	33,236
Subtotal Capital	(999)	246	(222)	●		(1,953)	(2,042)	(6,080)	●		(9,695)	(13,339)
Surplus/(Deficit) - before Loan Payments and Depreciation	98	744	1,158	●		3,645	443	308	●		453	(4,296)

Key: ● Within 5% of budget

● Over or under budget by 5 - 10%

● Over or under budget by more than 10%

Statement of Operating and Capital Performance

Comments on major variances

Operating Income:

Account	Rationale	YTD Variance \$000
Rates Revenue	<p>Penalties are ahead of budget for the year to date due to arrears penalties applied (July 2020) and instalment penalties.</p> <p>Water by meter rates overall ahead of budget due to high water readings in Dargaville area. Some of this a timing difference.</p> <p>Targeted rates for wastewater are overall ahead of budget due to growth in Mangawhai area.</p>	117 267 167
Activity Revenue and Other Income	<p>Activity revenue:</p> <ul style="list-style-type: none"> • Increase in Building Control revenue year to date. This month up \$74k on budget. • Increase in Resource consenting income year to date. This month up \$71k on budget. • Increase in Licences and Registrations fee year to date, primarily for dog control and due mainly to a timing difference • Increase in external recovery costs for the month and year to date. • Campground fee - Kai Iwi Lakes pre booking for the summers season and Labour weekend. 	282 156 99 56 115
Operating Subsidies and Grants	<p>Te Tai Tokerau Redeployment Package the "Shovel Ready" project subsidies were invoiced in the month of September.</p> <p>Operational subsidies from NZTA are ahead of budget year to date due to maintenance work completed earlier than scheduled.</p> <p>Revenue raised for PGF funding for Kaipara Kickstart Programme milestone claims.</p> <p>This month: Further revenue raised for Kaipara Kickstart Programme.</p>	1,185 1,512 805

Operating Costs:

Account	Rationale	\$000
Employee Benefits	Employee benefits costs are on budget for the year to date	
Contractors	<p>The contractor's costs are on budget for the year to date.</p> <p>This month: Wastewater and Water Supply - Additional costs for chemicals supplies and plant operations expenditure.</p>	58
Professional Services	<p>The professional services costs are ahead of budget:</p> <p>This month: Further increase of costs for the Kaipara Kickstart, Kaipara Kai and Kaipara Moana Investigation projects and Mangawhai Shared path project –work completed ahead of claim been raised - timing difference</p>	547

Repairs and Maintenance	Community activities – Te Tai Tokerau Redeployment Package the “Shovel Ready” project started August 2020 - removal of trees at Mangawhai Community Park and design, build and construct 5 mountain bike tracks at Harding Park.	983
	This month: The Te Tai Tokerau Redeployment Package project costs for the month of October are \$136,449. The total cost of this project is offset by the funding noted above under subsidies and grants.	387
	Roading works maintenance programme is ahead of budget – due earlier completion of scheduled unsealed roads maintenance work. This month: Increase of cost due to Rotu Water Intake Emergency slip repairs work undertaken.	499
Finance Costs	Below budget due to lower inter-period loan balances.	84
Other Operating Costs	Costs overall are lower than budget.	
	<ul style="list-style-type: none"> • Civic Grants not yet distributed to the community groups – timing difference. 	248
	<ul style="list-style-type: none"> • Software licenses not yet paid – timing difference. • Office administration costs. 	152 158

Capital Revenue

Account	Rationale	\$000
Capital Subsidies	Capital subsidies from NZTA are lower than budget year to date, due to projects work not started yet:	
	<ul style="list-style-type: none"> • Roding – capital works is behind projected schedule – timing difference. • District Leadership – PGF projects funding (project milestone to be completed before funding can be claimed). 	(1,473) (1,710)
Contributions	The contributions are overall ahead of budget year to date.	176
	<ul style="list-style-type: none"> • Development contributions are lower than budget for this month and year to date. • Financial contributions are ahead of budget for the month and year to date. 	

Public Debt: The public debt position at 31 October 2020 is \$44 million and the net debt position (debt less cash) is \$36.4million.

Public Debt and Requirements			
	June 2020 \$000's	31 October 2020 \$000's	June 2021 \$000's
Debt			
Public Debt	44,000	44,000	51,320
Cash in bank (overnight deposits)	(4,398)	(7,645)	(1,926)
Net Debt	39,602	36,355	49,393
Reserves (future obligations)			
Development Contribution Reserve	(24,702)	(24,702)	(25,415)
Other Reserves	17,848	17,849	13,021
Total reserves (future obligations)	(6,854)	(6,854)	(12,395)
Debt Requirements			
Public Debt	44,000	44,000	51,320
Future obligations	17,848	17,849	13,021
Gross Debt Requirement	61,848	61,849	64,340
Less cash in bank	(4,398)	(7,645)	(1,926)
Net Debt Requirements	57,451	54,204	62,414

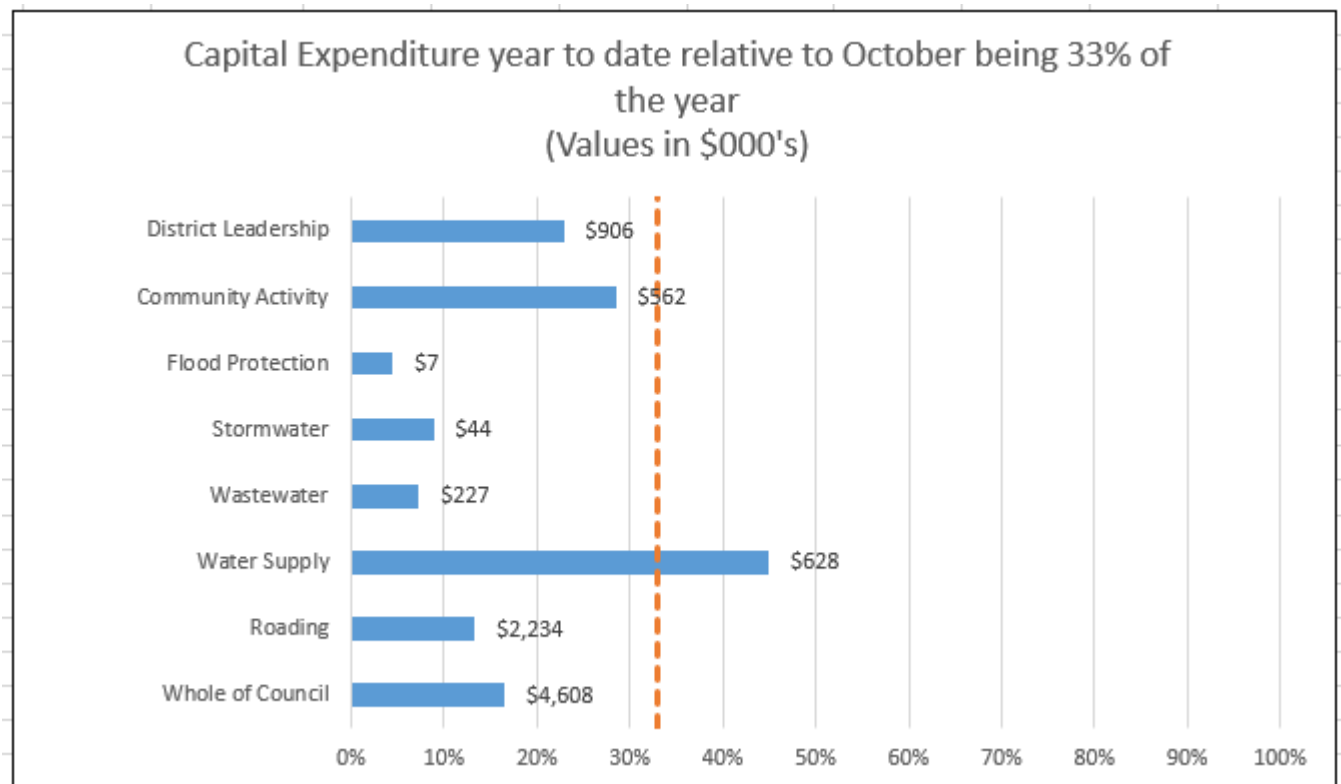
*Note: Reserves balances are only recalculated at end of year.

Activities Net Cost for the period to 31 October 2020

Activity	Actual as at 31 October 2020			Whole Year Annual Plan
	Operating Income \$000's	Operating Costs \$000's	Net Operating Surplus/(Deficit) \$000's	Net Operating Surplus/(Deficit) \$'000
Community Activities	3,104	2,708	396	199
District Leadership	3,387	3,474	(87)	(739)
Regulatory Management	2,652	2,172	480	49
Roads and Footpaths	6,613	4,133	2,480	4,427
Wastewater	2,711	1,202	1,509	3,083
Water Supply	1,446	1,183	263	1,614
Stormwater	663	288	375	917
Flood Control	263	126	137	293
Solid Waste	373	327	46	305
	21,212	15,613	5,599	10,148

Capital Expenditure for the period ended 31 October 2020

Activity - Capital Expenditure	Actual as at 31 October 2020				Whole Year	
	Actual YTD \$000's	Annual Plan \$000's	Variance \$000's	Indicator	Annual Plan \$000's	Forecast \$000's
Community Activities	562	703	141	●	1,722	3,099
District Leadership	906	2,015	1,109	●	3,809	3,935
Roads and Footpaths	2,234	3,583	1,349	●	17,148	19,793
Wastewater	227	488	261	●	3,096	3,363
Water Supply	628	522	(106)	●	1,396	2,253
Stormwater	44	226	182	●	496	638
Flood Control	7	155	148	●	155	155
Solid Waste	0	0	0	●	0	0
	4,608	7,692	3,084		27,822	33,236



Activities Report

Key

	Budget	Scope	Programme
	Within budget	Scope clear and approved	On track or complete
	May exceed budget	Some scope changes required	Could be delayed
	EM approval of budget change likely required	EM approval of scope changes requires	Highly likely to be delayed
	N/A	N/A	N/A

General observations and comments

Overall, we are on track to deliver our business as usual programme in most activities. Exceptions include

- Stormwater where three key projects have been delayed due to landowner issues
- Roading where a greater proportion of some major projects (Notably Mangawhai Shared Path and Pouto) are likely to run into the next financial year

There have been a number of changes from the Annual Plan Budget which are not reflected in the budget figures;

- Redeployment Package
- Shovel Ready Programme
- 3 Waters Reform (next month)
- Carry Over from 2019/20

Officers are working through these changes and a paper will be brought to Council early in the new year. It is noted that since last month, forecasting has been corrected to include the Redeployment project

Roading

	Budget (\$k)	Scope	Programme	Comment
Income				
Subsidies and Grants - Operational				Increased income due to Tai Tokerau Redeployment Package. \$969K invoiced not budgeted.
Subsidies and Grants – Capital				Claim submitted late in October.
Expenditure - Opex				
Professional Services				Flagged as over budget however this is being resolved with finance. Issue relates to how external costs are processed within the NTA/KDC.
Repairs and maintenance				Spend over budget mainly due to Redeployment spend not being in budget at start of year (\$266) Spending is ahead of budget but behind for the quarter. Expect to spend total budget by year end.
Capex				
Bridges and Structures				
Roadworks unsealed				Later start to programme as it was drier than expected in July.
Low Cost Low Risk				Some projects carried over / forecast entirely in July. These should be executed this year. Additional funds from MBIE likely to result in roll over to next year for Mangawhai Shared Path.
Drainage				
Sealed resurfacing				
Sealed				

Parks and Recreation

	Budget	Scope	Programme	Comment
Income				Increased financial contributions in October - \$647k YTD Higher income mainly due to redeployment package as well as pre-booking for Kai Iwi Lakes.
Expenditure Operating				Repairs and Maintenance – Redeployment has now been forecast. Amber flag due to running slightly ahead of budget.
Expenditure Capex				
Kai Iwi Lakes				\$350k allocated in Annual Plan for security improvements. Independent Security report complete and scope recommendation will be made to Governance Group. Scope is now clear.
Taharoa Domain				The priority this quarter has been utilizing the Redeployment package. As a result, some of the projects in the Annual Plan will be delayed until after the summer season.
Pou Tu o Te Rangi Harding Park				Work programme changed due to Redeployment Programme. New programme approved by Governance will be completed this year. Projects handed over to delivery.
District Parks and Reserves				Baylys Beach Boardwalk progressing well.
Mangawhai Parks and Reserves				Consultation with the community has provided some good solutions. We can look forward to getting this project underway.
Dargaville Parks and Reserves				
Mangawhai Public Toilets				Toilet has been ordered but may be delayed due to supplier workloads.
District Public Toilet				Delay to Maungaturoto programme due to planning requirements. Solution has been developed to allow works to progress.

Waters and Waste

Water Supply	Budget	Scope	Programme	Comment
Income				Dargaville income ahead of time.
Expenditure Opex				
Contractors				
Management Services				Not a significant budget issue. Costs associated with LTP/AP initially coded to water but is being redistributed
Repairs and Maintenance				\$499k spent year to date relates to Rotu. Emergency Works which is not included in the Annual Plan budget.
Expenditure Capex				
Dargaville - 939 Northern Raw Water Crossings				
Dargaville - 965 Northern Raw Water Renewals				
Ruawai - 937 Ruawai WTP				
Wastewater	Budget	Scope	Programme	Comment
Income				
Expenditure Opex				
Management Services				Maungaturoto – overspend on CCTV due to an event occurring which required immediate investigation.
Other Operating Costs Dargaville Wastewater Pond Desludging – 2019 - 2021				
Expenditure Capex				
Dargaville				
Mangawhai and Kaiwaka Wastewater Renewals				Modelling is being accelerated to identify projects. Also opportunity to explore extension to disposal system this year is being investigated.

Stormwater	Budget	Scope	Programme	Comment
Income				
Expenditure Opex				
Repairs and maintenance				Ahead of programme but comfortable that will deliver within budget.
Management Services				Underspend due to insufficient CCTV being carried out. The team are working with suppliers to address this.
Expenditure Capex				
Eveline Street Stormwater Construction				Delayed start of works to allow landowner to complete private works.
Wood Street				Business Case being completed to confirm scope. Will require golf course support
Chases Gorge				Waiting on landowner approval before construction can commence.
Land Drainage	Budget	Scope	Programme	Comment
Income				
Expenditure – Opex				
Expenditure – Capex				

Solid Waste	Budget	Scope	Programme	Comment
Expenditure – Opex				Budget increased to \$73k
Hakaru Management Costs				

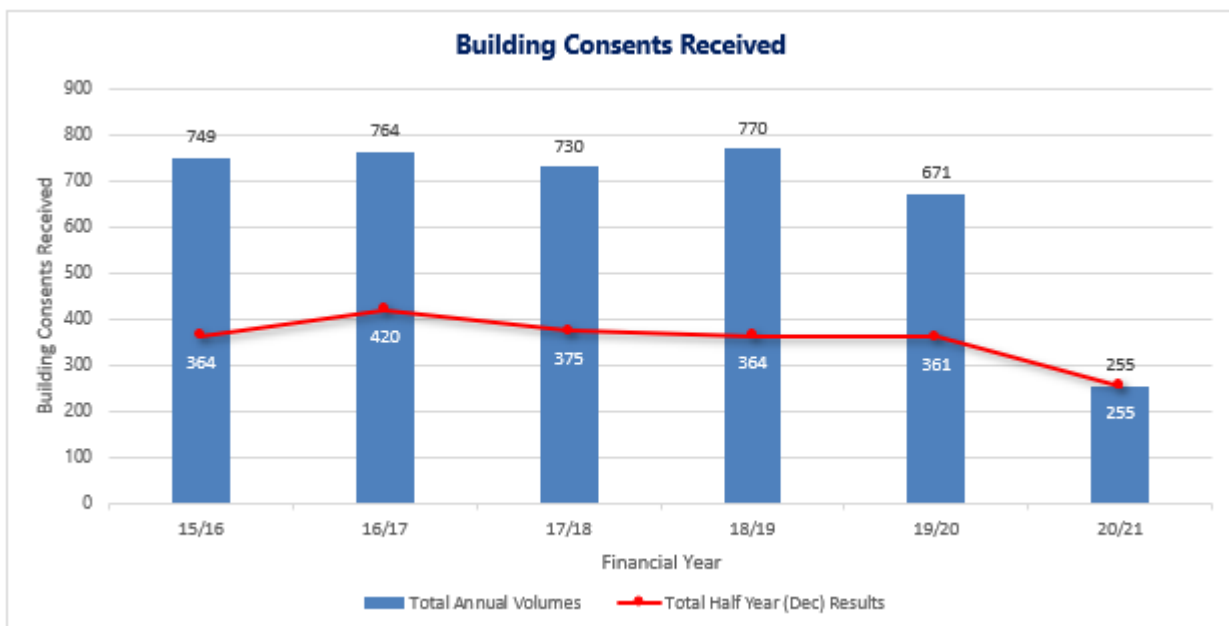
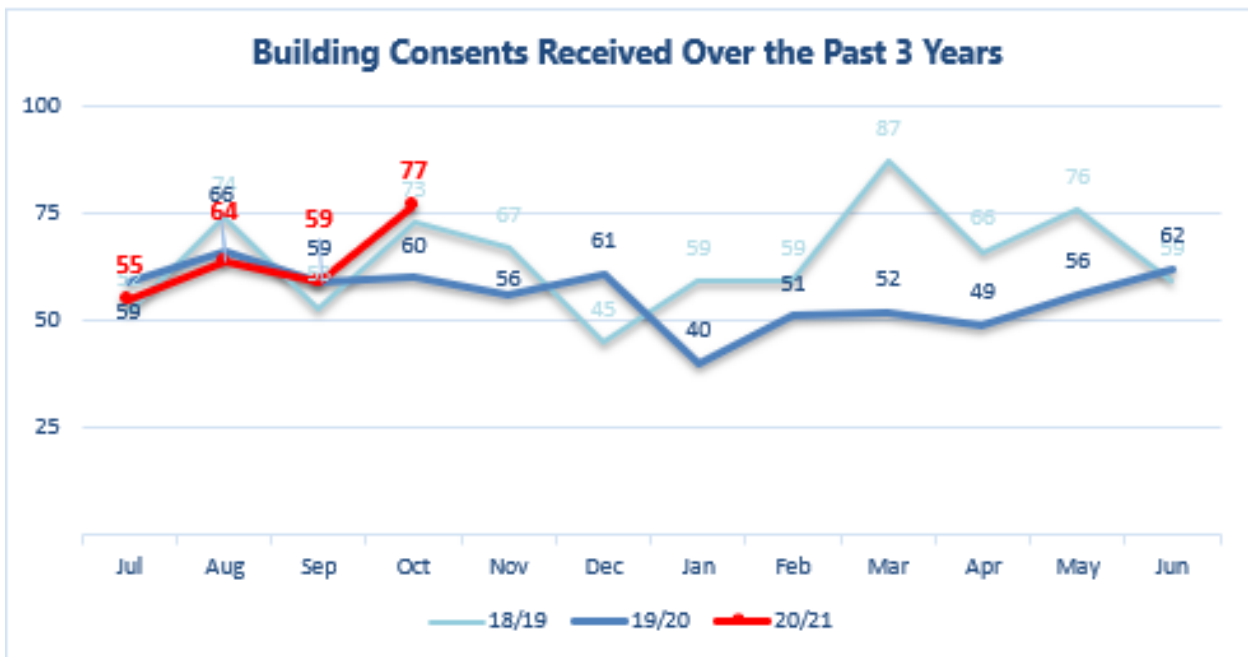
Tender Programme

The 2020/21 tender programme as issued to Civil Contractors NZ (CCNZ)

Awarded		Procurement process underway	
Month	Estimate	Procurement Method	Comment
Complete			
Dargaville Water Renewals – Package 1	\$450k	Open Market PQM	Awarded - Forte
Baylys Beach Boardwalk	\$200k	Selected LPC	Awarded - Robinsons
Dargaville Pontoon	\$350k	Selected LPC	Awarded – Bellingham Marine
Dargaville Water Renewals – Package 2	\$1.1m	Open Market PQM	Awarded – United Civil
Waihue Road Bridge	\$500k	Open Market	Awarded – United Civil
Rotu Water intake Slip Repair	\$590k	Selected ECI	Emergency works awarded UCCL
Kaipara Toilet Facilities Various Install only	\$150k	Selected PQM	Awarded - Wilsons Earthmoving.
Current			
Pouto Road Sealing - Quarry - Stage 1 & 2 (Provisional)	\$5m	- Closed - Open Market	Preferred Tenderer Broadspectrum
Waipoua River Road	\$1m	Direct Appointment	Preferred - Fulton Hogan and Te Roroa
Pahi Wharf Upgrade	\$480k	Direct Appointment	Preferred Tenderer Bellingham
Hakaru Closed Fill Landfill Leachate	\$460k	Open Market PQM	On tenderlink for second time following no tenderers
Kaihu Valley Trail - Head Contractor - Bridges	- \$2m - \$2m	Direct Appointment	Preferred - Wilson Earthworks Bridges to be procured as D&C
Mangawhai Community Plan - Insley Street Intersections - Shared Path 2021 phase 1 <i>Potential for future sections</i>	\$10m	Open Market PQM	ROI closed. RFP now to be issued in January.
Pouto Wharf Design Build	\$1.3m		ROI Closed. Evaluation on quality to shortlist to two.

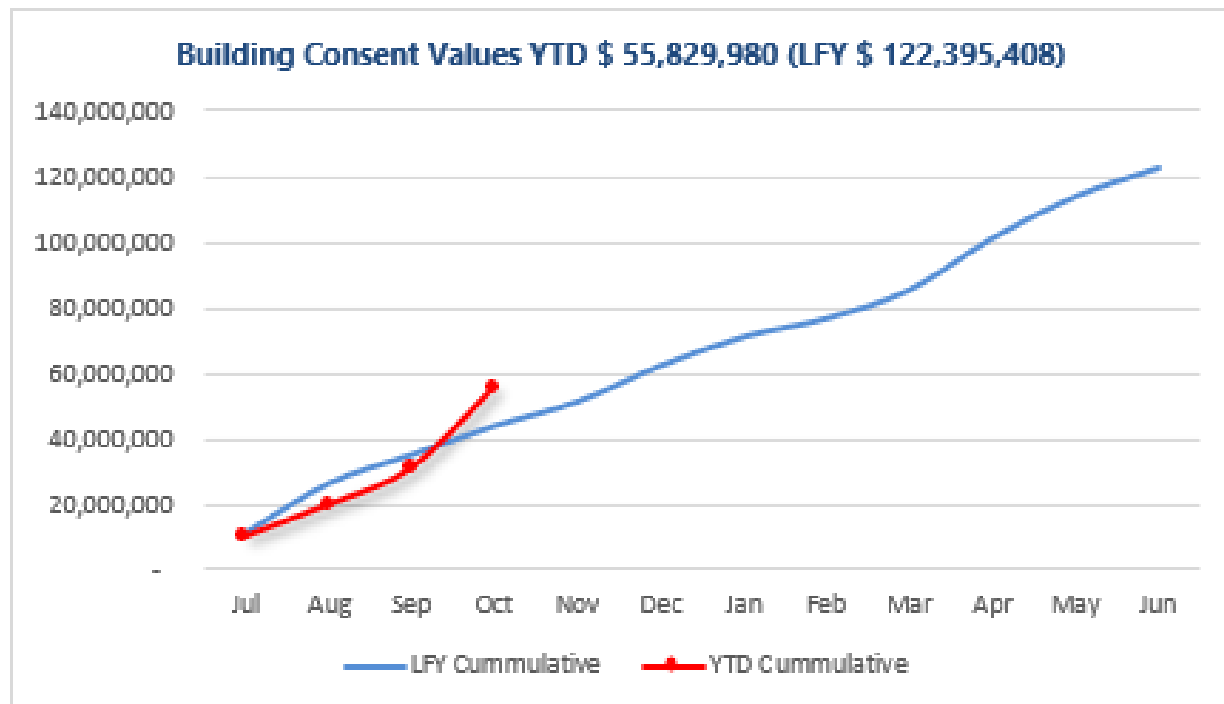
Next quarter			
MCP – Coastal Walkway Stage 2	tbc	Open Market PQM	Scope of work has changed to include carpark. Now going to the market.
Chases Gorge Stormwater Improvements	\$200k	Open Market PQM	Tendered in one section.
Mangawhai Waste Treatment Plant – Balancing Tank	\$1.5m	ROI October	
Eveline Street Stormwater	\$150k	Open Market PQM	
3 Waters Reform – Panel - Ruawai watermain renewals Maungaturoto raw watermain renewal Hurndall Street watermain renewal Maungaturoto truck filler; Dargaville, Kaiawaka and Mangawhai WW renewals.	\$4m	Closed Panel	Proposed Panel to be established– Ventia, Forte and United Civil. To be confirmed.
Maungaturoto reservoir replacement	\$500k	Direct	Timbertank (To be confirmed).
3 to 12 months			
Bridge Replacement and Renewals	\$1.2m		
MCP Future Packages	\$15.5m		

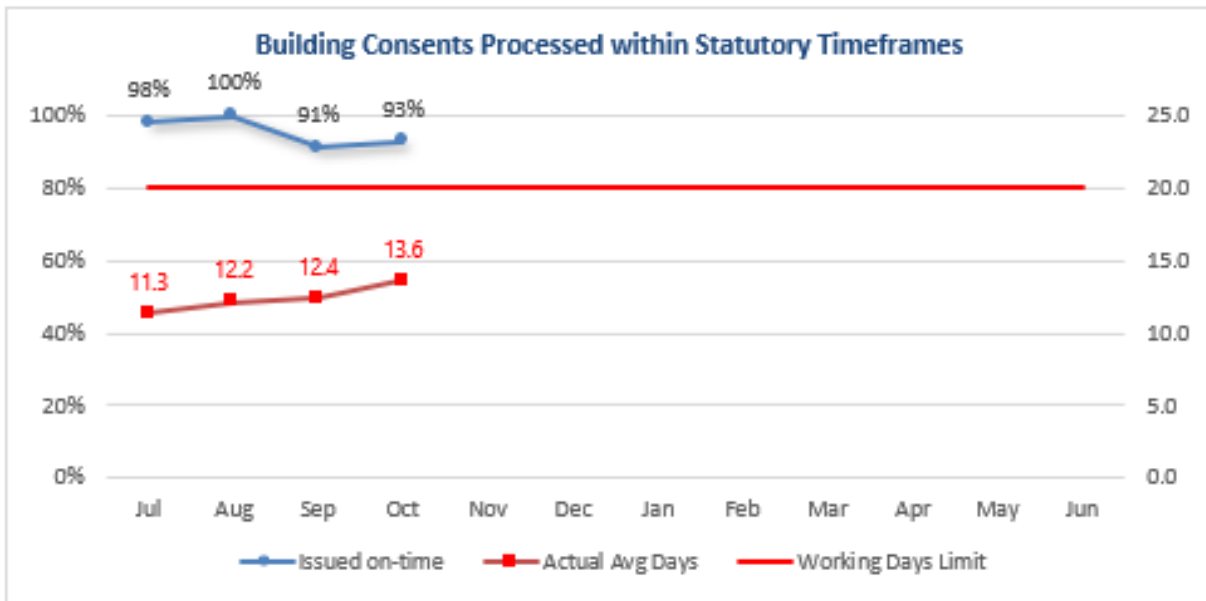
Building and Resource Consents



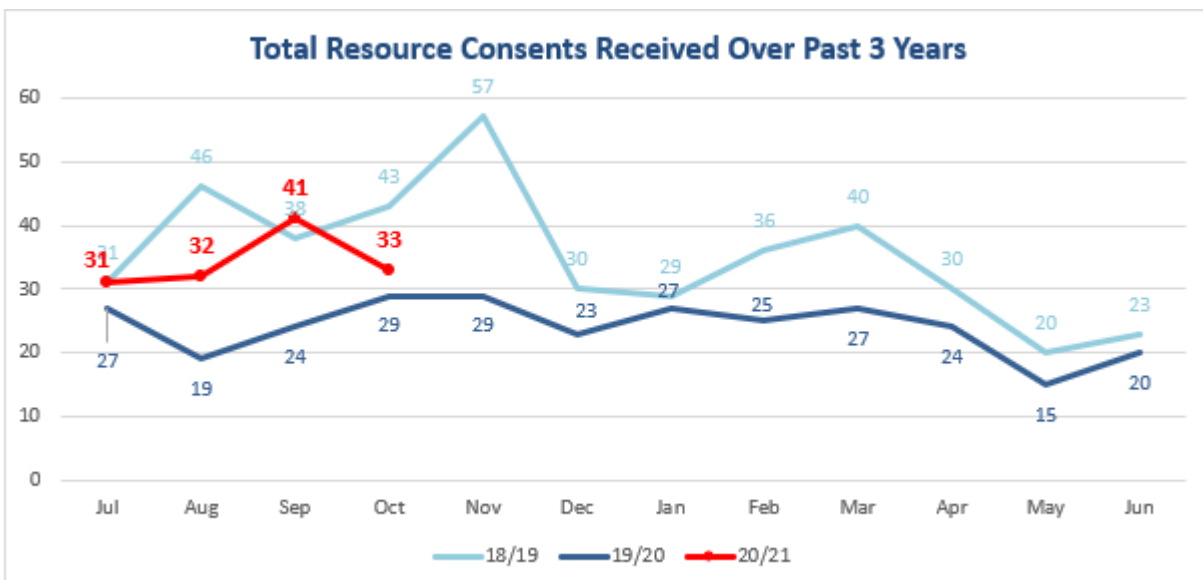
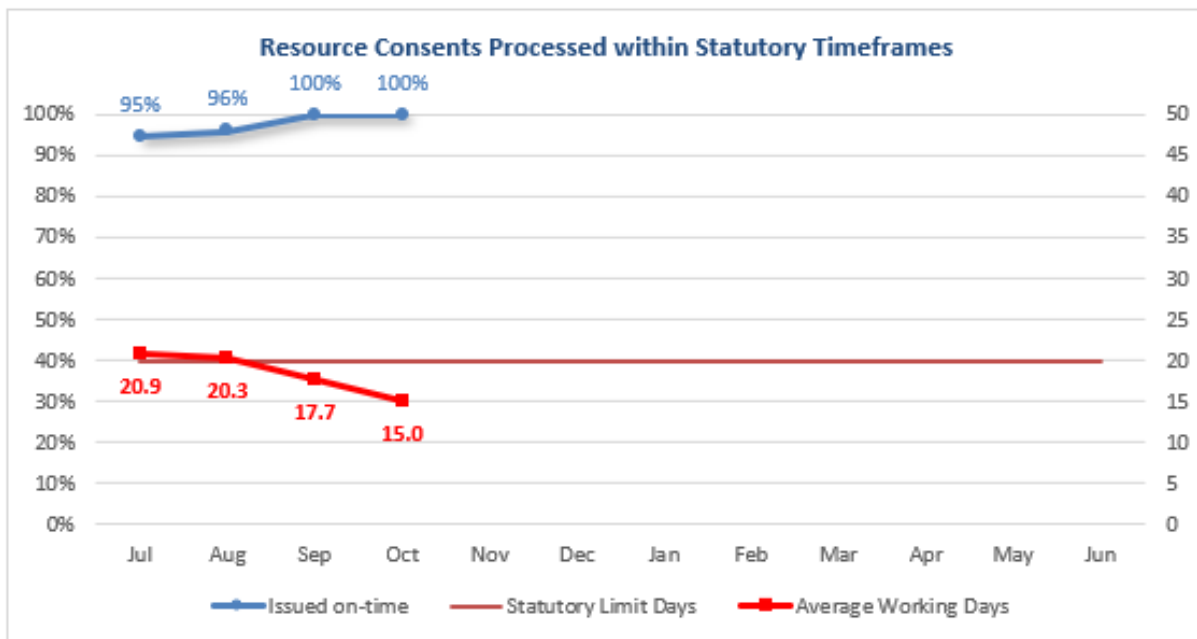
Building Consent Values YTD \$ 55,829,980 (LFY \$ 122,395,408)

Month	Commercial	Other	New & Relocates	Mangawhai Value of New & Relocates	Total	YTD Cumulative
Jul	64,000	2,202,833	7,899,113	5,534,113	10,165,946	10,165,946
Aug	50,000	2,725,551	6,760,500	5,740,500	9,536,051	19,701,997
Sep	960,000	1,062,757	9,087,423	5,909,243	11,110,180	30,812,177
Oct	7,144,500	2,567,683	14,958,620	9,006,700	24,670,803	55,482,980
Nov						
Dec						
Jan						
Feb						
Mar						
Apr						
May						
Jun						
YTD BC Values	8,218,500	8,558,824	38,705,656	26,190,556	55,482,980	





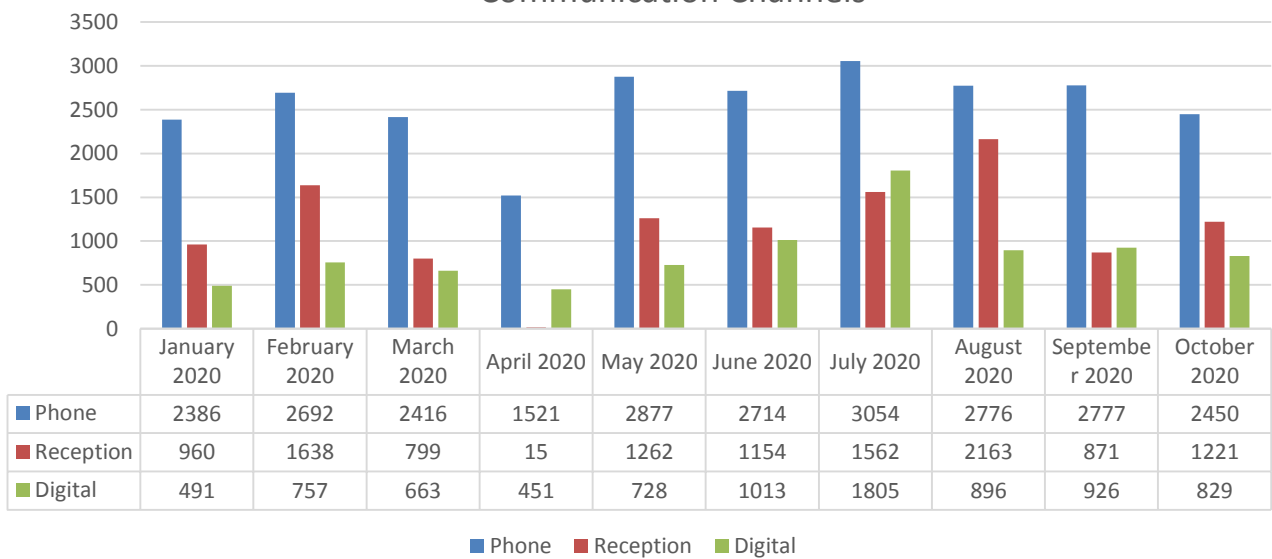
Building consent target of 100% was not met for October 2020 with 2 x Building Consents issued on day 21 and 2 issued on day 27 due to late processing as a result of resourcing constraints.



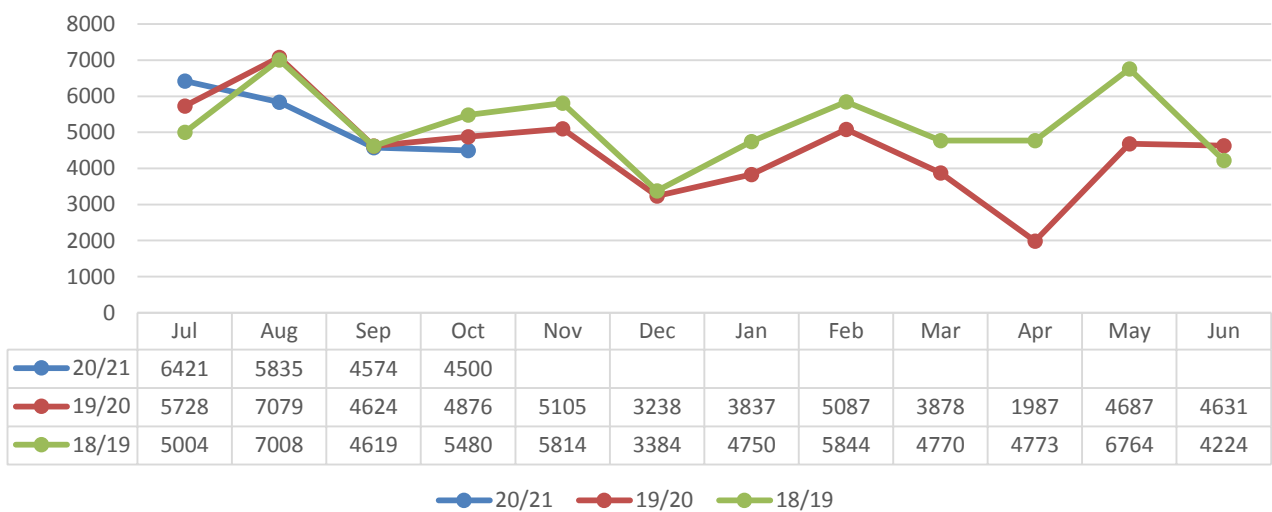
Customer Services – September 2020

Total Customer interactions	Digital	Reception	Total Calls	Average Speed Answer (sec)	Average call abandonment (%)	Calls FTE
4500	829	1221	2450	88	13	2.08

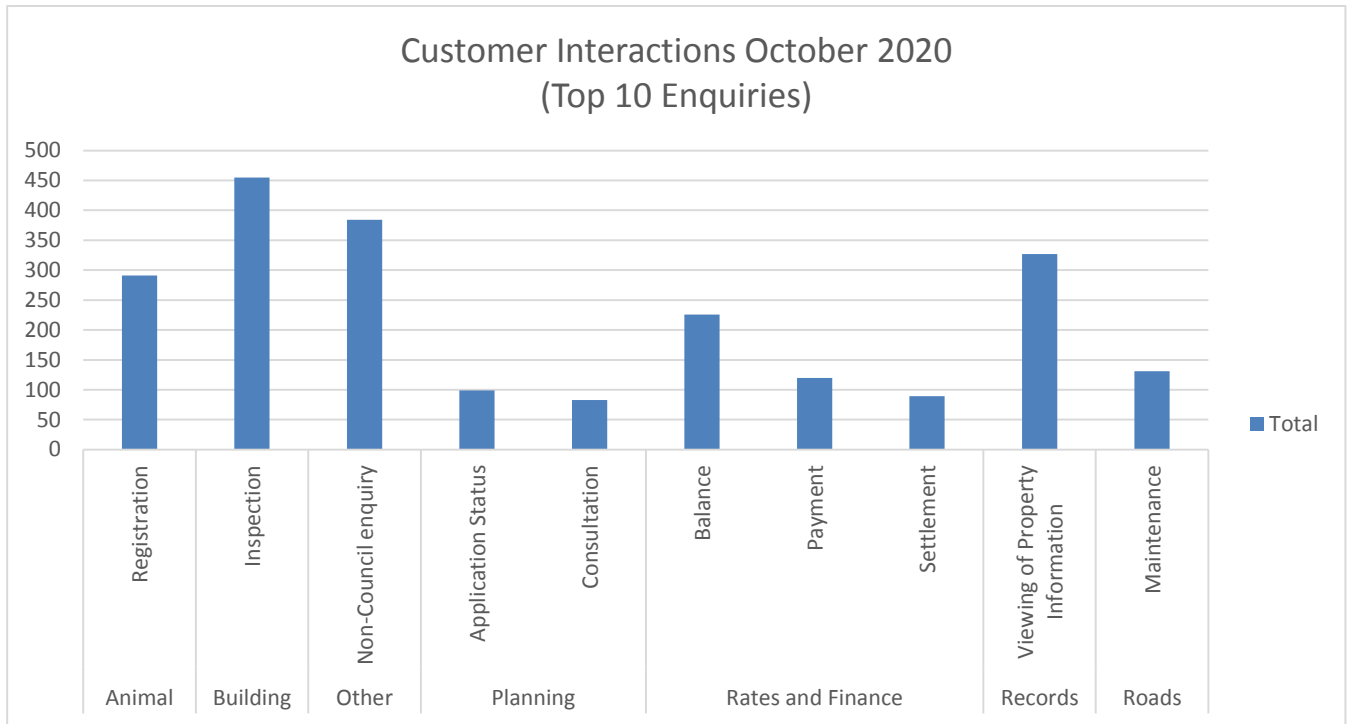
Customer Interactions 2020
Communication Channels



Customer Interactions Received Over Past 3 years



* Digital – Email, Website, Social media



* Other – FENZ, NZTA, NRC, Utility Companies



Quarterly Performance Measures Report

First Quarter Ending 30 September 2020

Quarterly Strategic and Performance Measures – for the first quarter ending 30 September 2020

1	Introduction -	2
2	Performance Measures - Report by Activity	3
	The provision of roads and footpaths	3
	Water supply	8
	Stormwater drainage	10
	Sewerage and the treatment and disposal of sewage	13
	Flood protection and control works	16
	Solid waste	20
	Community activities	20
	District leadership	23
	Regulatory management	25

1 Introduction

Performance measures are set once every three years at the long term planning stage. This is an agreement Council makes to the community that will ensure we are delivering what we said we would. The measures are a combination of important community feedback on our level of service that is gathered from an annual survey, as well as our hard measures using number and percentage targets e.g. zero road fatalities.

Some of the measures are based on levels of service and are applicable until the next Long Term Plan (LTP) is adopted, while others are based on statutory obligations.




Within the performance section there are 63 measures. 17 of these measures will only be available at the end of the financial year and will be reported in the 2020/21 Annual Report. Of the 46 measures remaining, 40/41 (...%) were achieved. Green is either achieved or on target to be achieved by the end of the financial year. Amber is looking like it may not be achieved. Red is not achieved or highly unlikely to be achieved. There are 5 (...%) measures recording amber and zero recording red.

The LTP 2018/2028 bases the measures on an annual target. The Performance Report measures progress quarterly. July to September represents the first quarter and also the year to date.

A summary of the 'not achieved' measures to date is as follows:

Resource consenting	1	Environmental Health	1	Building	1	Roads and Footpaths	1
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A coloured circle in the year to date column indicates progress. The key to the traffic lights is as follows:

	Favourable or achieved		Unfavourable – looking like it may not be achieved		Unfavourable –not achieved
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Customer satisfaction results are obtained through Key Research's Customer Perceptions Survey, which is undertaken on three occasions throughout the year. In the report there are several measures relating to the survey. Results from the first wave of the survey are due at the end of November and will be included in the second quarterly performance measures report.

The provision of roads and footpaths


Community Outcomes

- Council wants to work with the people of Kaipara to make it a place where it's easy to live, easy to do business, easy to join in and to enjoy nature;
- Passable roads connect people to each other, to services and allow businesses to operate; and
- Prioritisation of work programmes are influenced through best meeting the needs of Kaipara communities, and alignment with the NZTA and the Government Policy Statement for Transport.



1.0	The provision of roads and footpaths	LTP Year 3 Target 2020/2021	Current Performance	Year to date	Comments
	MEASURED BY				
Safety The transportation network is designed and managed for safe use with low crash and injury rates.					
1.1	<i>There are no fatalities and serious injury crashes on the local network that are directly attributable to road condition.</i>	0	0	0 	1 serious accident has occurred so far this year but it was not a result of road conditions.
1.2	<i>The change from the previous financial year in the number of fatalities and serious injury crashes on the local road network.</i>	≤10	0	0 	No fatalities to date.
Road Condition (Smoothness) The average quality of ride on a sealed local road network, measured by smooth travel exposure.					
1.3	<i>The average quality of ride, measured by smooth travel exposure within the following range.</i>	≥90	NA	NA	Report run at the end of year from NZTA data.
1.4	<i>The percentage of the sealed local road network that is resurfaced.</i>	>6.7%	NA	NA	Programme not started as the road sealing season begins in Q2.
Maintenance of the sealed local network					
1.5	<i>Measured by the actual spent to budget percentage for the surfacing renewal budget</i>	>95% - <103%	NA	NA	Programme not started as the road sealing season begins in Q2.
Maintenance of the unsealed local network					
1.6	<i>The length of the unsealed local network that is graded for:</i> Secondary collector road Access road Access (low volume) road	140km min 1,200km min	53.307 256.043	 53.307 256.043	On target to deliver grading as per the maintenance contract requirements.

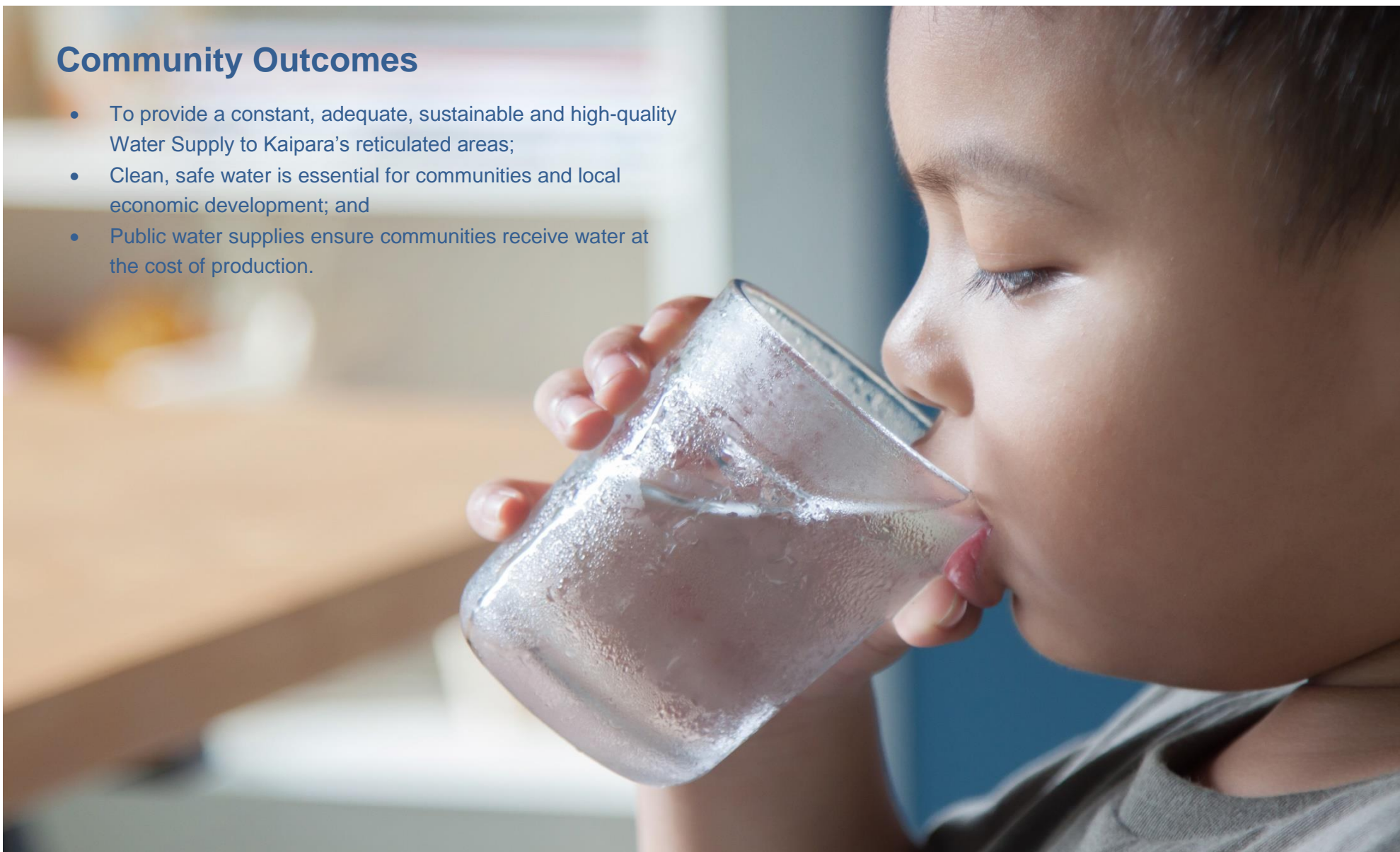
1.0	The provision of roads and footpaths	LTP Year 3 Target 2020/2021	Current Performance	Year to date	Comments
	MEASURED BY				
		750km min	334.132	334.132	






Maintenance of the unsealed local network					
Execution of capital works programme					
1.7	<i>Maximum uptake, within the three-year planning programme, of the approved NZTA budget for Kaipara district, provided Council can also fund the local share.</i>	≥95%	13.5%	13.5% 	Full uptake of NZTA approved funding has occurred over the previous two financial years. Year 3 NZTA approved amount is \$33,167,595. Spend to date is \$4,476,757.
Footpaths					
The percentage of footpaths within the district that fall within the Level of Service as determined by the condition rating (facilities are up to date, in good condition and 'fit for purpose'.)					
1.8	<i>Percentage of residents who are satisfied with footpaths</i>	73%	N/A	N/A	No survey results received this quarter.
Response to service requests					
1.9	<i>The percentage of customer service requests relating to roads and footpaths to which the Council responds within the specified timeframe of two working days.</i>	90%	98.97%	98.97%	Achieved



Water supply

Community Outcomes

- To provide a constant, adequate, sustainable and high-quality Water Supply to Kaipara's reticulated areas;
- Clean, safe water is essential for communities and local economic development; and
- Public water supplies ensure communities receive water at the cost of production.



2.0	Water supply	LTP Year 3 Target 2020/2021	Current Performance	Year to date	Comments
	MEASURED BY				
Fault Response Times					
Where Council attends a callout in response to a fault or unplanned interruption to its networked reticulation system.					
2.1	<i>The median response time for attendance of urgent callouts: from the time that the local authority receives notification to the time that service personnel reach the site.</i>	<2 hours	0	0 	No urgent call outs this quarter.
2.2	<i>The median response time for resolution of urgent callouts: from the time that the local authority receives notification to the time that service personnel confirm resolution of the fault or interruption.</i>	<48 hours	0	0 	No urgent call outs this quarter.
2.3	<i>The median response time for attendance of non-urgent callouts: from the time that the local authority receives notification to the time that service personnel reach the site.</i>	<3 hours	1 hour 2 minutes	1 hour 2 minutes 	Achieved
2.4	<i>The median response time for resolution of non-urgent callouts: from the time that the local authority receives notification to the time that service personnel confirm resolution of the fault or interruption.</i>	≤3 days	1 hour 30 minutes	1 hour 30 minutes 	Achieved
Customer Satisfaction					
The total number of water supply complaints received by Council.					
2.5	<i>The total number of complaints for the district received by Council about drinking water. clarity, odour, taste, pressure or flow and continuity of supply, Expressed per 1,000 water connections</i>	≤38	6.1	6.1 	Achieved. Based on 22 complaints and 3600 Water connections.

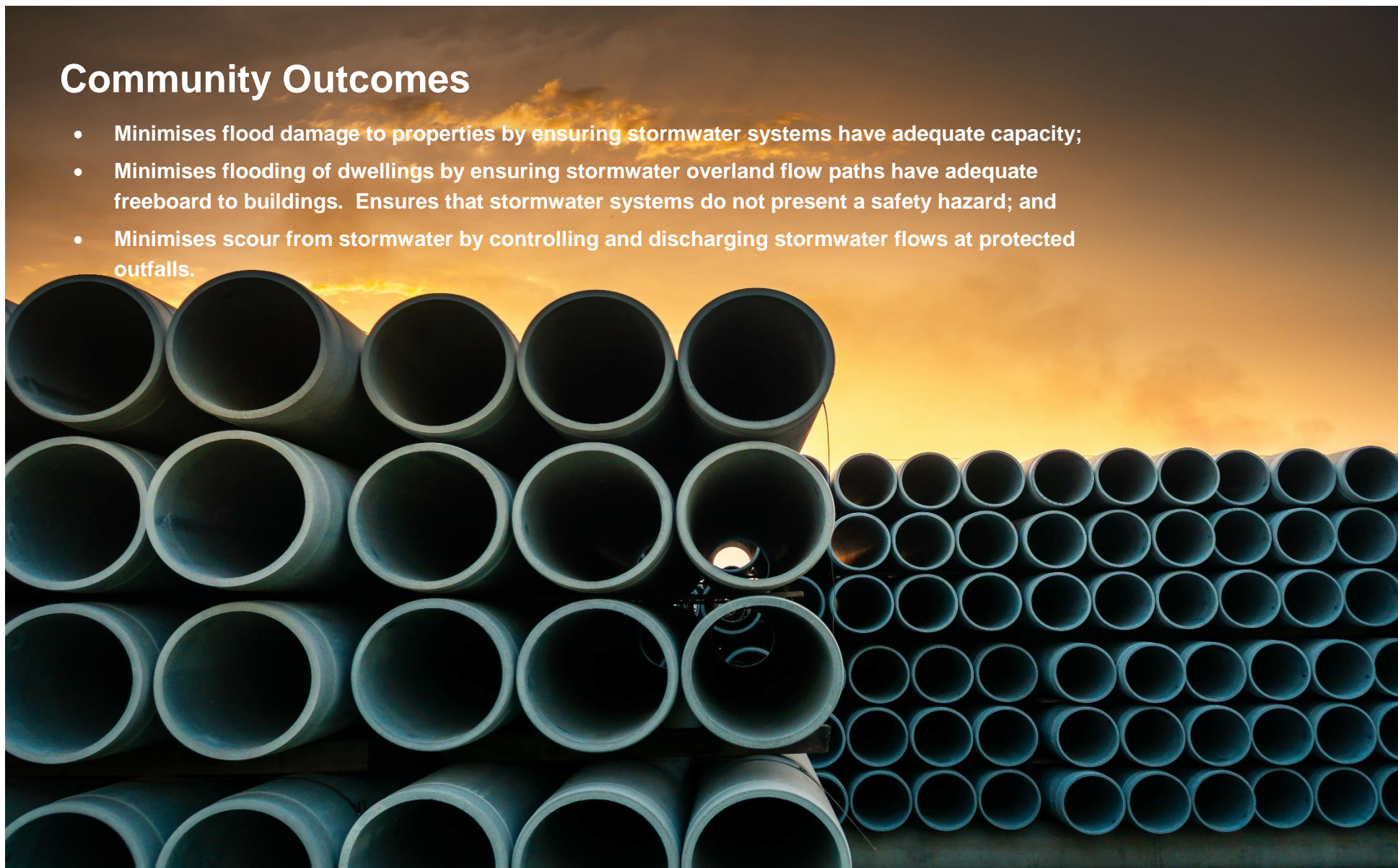
2.0	Water supply MEASURED BY	LTP Year 3 Target 2020/2021	Current Performance	Year to date	Comments
2.6	Total number of complaints received by Council about Council's response to any of these issues. Expressed per 1,000 water connections	≤38	0.6	0.6 	Achieved. Based on 2 complaints and 3600 Water connections.
Demand Management					
2.7	The average consumption of drinking water per day per resident within Kaipara District = Billed metered Consumption (m ³) x 1,000 Number of connections x 365 x 2.5 (occupancy rate).	Dargaville 275 Maungaturoto 340 Ruawai 130 Glinks Gully 52 Mangawhai 230	N/A	N/A	The results will be available at year end following the annual water reads.
2.8	Water take consents.	100% compliance with NRC water take consents	100%	100% 	There has been no evidence to suggest otherwise. Can be verified through the NRC.
2.9	Major capital projects are completed within budget	Achieved	Achieved	61.52%	Pending year end completion.
Safety of drinking water in accordance with NZDWS (bacteria compliance criteria)					
2.10	The extent to which Council's drinking water supply complies with part 4 of the NZDWS (bacteria compliance criteria).	Dargaville Maungaturoto Ruawai Mangawhai Glinks Gully	N/A	N/A	The annual compliance report from the NDHB will arrive in November 2020,






2.0	Water supply MEASURED BY	LTP Year 3 Target 2020/2021	Current Performance	Year to date	Comments
2.11	<i>The extent to which Council's drinking water supply complies with part 5 of the NZDWS (protozoal compliance criteria)</i>	Dargaville, Maungaturoto Ruawai, Glinks Gully and Mangawhai	N/A	N/A	The annual compliance report from the NDHB will arrive in November 2020,
2.12	<i>The percentage of real water loss from our networked reticulation system (average for total network of all schemes). Real water loss is calculated by subtracting the meter readings and 'other components' from the total water supplied to the networked reticulation system</i>	≤ 28%	N/A	N/A	The results will be available at year end following the annual water reads.



Stormwater drainage

Community Outcomes

- Minimises flood damage to properties by ensuring stormwater systems have adequate capacity;
- Minimises flooding of dwellings by ensuring stormwater overland flow paths have adequate freeboard to buildings. Ensures that stormwater systems do not present a safety hazard; and
- Minimises scour from stormwater by controlling and discharging stormwater flows at protected outfalls.



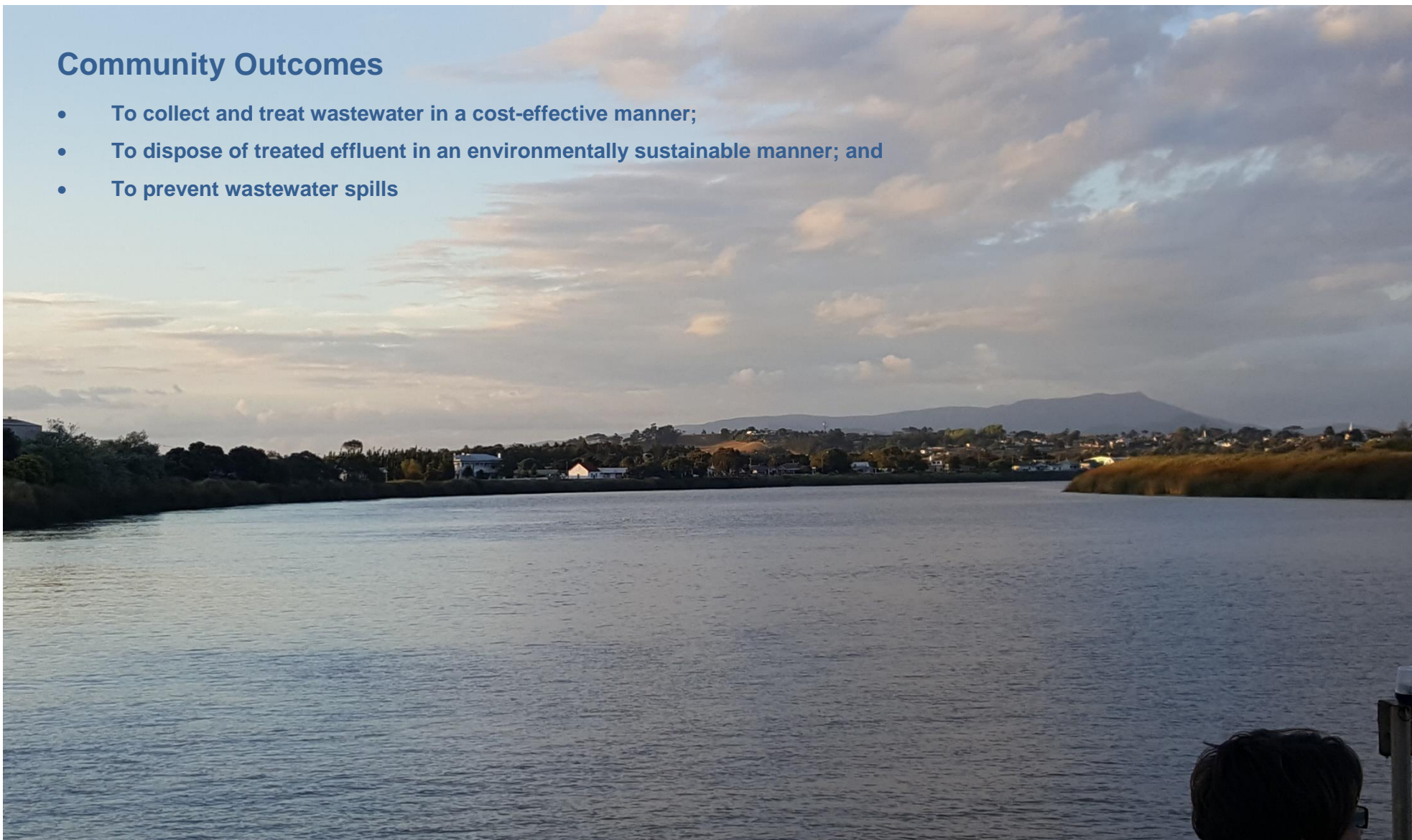
3.0	Stormwater drainage	LTP Year 3 Target 2020/2021	Current Performance	Year to date	Comments
	MEASURED BY				
System adequacy To provide stormwater drainage systems in urban areas with the capacity to drain water from normal rainfall events and cope with a 1 in 10-year rain event.					
3.1	<i>For the flooding event, the number of habitable floors affected. (Expressed per 1,000 properties connected to the Council's stormwater system).</i>	<10	0	0 	No habitable floors affected during the reporting period.
Discharge compliance Compliance with Council's resource consents for discharge from its stormwater system.					
3.2	<i>The number of abatement notices received by Council in relation to those resource consents.</i>	0	0	0 	Achieved. No abatement notices recieved this quarter.
3.3	<i>The number of infringement notices received by Council in relation to those resource consents.</i>	0	0	0 	Achieved. No abatement notices recieved this quarter.
3.4	<i>The number of enforcement orders received by Council in relation to those Resource Consents.</i>	0	0	0 	Achieved. No abatement notices recieved this quarter.
3.5	<i>The number of convictions received by Council in relation to those Resource Consents.</i>	0	0	0 	Achieved. No abatement notices recieved this quarter.
Response times The median response time to attend to a flooding event.					





3.0	Stormwater drainage	LTP Year 3 Target 2020/2021	Current Performance	Year to date	Comments
	MEASURED BY				
3.6	<i>The time from when Council receives notification to the time that service personnel reach the site.</i>	<2 hours for urgent events	0	0 	Achieved
Customer satisfaction The total number of stormwater system complaints received by Council.					
3.7	<i>The number of complaints received by Council about the performance of its stormwater system, expressed per year.</i>	≤18	5	5 	Achieved





Sewerage and the treatment and disposal of sewage

Community Outcomes

- To collect and treat wastewater in a cost-effective manner;
- To dispose of treated effluent in an environmentally sustainable manner; and
- To prevent wastewater spills



4.0	Sewerage and the treatment and disposal of sewage	LTP Year 3 Target 2020/2021	Current Performance	Year to date	Comments
	MEASURED BY				
System and adequacy Legal compliance with all resource consents for discharges into the environment from Council systems. The exception provided for in the consent is severe weather events and power failure.					
4.1	<i>The number of dry weather sewage overflows from Council's sewerage system, expressed per 1,000 sewerage connections to that sewerage system.</i>	<1	0.7	0.7 	Achieved. Based on 4 dry weather overflows and 5630 wastewater connections
Discharge compliance Compliance with the Council's resource consents for discharge from its sewerage system.					
4.2	<i>The number of abatement notices, infringement notices, enforcement orders and convictions received by Council in relation to its resource consents for discharge from its sewerage systems.</i>	0	0	0 	Achieved. This can be verified through the Northland Regional Council.
Fault response times Where Council attends to sewage overflows resulting from a blockage or other fault in Council's sewerage system.					
4.3	<i>Attendance time: from the time that Council receives notification to the time that service personnel reach the site.</i>	<2 hours	49 mins	49 mins 	Achieved.
4.4	<i>Resolution time: from the time that Council receives notification to the time that service personnel confirm resolution of the blockage or other fault.</i>	≤48 hours	3 hours	3 hours 	Achieved.

4.0	Sewerage and the treatment and disposal of sewage	LTP Year 3 Target 2020/2021	Current Performance	Year to date	Comments
	MEASURED BY				
Customer satisfaction					
The total number of sewerage system complaints received by Council.					
4.5	<i>The total number of complaints received by Council about sewage odour. Expressed per 1,000 sewerage connections to that sewerage system.</i>	<10	0.7	0.7 	Achieved. Based on 4 odour complaints for the quarter and 5630 wastewater connections.
4.6	<i>The total number of complaints received by Council about sewerage system faults, eg blockages, breaks etc. Expressed per 1,000 sewerage connections to that sewerage system.</i>	<27	6.4	6.4 	Achieved. Based on 36 (faults 24, blockages 12) complaints for the quarter and 5630 wastewater connections.
4.7	<i>The total number of complaints received by Council about sewerage system. Expressed per 1,000 sewerage connections to that sewerage system.</i>	<50	7.1	7.1 	Achieved. Based on 40 complaints in total for the quarter and 5630 wastewater connections.
4.8	<i>Major capital projects are completed within budget</i>	Achieved	Achieved	26.83% 	Pending year end completion.

Flood protection and control works

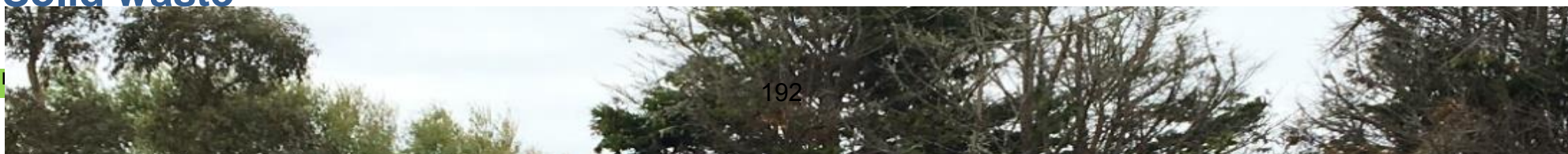
Community Outcomes



- Minimise flooding of property through efficient land drainage practices;
- Ensure drainage paths and floodgates that are registered remain clear and unobstructed as designed. Ensure that land drainage systems do not present a safety hazard;
- Minimise flood damage to properties by ensuring land drainage systems have adequate capacity; and
- Control flooding and flow of stormwater into the receiving environment, whilst protecting local interests.



5.0	Flood protection and control works	LTP Year 3 Target 2020/2021	Current Performance	Year to date	Comments
	MEASURED BY				
Monitor drainage of rivers and streams, ensure minimal flood risk and coast erosion to the community					
5.1	<i>The number of flood events not contained by the drainage district scheme</i>	0	0	0 ●	There were no flood events that were not contained, within the reporting period.
5.2	<i>Service requests for additional cleaning of drains, ie missed by the monitoring and maintenance programmes.</i>	<5 requests per year	1	1 ●	Achieved
5.3	<i>Biannual inspection of our drainage network to ensure it can contain a 1 in 5-year flood.</i>	Twice yearly inspections	N/A	N/A	The first of the drainage inspections are due to be completed this summer.
5.4	<i>Targeted maintenance of the stop bank system in the Raupo Drainage District to prevent tidal flows from inundating private property during high tide and/or when the river is in flood.</i>	Minimum yearly inspections and targeted maintenance completed	Minimum yearly inspections and targeted maintenance completed	Minimum yearly inspections and targeted maintenance completed ●	All completed in line with the Raupo Committee management of the scheme.

Solid waste







6.0	Solid waste <small>MEASURED BY</small>	LTP Year 3 Target 2020/2021	Current Performance	Year to date	Comments
Reliability To provide regular community kerbside collections.					
6.1	<i>Percentage of residents who are very satisfied or satisfied with waste management.</i>	75%	N/A	N/A	No survey results received this quarter.
To encourage recycling and reduction of waste to landfill.					
6.2	<i>Total amount of recycling (diverted from landfill) as a percentage of total waste collected.</i>	1% more than previous year	34%	34% 	Achieved. Last years year to date was 25%.
6.3	<i>Closed landfill activities meet legislative compliance. No resource consent abatement notices, infringement notices, enforcement orders or convictions.</i>	0	0	0 	Achieved

Community activities

Community Outcomes

- Sustainable economy;
- Strong communities;
- Safety and good quality of life; and
- Special character and health environment



7.0	Community activities	LTP Year 3 Target 2020/2021	Current Performance	Year to date	Comments
	MEASURED BY				
Community Housing					
Quality: Affordability to provide housing suitable for members of the community who have difficulty providing it themselves.					
7.1	Net cost to ratepayers for Council's community housing services.	Zero	Zero	Zero 	Achieved and on track.
7.2	Annual occupancy rate.	90%	98%	98% 	Achieved with only one unit vacant during this quarter.
Reserves and Open Space					
Open spaces, linkages and facilities to promote community well-being and enjoyment.					
7.3	Percentage of residents who are very/fairly satisfied with their local parks and sports fields.	87%	N/A	N/A	No survey results received this quarter.
7.4	Percentage of residents who are very/fairly satisfied with the district's public toilets	≥70%	N/A	N/A	No survey results received this quarter.
7.5	Parks maintenance contract: a safe working environment is provided for those delivering the service, number of health and safety audits per month	Contractor: 4 per month Council: 1 per month	July 4 August 4 September 4 July 2 August 1 September 1	12  4	Achieved Achieved
7.6	Compliance with parks maintenance contract specifications – monthly audits	90%	July 98% achieved	93% 	Overall percentage achieved but garden maintenance is letting the


7.0	Community activities MEASURED BY	LTP Year 3 Target 2020/2021	Current Performance	Year to date	Comments
			August 87% Not achieved September 95% Achieved		contractors down. This has been discussed with them.
Libraries					
7.7	<i>Percentage of library users who are very satisfied or satisfied with the district's library services</i>	85%	N/A	N/A	No survey results received this quarter.

District leadership

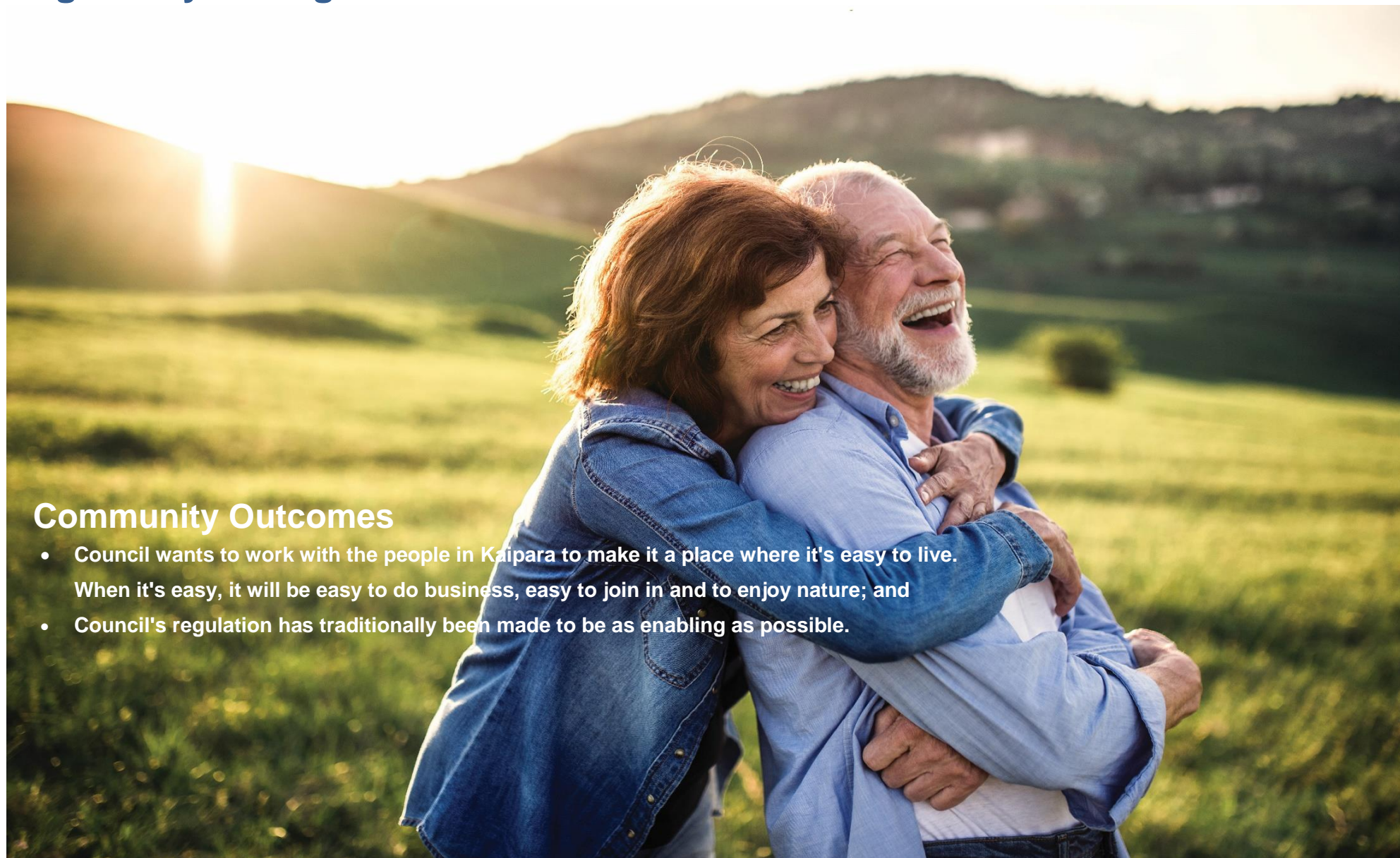
Community Outcomes

- Provides regular, timely, transparent and accessible communication along with clear and simple procedures;
- Enables commercial and industrial development to occur without undue restrictions;
- Encourages communities to work together in moving forward by actively providing various methods of support;
- Provides the community with the opportunity to be involved in decisions which affect them;
- Provides support to the business community to develop;
- Reflects the Kaipara culture with a small, friendly, approachable organisation which tailors' services to cater for Kaipara's unique needs;
- Provides a development framework while safeguarding the environment; and
- Economic growth enables improved social conditions.






8.0	District leadership	LTP Year 3 Target 2020/2021	Current Performance	Year to date	Comments
	MEASURED BY				
Governance					
Compliance with legal requirements around formal meetings of Council and its Committees.					
8.1	<i>Percentage of residents that are very/fairly satisfied with how rates are spent on services and facilities provided by Council</i>	70%	N/A	N/A	No survey results received this quarter.
8.2	<i>Long Term Plan, Annual Plan and Annual Reports will be adopted within timeframes set in the Local Government Act 2002.</i>	Compliant	Compliant	Compliant 	Annual Report is due for adoption in December which will meet our updated statutory obligations as a result of the Covid-19 pandemic.
Civil Defence Management					
8.3	<i>Conduct Civil Defence training exercises.</i>	1 per year	Not yet conducted	Not yet conducted	An exercise is planned for early 2021.




Regulatory management






Community Outcomes

- Council wants to work with the people in Kaipara to make it a place where it's easy to live. When it's easy, it will be easy to do business, easy to join in and to enjoy nature; and
- Council's regulation has traditionally been made to be as enabling as possible.

9.0	Regulatory management <small>MEASURED BY</small>	LTP Year 3 Target 2020/2021	Current Performance	Year to date	Comments
Building Control Inspections, Compliance and Enforcement Ensure effective response to customer enquiries about building standards.					
9.1	<i>Percentage of building control customers who rate request for service responses as very satisfied or satisfied</i>	77%	N/A	N/A	No survey results received this quarter.
Responsiveness To process applications within statutory timeframes.					
9.2	<i>Percentage of Building Consents (BC) processed within 20 working days.</i>	100%	96.3%	96.3% 	4 applications over the quarter were subject to specialist input (i.e. engineering reviews).
Quality Monitoring of BC applications and inspections to ensure projects comply with New Zealand Building Code.					
9.3	<i>Illegal activity/unauthorised work complaints investigated within three working days.</i>	94%	100%	100% 	All service requests responded to within the allocated time frame.
Resource Consents, Monitoring and Enforcement Ensure effective response to customer enquiries about District Plan/Resource Consent requirements.					
Responsiveness: To process applications in accordance with statutory timeframes.					
9.4	<i>Percentage of non-notified Resource Consents processed within 20 working days.</i>	100%	97%	97% 	Not achieved due to complexity of applications, internal staff vacancies and

9.0	Regulatory management <small>MEASURED BY</small>	LTP Year 3 Target 2020/2021	Current Performance	Year to date	Comments
					Covid. This is an improvement from last years 82% overall result.
9.5	<i>Percentage of Land Information Memoranda (LIM) processed within 10 working days.</i>	100%	100%	100% 	Achieved. 175 LIM's processed this quarter with an average processing time of 5 days.
Resolving of complaints concerning breaches of conditions of Resource Consent and other non-compliance with the District Plan.					
9.6	<i>Percentage of resource consent complaints regarding unconsented works and non-compliance with the District Plan and Resource Consent investigated within five working days.</i>	94%	100%	100% 	Achieved. 15 complaints investigated within 5 working days.
9.7	<i>Percentage of all new granted Resource Consents are audited each year to ensure they comply with relevant conditions.</i>	25%	35%	35% 	Achieved. Due to the way monitoring is conducted there is always a one month lag time. Monitoring undertaken during the period 1 July – 30 September is reported for consents granted during 1 June – 31 August 2020. There were 46 consents for the period 1 June – 31 August 2020. 20 of the 46

9.0	Regulatory management MEASURED BY	LTP Year 3 Target 2020/2021	Current Performance	Year to date	Comments
					consents required monitoring. Of the 20, 16 of these were completed.
9.8	Percentage of s224(c) certificates for new land titles processed within 10 working days -	99%	100%	100% 	Achieved.
Environmental Health					
Health and Safety Customer Service: Regulate commercial operations to protect public health					
9.9	Percentage of food premises inspected at least once per year.	100%	100%	100% 	33 food premises have been verified in accordance with the verification frequency for this quarter.
9.10	Percentage of alcohol premises inspected at least once per year.	100%	20%	20% 	On schedule to meet the target number of 75 annual premises. 15 of the premises have been completed for this quarter .

Resolutions Register update November 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. September update - Meeting was held on 22 September 2020 to conclude matters. Alternative design is being priced and if landowner is willing to cover the cost then this will be constructed. If not, the planned replacement will be constructed.
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	GM T&E GM SGI GM IS	Completed	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. Briefing held 14 October and guidance provided that will use loans and general rates in some cases where FCs not available. Use of MCP differential to cease subject to consultation with public.

Ref	Meeting Date	Item Number	Item Name	Resolution	Assigned	Status	Comments
				there will be sufficient funding for their capital works programmes			
4		5.1.7	Issues and Options: Mangawhai Community Wastewater Scheme	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	GM IS	In Progress	<p>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).</p> <p>The preferred long term disposal option in the Draft Infrastructure Strategy is to continue disposal to land through increased efficiencies and disposal to land options.</p> <p>September 2020 update – Council has approved the development of the retention/CASS tank. This will be taken as part of the Do Minimum assumption for disposal options.</p> <p>Disposal options to adjacent land, including the golf course, will now be developed and costed for inclusion in the LTP.</p> <p>The MCWS AMP will be presented to Council in early 2021 with confirmation of the preferred option and recommendation to Council for approval.</p>
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.</p> <p>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	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	GM IS	In Progress	<p>See Ref 1</p> <p>Notification of Council's intention to complete the work in accordance with Land Drainage Act has been made. Meeting with landowner 23/09/20.</p>

Ref	Meeting Date	Item Number	Item Name	Resolution	Assigned	Status	Comments
				<p>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> <p>b) \$50,000 from Management services (identified to start hydraulic modelling);</p> <p>c) \$42,000 from the stopbank maintenance budget</p> <p>5 Resolves to approve an additional Raupo Drainage District capital budget of \$45,000 to be loan funded</p>			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.
7	27/06/2019	4.4	Policy on Dogs and Dog Management Bylaw 2019 – Adoption	<p>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</p> <p>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</p>	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 was 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	<p>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</p> <p>b) Requests the Chief Executive review the Development Contributions Policy for consistent approaches for both first response services; and community organisations</p>	GM SGI	In Progress	<p>Fire Service has been contacted and understands it can apply for grants.</p> <p>Review of Development Contributions will be part of the 2021/2031 Long Term Plan process.</p>
10	27/11/2019	5.7	Partial Road Stopping & Disposal – 35d Taranga View Road, Mangawhai	<p>a) Agrees that the subject land is not required for further public works.</p> <p>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.</p> <p>c) Requests Council staff seek an appropriate bond from the Applicant to cover initial Council processing costs and commence LGA stopping process</p>	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
				<p>d) Confirms that the applicant is to meet all costs involved with road stopping application.</p> <p>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;</p> <p>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.</p> <p>ii. Approve the disposal of the (subject land) to the Owners of 35d Taranga View Road subject to a successful road stopping process.</p> <p>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.</p>			
11	26/02/2020	4.5	Kaihu raw water supply	<p>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.</p> <p>b) Notes that statutory land charge will not be required where the land is Maori land.</p>	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. Likely to only be two residents that don't sign as there are issues
12	29/04/2020	4.4	Adoption of Statement of Proposal for draft Consolidated General Bylaw 2020	<p>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.</p> <p>b) Delegates the Chief Executive and the Mayor the authority to make editorial changes.</p> <p>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.</p>	GM T&E	Completed	The Bylaw was adopted at the October Council meeting.
13		4.6	Extension of Wastewater System to Spring Street	a) Approves, in principle, the extension of the Dargaville Wastewater Scheme (DWWS) to include the Springs Street residential area and for engagement and preparatory works to be continued in the 2020/21 financial year.	GM IS	In Progress	Project team and brief to be established and executed in July 2020
14	24/06/2020	4.1	Long Term Plan 2021/2031: Vision and Community Outcomes	<p>a) Adopts the Vision, Mission and Community Outcomes (located at Attachment A) for inclusion in the 2021/31 Long Term Plan.</p> <p>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.</p>	GM T&E	In Progress	All LTP preparation and planning work will be aligned to the vision, mission and outcomes.

Ref	Meeting Date	Item Number	Item Name	Resolution	Assigned	Status	Comments
15	01/07/2020	2.1	Rotu intake slip repair	<p>a) Approves a total budget of \$665,280 which includes \$90,480 for Contingency, Project Management and Monitoring, Surveillance and Quality Assurance (MSQA).</p> <p>b) Approves the award of the Rotu Intake Slip Repair Contract to United Civil Limited for \$574,799.99 plus GST.</p> <p>c) Approves the additional expenditure</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>f) Delegates the Chief Executive to inform United Civil of the Council decision and execute the contract.</p>	GM IS	In Progress	<p>Site has been established and works have commenced.</p> <p>September 2020 Update - Project not funded as part of the 3 Waters reform. Will continue to be part funded through loan recovered over next 3 years.</p>
16	29/07/2020	5.1	Mangawhai Community Plan funding	<p>a) Notes the report Mangawhai Community Plan – Funding for 2020/21.</p> <p>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.</p> <p>c) Approves allocation of an additional \$654,419 from Financial contributions.</p> <p>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.</p>	GM IS	In Progress	Noted that the Provincial Development Unit (PDU) has advised that the projects have been <u>approved in-principle</u> for funding from the Government's COVID-19 Response
17		5.2	Private Plan Change 78: Internal Hearing Commissioner	<p>a) Approves the appointment of Deputy Mayor Curnow as an Internal Hearing Commissioner for the Private Plan Change 78 hearing panel.</p> <p>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.</p> <p>c) Notes that the two remaining Independent Hearing Commissioners will be selected using the Hearing Commissioners Policy.</p>	GM T&E	In progress	The PPC 78 hearing is being held 23-25 November.

Ref	Meeting Date	Item Number	Item Name	Resolution	Assigned	Status	Comments
19	30/09/2020	5.5	Long Term Plan 2021/31: Regional Economic Development	<p>1. Supports the proposal (outlined in Attachment 1) for Northland Inc. to become a joint regional CCO;</p> <p>a) with a formal joint shareholders committee to provide oversight,</p> <p>b) with a funding arrangement that Northland Regional Council contribute 60% and Whangarei, Far North and Kaipara District Councils contribute 40%</p> <p>c) with that funding arrangement achieved over a six-year time frame aligned to the 2021-2031 Long Term Plan Cycle</p> <p>d) with public consultation to establish Northland Inc. as a joint regional CCO included and aligned to the 2021-2031 Long Term Plan</p> <p>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.</p> <p>3. Notes that recommendations 1 and 2 are subject to all of Northland's Council's agreement.</p>	GM T&E	Completed	Council agreed to continue with the proposal to consult with the community in the Kaipara District Council LTP on converting Northland Inc to a Regional Economic Development CCO at the October Council meeting.
20		5.6	Significance and Engagement Policy – draft for consultation	<p>a) Approves the legislative process, analysis and consultation approach outlined in Attachment A.</p> <p>b) Approves the Consultation Document provided in Attachment B.</p> <p>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</p> <p>d) Authorises the Chief Executive to make any necessary minor drafting or presentation amendments to the Consultation Document prior to final printing and publication.</p>	GM T&E	In progress	The policy is on the November Council meeting agenda for adoption.
21		5.1	Three Waters Review – Delivery plan and funding agreement	<p>a) Notes that the Funding Agreement cannot be amended or modified by either party and doing so would void the document.</p> <p>b) Delegates the Mayor the authority to sign the Funding Agreement located (at Attachment A) on behalf of the Council, for submission to the Department of Internal Affairs and Crown Infrastructure Partners.</p> <p>c) Notes that the Delivery Plan shows that the funding is to be applied to operating and/or capital expenditure relating to three waters infrastructure and service delivery, which:</p> <p>I. supports economic recovery through job creation; and</p>	GM IS	In progress	The final Delivery Plan has been negotiated and is being presented to Council at this Council meeting.

Ref	Meeting Date	Item Number	Item Name	Resolution	Assigned	Status	Comments
				<p>II. maintains, increases, and/or accelerates investment in core water infrastructure renewal and maintenance.</p> <p>d) Approves the Delivery Plan located (at Attachment B) for submission to the Department of Internal Affairs.</p> <p>e) Delegates the Chief Executive the authority to finalise the Delivery Plan, if any feedback from central government is received, in order to obtain approval and release funding</p> <p>f) Notes that the agreed share of the regional pool is \$2,345,524 in accordance with the regional national formula, bringing the total available pool to \$4,691,048.</p>			
23		5.3	Contract 888 variation - Kaipara unsealed roading network improvements	<p>a) Approves a contract variation of \$3,150,000 + GST to Contract 888 Road Maintenance And Renewals to implement the Unsealed Roding Network programme of works, as detailed in the Kaipara Roding Package Agreement 2 with the Ministry of Business, Innovation and Employment.</p> <p>b) Approves a contract variation of \$4,910,000 + GST to Contract 888 Road Maintenance And Renewals to implement the Unsealed Roding Network programme of works, subject to Council approval of a new funding agreement with the Ministry of Business, Innovation and Employment.</p>	GM IS	In progress	
24		5.4	Contract 963 - Waipoua River Road Sealing Physical Works delegation to award	<p>a) Delegates authority to the Mayor and Chief Executive to approve the award of Contract 963 for Waipoua River Road sealing works subject to Te Roroa approving the award of the contract, and subject to the contract price being within the approved project budget of \$1,600,000 + GST.</p> <p>b) Notes that the project is 100% externally funded.</p>	GM IS	In progress	
25		5.5	Alamar boat ramp and carpark improvements	<p>a) Approves the allocation of Financial Contributions up to \$900k for the design and construction of the boat ramp car park.</p> <p>b) Approves the Procurement Plan for the construction of the car park.</p> <p>c) Delegates award of Contract to the CEO subject to the price being within the approved budget</p>	GM IS	In progress	
26		5.6	Hakaru Closed Landfill leachate treatment improvements.	<p>a) Approves the allocation of \$550,000.00 from the Hakaru Leachate Provisioning Reserve and approves the tender and contract award process to complete the physical works for the Hakaru Closed Landfill Leachate Treatment.</p> <p>b) Approves the attached Business Case/Procurement Plan.</p> <p>c) Delegates the Chief Executive to approve the contract for award once the tender process is completed.</p>	GM IS	In progress	Registration of Interest has been issued to market

Ref	Meeting Date	Item Number	Item Name	Resolution	Assigned	Status	Comments
27		5.7	Mangawhai Wastewater Treatment Plant Balance Tank	<p>a) Approves the Mangawhai Wastewater Treatment Plant Balance Tank Project with a total budget spend of \$2,100,000.</p> <p>b) Approves to bring forward the Mangawhai Wastewater Development Plant Upgrades budget totalling \$1,450,000 into Year 2021/2022. This will reduce expenditure of \$500,000 from Year 2024/2025 and \$950,000 from Year 2025/2026.</p> <p>c) Delegates the Chief Executive to approve the contract for award up to a contract price of \$2,100,000 (excluding GST) once the tender process has been concluded.</p>	GM IS	In progress	
28		5.8	Dog Control Annual Report 2019/2020	<p>a) Adopts the 'Kaipara District Council Dog Control Annual report for the 12 months ending 30 June 2020' (circulated as Attachment A to the above mentioned report) and forwards it to the Secretary for Local Government, in terms of s10A(1) and s10A(2) of the Dog Control Act 1996.</p> <p>b) Delegates the Chief Executive and the Mayor to approve minor typographical changes that do not alter the intent of the information in the 'Kaipara District Council Dog Control Annual report for the 12 months ending 30 June 2020'.</p>	GM CE	Completed	Council adopted the report at the September 2020 Council meeting. Report has been sent to the Secretary for Local Government 17 November 2020 by Dean Nuralli.
31		5.11	Climate Adaptation Joint Committee establishment and appointments	<p>a) Agrees to establish the Joint Committee on Climate Change Adaptation under clauses 30 and 30A of Schedule 7 of the Local Government Act 2002, using the Terms of Reference (Attachment B of this report).</p> <p>b) Appoints Mayor Dr Smith to be the Kaipara District Council representative on the Joint Committee on Climate Change Adaptation.</p> <p>c) Appoints Cr Wilson Collins to be the alternate representative on the Joint Committee on Climate Change Adaptation.</p> <p>d) Agrees that Te Roroa and Te Uri o Hau will be engaged, to provide nominations for, the roles of primary Mana Whenua / Iwi representative and alternate Mana Whenua / Iwi representative, with a final recommendation to come to the Kaipara District Council for a decision by 16 December 2020.</p>	GM T&E	In Progress	Staff have advised the NRC of the agreed KDC appointments and are awaiting nominations from Te Roroa and Te Uri o Hau for Council to confirm at its December meeting.
32		5.12	Non-Elected Member Remuneration policy adoption	<p>a) Adopts the Non-Elected Member Remuneration Policy located at Attachment A to this report.</p> <p>b) Notes the policy implementation timeframes and processes.</p> <p>c) Delegates the Mayor and Chief Executive the authority to make minor editorial changes that do not alter the intent of the policy</p>	GM T&E	Completed	This policy is implemented.

Ref	Meeting Date	Item Number	Item Name	Resolution	Assigned	Status	Comments
33		5.13	Speed Limit Review Consultation	<p>a) Adopt the attached "Statement of Proposal – Proposed Amendments to the Speed Limits Bylaw 2018" for consultation.</p> <p>b) Confirms that the submission period for the speed limit review will open on 29th October and close on 18th December, with hearings to be scheduled in February 2021.</p> <p>c) Undertakes consultation on the proposed changes to speed limits set out in the attached Statement of Proposal in accordance with the Special Consultative Procedures set out in Section 83 of the Local Government Act 2002.</p> <p>d) Agrees to establish a Speed Limit Review Panel to receive and hear submissions and make a recommendation to the Kaipara District Council. It shall be made up of Cr Larsen, Cr Wetthey, and Cr Wills.</p> <p>e) Delegates the Chief Executive to make any necessary minor drafting or presentation amendments to the attached Statement of Proposal and to approve the final design and layout of the documents prior to final printing and publication.</p>	GM IS	In Progress	The review is now being undertaken as presented.
34	28/10/2020	2	Presentations and Petitions	Petition on Kaihu Valley Rail Trail route: Notes that Council staff will report back to the 16 December 2020 Council Meeting.	GM IS	In Progress	The response from Council is on the November Council agenda.
35		5.1	Consideration of a Māori Ward	Agrees to establish a Māori ward in the Kaipara District, applicable for the 2022 and 2025 triennial elections.	GM T&E, CE	In Progress	Public notification of this decision was made in the Kaipara Lifestyler, Mangawhai Focus and Northern Advocate.
36		5.2	Final Consolidated General Bylaw	<p>a.) Determines that a bylaw is the most appropriate way of addressing the perceived problem, and that the proposed Consolidated General Bylaw 2020</p> <p>i. is the most appropriate form of bylaw</p> <p>ii. does not give rise to any implications under the New Zealand Bill of Rights Act 1990.</p> <p>b.) Makes the Consolidated General Bylaw 2020 as provided in Attachment A, with effect from 1 December 2020.</p> <p>c.) Revokes the 2008 General Bylaws, with effect from 30 November 2020.</p> <p>d.) Authorises the Chief Executive to make any minor edits or amendments to the Bylaw to correct any spelling errors or make typographical edits, and/or to reflect decisions made by Council at this meeting.</p>	GM T&E, CE	Completed	The Bylaw has been adopted.
37		5.3	Dangerous, Affected, and Insanitary Buildings Policy	<p>a.) Approves the legislative process, analysis and consultation approach outlined in Attachment A.</p> <p>b.) Adopts the Statement of Proposal provided in Attachment B for the draft Dangerous, Affected, and</p>	GM T&E	In progress	Public consultation on this policy has commenced, closing on 2 December 2020.

Ref	Meeting Date	Item Number	Item Name	Resolution	Assigned	Status	Comments
				<p>Insanitary Buildings Policy for community consultation (Option 1).</p> <p>c.) Delegates Cr del la Varis Woodcock (Chair), Cr Vincent, Cr Larsen to form the Dangerous, Affected and Insanitary Buildings Panel to hear and consider community views, consider written submissions and make recommendations to Council on a final replacement Dangerous, Affected and Insanitary Buildings Policy.</p> <p>d.) Authorises the Chief Executive to make any necessary minor drafting or presentation amendments to the Statement of Proposal prior to consultation</p>			
38		5.4	Pouto wharf physical works procurement plan	<p>a.) Approves the procurement approach for the Pouto Wharf Physical Works, as being a 3-staged open tender and advertised on Tender-link.</p> <ol style="list-style-type: none"> 1. Expression of Interest 2. Non-price (weighted) attributes (40%) 3. Price (60%) <p>b.) Notes the project is entirely PGF funded up to a maximum of \$1,809,120.</p>	GM IS, SG&I	In progress	
39		5.5	Externally funded project agreements	<p>a.) Approves signing of the Kaihu Valley Rail Trail Funding Agreement, Mangawhai Shared Path Funding Agreement and Kaiwaka Footbridges and Linked Pathways Funding Agreement with the Ministry of Business, Innovation and Employment that would enable Council to uptake \$7.15m funding for the delivery of shovel ready projects.</p> <p>b.) Delegates authority to the Chief Executive Officer to execute the Kaihu Valley Rail Trail, Mangawhai Shared Path and Kaiwaka Footbridges and Linked Pathways Funding Agreements.</p>	GM IS	In progress	
40		5.6	Long Term Plan: Regional Economic Development – Joint Delivery Model Update	<p>a.) Notes that Whangarei District Council has decided to opt out of the process of forming a joint delivery model for regional economic development.</p> <p>b.) Notes that Whangarei District Council will continue to fund Northland Inc. according to its Long-Term Plan.</p> <p>c.) Agrees to continue the process of forming a joint delivery model for regional economic development with the Northland Regional Council and Far North District Council.</p> <p>d.) Agrees to consult with the public on transitioning Northland Inc. to a Joint Regional Economic Development Council Controlled Organisation in the 2021/31 Long Term Plan.</p> <p>e.) Agrees that if Whangarei District Council decides to participate in the joint delivery model at a later date, that Northland Inc shareholdings be distributed equally amongst the four Northland councils.</p>	GM T&E	In progress	Consultation will occur in the 2021-31 Kaipara District Council Long Term Plan.

Ref	Meeting Date	Item Number	Item Name	Resolution	Assigned	Status	Comments
				f.) Appoints Cr Curnow and Cr Wethey to be the Kaipara District Council representatives to the Regional Economic Development Service Delivery Working Party of Northland Regional Council.			
41		5.7	Approval – Dargaville Lions Club Christmas Parade 2020	a.) Approves the application for a temporary road closure to allow the Dargaville Christmas Parade 2020 to take place in a safe manner. The proposed closure is to be held on Saturday 05 December 2020 from 07:00 am to 01:00pm and includes parts of Victoria Street, Edward Street, Poto Street, Totara Street, Parore Street, Hokianga Road and Kapia Street. b.) Notes that this approval is conditional on the event organiser informing all businesses/residents located within the road closure area with a letter drop.	GM IS	In progress	
42		5.8	Committee Structure Changes - 2019 to 2021 triennium	a.) Notes that the Mayor has established the Externally Funded Projects Committee using the mayoral powers provided in the Local Government Act (2002). b.) Approves the Terms of Reference for the Externally Funded Projects Committee (Attachment B). c.) Delegates the Mayor and Chief Executive the authority to make minor editorial changes to finalise the Terms of Reference, if needed. d.) Notes that the Horizons Committee has been disestablished.	GM T&E	In progress	The first Externally Funded Projects Committee has been scheduled. The Terms of reference document is being updated.
43	4/11/2020	2.1	Recommendation to Award	a.) Approves utilising up to \$1,000,000 funding from the 2020/2021 Road Maintenance & Renewal Budget to fund necessary works on the existing unsealed portion of Pōuto Road. b.) Supports the inclusion of \$345,000 for the second coat seal for Pōuto Road Phase 1 seal extension in the 2021/2031 Long Term Plan. c.) Approves the award of CON960 Pōuto Road Seal Extension Physical Works to Ventia NZ Ltd. for the contract price of \$4,596,983.18 (excluding GST)	GM IS	In progress	
44		2.2	Application for a Temporary Road Closure Pritchard Road Rally Hill Climb	Approves the application for the temporary road closure of Pritchard Road between Ryan Road and Valley Road as shown on the proposed Traffic Management Diagram (attachment A of this report) on Sunday 8 November 2020 from 09:00am to 06:00pm. A condition of approval being the event organiser to do a letter drop to all businesses/residents located within the road closure.	GM IS	In progress	

Public excluded items 25 November 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
<ul style="list-style-type: none"> Public Excluded Minutes from 28 October 2020. 	<p>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))</p>