



# **SOUTH WAIRARAPA DISTRICT COUNCIL**

*Kia Reretahi Tātau*

## **Agenda**

**ORDER PAPER FOR AN ORDINARY MEETING  
TO BE HELD**

**IN**

**Waihinga Centre, Texas Street  
Martinborough**

**&**

**Via audio-visual conference**

**ON**

**10 August 2022**

### **MEMBERSHIP OF COUNCIL**

**HIS WORSHIP THE MAYOR**

**Mr Alex Beijen**

Deputy Mayor Garrick Emms

Cr P Colenso  
Cr R Fox  
Cr L Hay  
Cr B Jephson

Cr P Maynard  
Cr A Plimmer  
Cr B West  
Cr C Olds

**RECOMMENDATIONS IN REPORTS ARE NOT TO BE CONSTRUED AS  
COUNCIL POLICY UNTIL ADOPTED BY COUNCIL**





## **SOUTH WAIRARAPA DISTRICT COUNCIL MEETING Agenda 10 August 2022**

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### **NOTICE OF MEETING**

This meeting will be held in the Supper Room, Waihinga Centre, 62 Texas Street, Martinborough and via audio-visual conference, commencing at 10.00am. All members participating via audio-visual conference will count for the purpose of the meeting quorum in accordance with clause 25B of Schedule 7 to the Local Government Act 2002. This meeting will be live-streamed and will be available to view on our [YouTube channel](#).

#### **SWDC Affirmation**

**We pledge that we will faithfully and impartially use our skill, wisdom and judgement throughout discussions and deliberations ahead of us today in order to make responsible and appropriate decisions for the benefit of the South Wairarapa district at large.**

**We commit individually and as a Council to the principles of integrity and respect, and to upholding the vision and values we have adopted in our Long Term Plan strategic document in order to energise, unify and enrich our district.**

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### **Open Section**

- A1.** Apologies
- A2.** Conflicts of interest
- A3.** Acknowledgements and tributes
- A4.** Public participation

*As per standing order 14.17 no debate or decisions will be made at the meeting on issues raised during the forum unless related to items already on the agenda.*

*Please note: Electioneering is not permitted in council meetings or on council premises – your cooperation is appreciated.*

*If electioneering is deemed to be taking place, the Chair of the meeting or council officers will bring your session to a close.*

- A5.** Actions from public participation
- A6.** Extraordinary business
- A7.** Community Board / Māori Standing Committee

<b>A8.</b>	Confirmation of Minutes <b>Proposed Resolution:</b> <i>That the minutes of the Council meeting held on 30 June 2022 and 14 July 2022 are a true and correct record.</i>	Pages 1-13
 <b>B Recommendations from Committees and Community Boards</b>		
<b>B1.</b>	Minutes of Council Committees and Community Boards	Pages 14-48
<b>B2.</b>	Recommendation from Assets and Services Committee	Pages 49-72
<b>B3.</b>	Recommendation from Finance, Audit and Risk Committee	Pages 73-91
 <b>C Decision Reports from Chief Executive and Staff</b>		
<b>C1.</b>	Three Waters Reform – Better Off Tranche 1 Funding Decision Report <i>Stefan Corbett, Group Manager Partnerships and Operations will be speaking to this report</i>	Pages 92-154
<b>C2.</b>	South Wairarapa Dog Pound Report <i>Rick Mead, Manager Environmental Services, will be speaking to this report</i>	Pages 155-159
<b>C3.</b>	Hinekura Road Retrospective Resolution Report <i>Stefan Corbett, Group Manager Partnerships and Operations will be speaking to this report</i>	Page 160
<b>C4.</b>	Wellington Water 2022-2023 Purchase Order Report <i>Karon Ashforth, General Manager Finance will be speaking to this report</i>	Page 161
 <b>D. Information Reports</b>		
<b>D1.</b>	Destination Wairarapa Financial Report <i>Harry Wilson, Chief Executive and Anna Nielson, General Manager - Destination Wairarapa will be speaking to this report</i>	Pages 162-184
<b>D2.</b>	Action Items Report	Pages 185-191
 <b>E. Chairperson’s Report</b>		
<b>E1.</b>	Report from His Worship the Mayor	Pages 192-203
 <b>F. Public Excluded Business</b>		
<b>F1.</b>	Public Excluded Minutes for Confirmation <b>Proposed Resolution:</b> <i>That the public excluded minutes of the Council meeting held on 30 June 2022 are a true and correct record.</i>	<i>(distributed separately)</i>
<b>F2.</b>	Receive Public Excluded Minutes of Council Committees and Community Boards	<i>(distributed separately)</i>

Report/General Subject Matter	Reason for passing this resolution in relation to the matter	Ground(s) under Section 48(1) for the passing of this Resolution
Confirmation of public excluded minutes of Council meeting held on 30 June 2022	Good reason to withhold exists under section 7(2)(i) and section 7(2)(b)(ii)	Section 48(1)(a)



Receive the public excluded minutes of the Finance, Audit and Risk Committee meeting held on 22 June 2022	Good reason to withhold exists under section 7(2)(a) and 7(2)(f)(ii)	Section 48(1)(a)
Receive the public excluded minutes of the Assets and Services Committee meeting held on 13 July 2022	Good reason to withhold exists under section 7(2)(b)(ii)	Section 48(1)(a)

This resolution is made in reliance on Section 48(1) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 6 or section 7 of that Act which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public are as follows:

<b>Reason for passing this resolution in relation to the matter</b>	<b>Ground(s) under Section 48(1) for the passing of this Resolution</b>
The withholding of the information is necessary to enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).	Section 7(2)(i)
The withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information.	Section 7(2)(b)(ii)
The withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons. The withholding of the information is necessary to maintain the effective conduct of public affairs through the protection of such members, officers, employees, and persons from improper pressure or harassment.	Section 7(2)(f)(ii)



**SOUTH WAIRARAPA DISTRICT COUNCIL  
Minutes from 30 June 2022**

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**Present:** Mayor Alex Beijen (Chair), Deputy Mayor Garrick Emms, Councillors Pam Colenso (from 10:02am), Leigh Hay, Brian Jephson, Alistair Plimmer, Pip Maynard, Brenda West and Colin Olds.

**In Attendance:** Harry Wilson (Chief Executive Officer), Russell O’Leary (Group Manager Planning and Environment), Karon Ashforth (General Manager Finance), Amanda Bradley (General Manager Policy and Governance), Sheil Priest (General Manager Communications and Engagement), Charly Clarke (Finance Manager), Steph Frischknecht (Policy and Governance Advisor) and Amy Andersen (Committee Advisor).

**Conduct of Business:** This meeting was held in the Supper Room, Waihinga Centre, 62 Texas Street, Martinborough and via audio-visual conference, commencing at 10:00am. All members participating via audio-visual conference counted for the purpose of the meeting quorum in accordance with clause 25B of Schedule 7 to the Local Government Act 2002. This meeting was live-streamed is available to view on our YouTube channel. The meeting was held in public under the above provisions from 10:00am to 1:10pm except where expressly noted.

**Public Forum:** Mika Hervey (Free Fares NZ)

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**Open Section**

Cr Emms read the Council affirmation.

**A1. Apologies**

*COUNCIL RESOLVED (DC2022/41) to accept apologies from Cr Fox and Cr Colenso (lateness).*

*(Moved Cr Jephson/Seconded Cr Hay)*

Carried

**A2. Conflicts of Interest**

There were no conflicts of interest.

Cr Colenso joined the meeting at 10:02am.

**A3. Acknowledgements and Tributes**

Cr Olds acknowledged Bryce Neems (Amenities and Waste Manager) for his work at SWDC over recent years, this being his last week in the role.

Cr Hay acknowledged Chris and John Hume, whose granddaughter passed away recently and expressed her condolences.

Cr West acknowledged Featherston Sports Hub and Greytown Rugby Club for their achievements in results and coaching.

Cr Jephson acknowledged the passing of Niniwai Munro, a former member of the Māori Standing Committee and expressed his condolences.

Mayor Beijen acknowledged the passing of Pete Smith and expressed his condolences, noting his contributions to the South Wairarapa farming community.

Mayor Beijen also acknowledged NZ Police Senior Sergeant Ian Osland, for his contributions during his time in the position, this being his last day of work in South Wairarapa.

**A4. Public Participation**

Mr Hervey, representing Free Fares NZ, spoke in support of the LGNZ Remit to provide free transport fares, increasing patronage to services and removing cost barriers. Mr Hervey outlined what the remit would need to succeed in supporting access to education and employment, equity in transport for the most vulnerable people in the community, and the frequency and reliability of transport. Mr Hervey sought Council's support to advocate and vote in favor of the remit.

Members posed questions to Mr Hervey regarding costs and funding sources to support potential changes under the remit, how this would be useful to South Wairarapa residents, the percentage of people who would be eligible nationally for free fares and number of council visits on this issue.

**A5. Actions from public participation**

Mayor Beijen noted that the LGNZ Remits would be discussed as part of item E1, the Mayor's Report.

**A6. Extraordinary Business**

There was no extraordinary business.

**A7. Community Board / Māori Standing Committee Reports from Meetings**

There were no members present.

**A8. Minutes for Confirmation**

*COUNCIL RESOLVED (DC2022/42) that the minutes of the Council meetings held on 18 May 2022 and 15 June 2022 are a true and correct record.*

*(Moved Cr Olds/Seconded Cr Colenso)*

Carried

## **B Recommendations from Committees and Community Boards**

### **B1. Minutes of Council Committees and Community Boards**

*COUNCIL RESOLVED (DC2022/43) to:*

1. Receive the information.

*(Moved Cr Plimmer/Seconded Cr Emms)*

Carried

*[Read together]*

2. Receive the minutes of the Māori Standing Committee meeting 10 May 2022.
3. Receive the minutes of the Greytown Community Board meeting 11 May 2022.
4. Receive the minutes of the Martinborough Community Board meeting 19 May 2022.
5. Receive the minutes of the Featherston Community Board meeting 17 May 2022.
6. Receive the minutes of the Finance, Audit and Risk Committee meeting 11 May 2022.
7. Receive the minutes of the Assets and Services Committee meeting 1 June 2022.
8. Receive the minutes of the Planning and Regulatory Committee meeting 1 June 2022.

*(Moved Cr Hay/Seconded Cr Jephson)*

Carried

### **B2. Recommendations from Assets and Services Committee Report**

Cr Jephson spoke in support of the recommendations.

Members acknowledged the work and effort made by the community group and Amenities Manager Bryce Neems in their engagement, consultation and planning.

*COUNCIL RESOLVED (DC2022/44) to:*

1. Receive the Recommendations from Assets and Services Committee Report.

*(Moved Cr Jephson/Seconded Cr Plimmer)*

Carried

*[Read together]*

2. Approve the Martinborough Pump Track Project Community Group be given approval to work with Council officers to construct a Bike Pump Track at the western end of Considine Park.
3. Approve the Pump Track Development Plan.
4. Approve that Council delegates to the Chief Executive the authority to approve a pump track detailed design plan, timeline and construction start date.

*(Moved Cr Jephson/Seconded Cr Colenso)*

Carried

**B3. Recommendations Finance, Audit and Risk Committee Report.**

Cr Hay spoke in support of the recommendation.

Members sought clarification from Ms Bradley on the application of fees and charges by council officers, the types of LGOIMA requests received and the Ombudsman's approach to LGOIMA.

*COUNCIL RESOLVED (DC2022/45) to:*

1. Receive the Recommendations from Finance, Audit and Risk Committee Report.  
(*Moved Cr West /Seconded Cr Hay*) Carried
2. Adopt the proposed fees and charges for official information requests for 2022/23 financial year.  
(*Moved Cr Hay/Seconded Cr Olds*) Carried

**C Decision Reports from Chief Executive and Staff**

**C1. Adoption of Annual Plan 2022/23 and Setting of Rates Report**

Ms Bradley and Ms Ashforth spoke to matters in the report and outlined the key areas of the Annual Plan (AP), as well as minor changes.

Members queried whether there could be communication across the district distinguishing rates for Greater Wellington Regional Council (GWRC) and the use of the rates estimator, differences between types of rates, funding for parks and reserves, consultation on 85-87 West Street (Greytown) and the rates increase relating to the council operating costs.

Members commended the work and effort by council officers to produce the AP.

*COUNCIL RESOLVED (DC2022/46) to:*

1. Receive the Adoption of Annual Plan 2022/23 and Setting of Rates Report.  
(*Moved Cr Colenso/ Seconded Cr Plimmer*) Carried  
[*Read together*]
2. Carry over operating and capital expenditure from the 2021/22 financial year to the 2022/23 financial year.
3. Adopt the 2022/23 Annual Plan (including the schedule of fees and charges) in accordance with Section 95 of the Local Government Act 2002.
4. Delegate authority to the Mayor and Chief Executive to approve minor edits that don't change the intent of the content prior to publication of the Annual Plan 2022/23 document.  
(*Moved Cr Olds/Seconded Cr Jephson*) Carried
5. Adopt the rates resolution for the 2022/23 year in accordance with the Local Government Rating Act 2002, including the "Part B" notice.  
(*Moved Cr Hay/Seconded Cr Plimmer*) Carried  
[*Read together*]
6. Note that the updated fees and charges schedule is included in 2022/23 Annual Plan.

7. Note that the final 2022/23 Annual Plan will be published within one month of its adoption.

*(Moved Cr Olds/Seconded Cr Maynard)*

Carried

8. **Action 303** – Council officers to look at alternatives to the billing of GRWC rates and their display on the council website rates estimator, K Ashford.

## **C2. Review of Revenue and Financing Policy Report**

Ms Bradley, supported by Mr Wilson, spoke to matters outlined in the report.

Ms Bradley responded to members questions on the approach and process for this review.

*COUNCIL RESOLVED (DC2022/47) to:*

1. Receive the Review of Revenue and Financing Policy Report.

*(Moved Cr Hay/Seconded Cr Jephson)*

Carried

2. Undertake a first principles review of the Revenue and Financing Policy.

*(Moved Cr Maynard/Seconded Cr Plimmer)*

Carried

## **C3. Draft Delegations, Procurement, Discretionary Expenditure and Fraud and Corruption Policies Report**

Ms Bradley, supported by Ms Frischknecht spoke to matters outlined in the report and the approach undertaken to develop the draft policies.

Ms Bradley responded to members questions, including the requirements for business cases in the procurement policy and council officers delegations.

Members commended the work completed by council officers in developing the policies.

*COUNCIL RESOLVED (DC2022/48) to:*

1. Receive the Draft Delegations, Procurement, Discretionary Expenditure and Fraud and Corruption Policies Report.

*(Moved Cr Colenso/Seconded Cr Hay)*

Carried

*[Read together]*

2. Adopt the Delegations Policy and Register containing statutory and non-statutory delegations by Council.

3. Note that officers will undertake work on the Terms of Reference for the Hearings Committee (incorporating Hearings Panels) for the 2022-25 triennium to ensure an appropriate governance structure is in place with respect to the Resource Management Act 1991 delegations.

4. Adopt the draft Procurement, Discretionary Expenditure and Fraud and Corruption Policies.

5. Set a review due date of 31 March 2026 for these policies.

6. Note minor adaptations to operational processes that sit within the policies may be made on the approval of the Chief Executive and will be reported in the governance report to the appropriate committee.

7. Note that once adopted, the current Procuring Goods and Services (M500), Fraud (N702) and Common Seal (N300) policies will be replaced.

*(Moved Cr Hay/Seconded Cr Colenso)*

Carried

8. **Action 306** – a) Minor amendments to be made to the policies as noted in the meeting, and b) the organisational structure be published on the SWDC website; progress to be reported back to the next Finance, Audit and Risk Committee meeting in August 2022, A Bradley.

Meeting adjourned at 11:16am

Meeting reconvened at 11:38am

## **D Information Reports**

### **D1. CEO Update Report**

Mr Wilson spoke to matters included the report.

Mr Wilson responded to questions from members relating to the Three Waters Reform – clarifying the work on progress by central government, the role and establishment of water entities, representation, impact on staff and next steps.

Mr Wilson responded to questions from members relating to the Resource Management Reform, including new requirements and controls on plans.

*COUNCIL RESOLVED (DC2022/49) to:*

1. Receive the CEO Update Report.

*(Moved Cr Colenso/Seconded Cr Emms)*

Carried

2. Note the intent of the Water Services Entities Bill and the key matters as outlined.

*(Moved Cr Olds/Seconded Cr Jephson)*

Carried

3. **Action 308** – Explore public workshop on the Three Waters Reform to create a submission from Council to the Finance and Expenditure Select Committee on the Water Services Entities Bill; Māori Standing Committee representative to be invited, S Corbett.

### **D2. Action Items Report**

Members discussed updates to open action items 739, 551, 552, 227 and 222.

Action 131 was closed.

*COUNCIL RESOLVED (DC2022/50) to receive the District Council Action Items Report.*

*(Moved Cr Maynard/Seconded Cr Colenso)*

Carried

## **E Chairperson's Report**

### **E1. Report from His Worship the Mayor**

Mayor Beijen spoke to matters as outlined in the report. Mayor Beijen highlighted the Police Parade and the increase in community policing numbers.

Members discussed the LGNZ Remits and the connections to council strategies, costs and impacts on community and services. A straw poll was completed with Council on

the remits as follows:

LGNZ Remit	Supported	Not supported
1. Central government funding for public transport	Councillors Emms, Colenso, Hay, Maynard, Jephson	Councillors Plimmer, Olds, West
2. Review of Government transport funding	All Councillors present	
3. Illegal street racing	Councillors Emms, Colenso, Maynard, Olds Casting vote: Mayor Beijen	Councillors Hay, Plimmer, Jephson, West
4. Bylaw infringements	All Councillors present	
5. Density and proximity of vaping retailers	Councillors Colenso, Hay, Plimmer, Jephson, Maynard, West	Councillor Emms

Mayor Beijen responded to questions on the funding for the Mayor's Taskforce for Jobs.

*COUNCIL RESOLVED (DC2022/51) to:*

1. Receives the Report from His Worship the Mayor.  
(Moved Cr Colenso/Seconded Cr Hay) Carried
2. Agree that the Mayor will vote yes to LGNZ Remits 1, 2, 4 & 5 to support at the LGNZ 2022 Annual General Meeting.  
(Moved Cr Plimmer /Seconded Cr Hay) Carried

## F Appointments Reports

### F3. Report from Allan Hogg, Destination Wairarapa

Members acknowledged the work completed to increase bus services in Martinborough to the rest of Wairarapa and train stations.

*COUNCIL RESOLVED (DC2022/52) to receive the Appointment Report from Allan Hogg.*

(Moved Cr Colenso/ Seconded Cr Maynard) Carried

## G Public Excluded Business

The general subject of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

Report/General Subject Matter	Reason for passing this resolution in relation to the matter	Ground(s) under Section 48(1) for the passing of this Resolution
Confirmation of Public Excluded Minutes from 18 May 2022	Good reason to withhold exists under section 7(2)(i)	Section 48(1)(a)



Receive the Public Excluded Minutes of the Martinborough Community Board meeting 19 May 2022	Good reason to withhold exists under section 7(2)(i)	Section 48(1)(a)
Receive the Public Excluded Minutes of the Assets and Services Committee meeting 1 June 2022	Good reason to withhold exists under section 7(2)(b)(ii)	Section 48(1)(a)

This resolution (DC2022/53) is made in reliance on Section 48(1) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 6 or section 7 of that Act which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public are as follows:

Reason for passing this resolution in relation to the matter	Ground(s) under Section 48(1) for the passing of this Resolution
The withholding of the information is necessary to enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).	Section 7(2)(i)
The withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information.	Section 7(2)(b)(ii)

*(Moved Cr Hay/Seconded Cr Emms)*

Carried

The meeting closed at 1:10pm

**Confirmed as a true and correct record**

.....(Mayor)

.....(Date)



**SOUTH WAIRARAPA DISTRICT COUNCIL  
Minutes from 14 July 2022**

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**Present:** Deputy Mayor Garrick Emms (Chair), Mayor Alex Beijen (until 11:24am), Councillors Pam Colenso, Brian Jephson (until 9:58am), Alistair Plimmer, Pip Maynard, Brenda West, Colin Olds and Rebecca Fox.

**In Attendance:** Harry Wilson (Chief Executive Officer), Russell O’Leary (Group Manager Planning and Environment), Stefan Corbett (Group Manager Partnership and Operations), Amanda Bradley (General Manager Policy and Governance), Sheil Priest (General Manager Communications and Engagement), Catherine Clouston (Communications Advisor), Mel Barthe (Climate Change Advisor), Robyn Wells (Principal Adviser Water Transition) and Amy Andersen (Committee Advisor).  
Ree Anderson, Richard Knott (Consultants).

**Conduct of Business:** This meeting was held in the Supper Room, Waihinga Centre, 62 Texas Street, Martinborough and via audio-visual conference, commencing at 10:00am. All members participating via audio-visual conference counted for the purpose of the meeting quorum in accordance with clause 25B of Schedule 7 to the Local Government Act 2002. This meeting was live-streamed is available to view on our YouTube channel. The meeting was held in public under the above provisions from 9:06am to 12:58pm except where expressly noted.

**Public Forum:** Jo Woodcock

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**Open Section**

Cr Maynard read the Council affirmation.

**A1. Apologies**

*COUNCIL RESOLVED (DC2022/56) to accept apologies from Cr Hay and Cr Jephson (leaving by 10:00am).*

*(Moved Cr Colenso/Seconded Cr Maynard)*

Carried

**A2. Conflicts of Interest**

There were no conflicts of interest.

**A3. Acknowledgements and Tributes**

Cr Maynard acknowledged the passing of Paul Hiatt Somers (Hiatt) Cox, longtime member of the Martinborough community. Cr Colenso spoke of Mr Cox’s work as Chair of Wharekaka and his contributions to the community, from Lions to Homework Club.

Cr Olds acknowledged the success of the Featherston Booktown festival and thanked Council for their support and contributions to these events.

Cr Olds also acknowledged the success of Matariki events held in Featherston and the work undertaken by Warren Maxwell.

**A4. Public Participation**

Ms Woodcock spoke against the use of COVID-19 vaccine passes and described the impact of vaccine passes on her family. Ms Woodcock queried how the vaccine passes were implemented and noted it limited access to council services.

**A5. Actions from public participation**

Members queried the process involved in the implementation of COVID-19 vaccine passes and Mr Wilson provided clarification.

Members acknowledged the decisions made by SWDC in relation to COVID 19 mandates were done under the advisement of Ministry of Health and central government at that time.

Action 344: To confirm and communicate to the public a clearly defined process that the Chief Executive can apply for decision making in emergency situations/under legislation, A Bradley/S Priest

**A6. Extraordinary Business**

Item B2, the Water Entity Services Bill Proposed Submission Report has been tabled by the Chief Executive Officer as extraordinary business today due to the urgency of meeting the select committee’s deadline (one month was given for the write up of the submission).

Item B3, Recommendations from Assets and Services Committee Report has been tabled by the Chief Executive Officer as extraordinary business today due to the urgency and need for support required by the Hinekura community.

Both items could not be delayed until the Council meeting in August 2022.

*COUNCIL RESOLVED (DC2022/57)* to consider the following items as extraordinary business:

1. B2 – Water Services Entity Bill Proposed Submission Report.
2. B3 - Recommendations from Assets and Services Committee Report.

*(Moved Cr Jephson /Seconded Cr Olds)*

Carried

## **B Decision Reports from Chief Executive and Staff**

### **B3. Recommendations from Assets and Services Committee (Item Moved)**

Mr Wilson spoke to matters included in the report and answered questions posed by members on how budgets and rates might be impacted by supporting the proposed works, sources for funding and clarification on Carterton District Council's roading work relating to Admiral Hill.

Members also queried the farm track design and accessibility, potential risks and H&S during construction work, timeframes for the farm track's completion, maintenance costs and liabilities.

Members acknowledged and thanked the private landowners for their solutions and efforts to support the Hinekura community.

Cr Jephson left the meeting at 9:58am

*COUNCIL RESOLVED (DC2022/58) to:*

1. Receive the Recommendations from Assets and Services Committee Report.  
(Moved Cr Olds/Seconded Cr Colenso) Carried
2. Approve the use of up to \$500,000 unbudgeted capital expenditure for phase 1 to allow Management to continue work on new roading alignment and design to be funded by a loan.  
(Moved Cr Jephson/Seconded Cr Plimmer) Carried
3. Approve the use of up to \$200,000 for works from the Rural Road Reserve to continue the maintenance and improvement of the alternative route to Hinekura via Admiral Hill.  
(Moved Cr Olds/Seconded Cr Jephson) Carried
4. Approve up to \$100,000 (GST inclusive) capital grant from the Rural Road Reserve to support the creation of a temporary farm track built by private landowners to reconnect the Hinekura community to the road on the Martinborough side.  
(Moved Cr Olds/Seconded Mayor Beijen) Carried
5. Delegate to Chief Executive Officer to fund the reasonable costs of maintenance of the temporary farm track from the Rural Road Reserve. Noting that the range of cost for maintenance is estimated between \$4,000 to \$6,000.  
(Moved Cr Plimmer/Seconded Cr Maynard) Carried
6. Delegate to the Chief Executive Officer to set conditions for the grant from the Rural Road Reserve to support the creation of the farm track. These conditions are to protect Council from any liability for the use of the track and to ensure value for money in how the grant is applied to physical works to form and maintain the track.  
(Moved Cr Plimmer/Seconded Cr Fox) Carried

The meeting adjourned at 10:30am

The meeting reconvened 10:40am

**B1. Draft Featherston Masterplan Foundation Discussion Document July 2022**

Mr O’Leary, with support from Mr Knott and Ms Anderson spoke to matters in the report including the engagement undertaken to produce the document, key components and options presented.

Members posed questions about housing, economic impacts, the main street and heavy traffic, how to futureproof the masterplan and timeframes/process for consultation with the Featherston community.

Members commended the work completed to date on the masterplan.

*COUNCIL RESOLVED (DC2022/59) to:*

1. Receive the Draft Featherston Masterplan Foundation Discussion Document July 2022 Report.

*(Moved Cr Colenso/ Seconded Cr Maynard)* Carried

2. Approve the Featherston Masterplan Foundation Discussion Document July 2022 for informal public consultation, subject to any amendments.

*(Moved Cr Maynard /Seconded Cr Olds)* Carried

**B2. Water Services Entity Bill Proposed Submission**

Ms Bradley spoke to matters outlined in the report and explained how the draft submission was formulated based on member feedback during an open workshop on 11 July 2022.

Ms Bradley responded to members questions on consensus and proposed amendments. Members discussed the themes, debated the key points and various recommendations.

Mayor Beijen left the meeting at 11:24am

The meeting adjourned at 11:31am

The meeting reconvened at 11:43am

Members reviewed the proposed submission in full, with support from Ms Bradley and Mr Wilson.

*COUNCIL RESOLVED (DC2022/60) to:*

1. Receive the Water Services Entity Bill Proposed Submission Report.

*(Moved Cr Colenso /Seconded Cr Fox)* Carried

2. Approve the submission, as set out with amendments as discussed and minuted in Attachment 1 on the Water Services Entities Bill with amendments.

*(Moved Cr Olds, Seconded Cr Maynard)* Carried

*Cr Plimmer abstained*

3. Agree to delegate authority to the Chief Executive, Mayor and Deputy Mayor to finalise the submission, including any amendments agreed by the Council as well as any minor consequential edits.

*(Moved Cr Colenso /Seconded Cr Maynard)* Carried

*Cr Plimmer abstained*

The meeting closed at 12:58pm

**Confirmed as a true and correct record**

.....(Mayor)

.....(Date)

**MINUTES OF COUNCIL COMMITTEES AND COMMUNITY  
BOARDS**

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**Purpose of Report**

To present Council with reports and minutes of Council committees and community boards.

**Recommendations**

Officers recommend that the Council:

1. *Receive the information.*
2. *Receive the minutes of the Māori Standing Committee meeting 21 June 2022.*
3. *Receive the minutes of the Greytown Community Board meeting 25 May 2022 and 22 June 2022.*
4. *Receive the minutes and public excluded minutes of the Martinborough Community Board meeting 30 June 2022.*
5. *Receive the minutes of the Featherston Community Board meeting 28 June 2022.*
6. *Receive the minutes of the Finance, Audit and Risk Committee meeting 22 June 2022.*
7. *Receive the minutes of the Assets and Services Committee meeting 13 July 2022.*
8. *Receive the minutes of the Planning and Regulatory Committee meeting 13 July 2022.*

**1. Executive Summary**

Minutes of recent meetings are presented to Council for information. The Chair may ask for comment on the content, but no comment can be received in this forum with regards to the accuracy of the minutes.

## **2. Appendices**

Appendix 1 - Māori Standing Committee meeting 21 June 2022  
Greytown Community Board meeting 25 May 2022 and 22 June 2022  
Martinborough Community Board meeting 30 June 2022  
Featherston Community Board meeting 28 June 2022  
Finance, Audit and Risk Committee meeting 22 June 2022  
Assets and Services Committee meeting 13 July 2022  
Planning and Regulatory Committee meeting 13 July 2022

Contact Officer: Amy Andersen, Committee Advisor

Reviewed By: Amanda Bradley, Policy and Governance Manager



# Appendix 1

- Māori Standing Committee meeting 21 June 2022
- Greytown Community Board meeting 25 May 2022 and 22 June 2022
- Martinborough Community Board meeting 30 June 2022
- Featherston Community Board meeting 28 June 2022
- Finance, Audit and Risk Committee meeting 22 June 2022
- Assets and Services Committee meeting 13 July 2022
- Planning and Regulatory Committee meeting 13 July 2022



**MĀORI STANDING COMMITTEE**  
**Minutes from 21 June 2022**

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<b>Present:</b>	Narida Hooper (Chair), Violet Edwards-Hina, Karen Mikaera, Mayor Alex Beijen, Councillor Pip Maynard and Councillor Brian Jephson
<b>In Attendance:</b>	Amanda Bradley (General Manager Policy and Governance) and Kaity Carmichael (Committee Advisor)
<b>Conduct of Business:</b>	This meeting was conducted in public in the Supper Room, Martinborough Town Hall, Texas Street, Martinborough between 6.00pm and 7.06pm and was live streamed on the Council's YouTube Channel. All members participating via video conference counted for the purpose of the meeting quorum in accordance with clause 25B of Schedule 7 to the Local Government Act 2002.

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**PUBLIC BUSINESS**

Members opened with a karakia.

- 1. APOLOGIES** (*YouTube streaming 2.27*)  
*MSC RESOLVED (MSC 2022/21)* to receive apologies from Cr Emms, Andrea Rutene and Herewini Ammunson.  
(*Moved Hooper/Seconded Mayor Beijen*) Carried
- 2. CONFLICTS OF INTEREST**  
There were no conflicts of interest declared.
- 3. ACKNOWLEDGMENTS AND TRIBUTES** (*YouTube streaming 2.54*)  
Ms Hooper acknowledged the contribution made by Toni Kerr, who stood as a member of the Māori Standing Committee for the past two years.  
Cr Jephson acknowledged the passing of Niniwa Munro and noted her contribution in the establishment of the Māori Standing Committee.  
Cr Maynard noted the importance of Matariki being recognized as a public holiday and acknowledged the work that has gone into the planning and events this year.
- 4. PUBLIC PARTICIPATION** (*YouTube streaming 7.30*)  
John Bushnell & Shane Atkinson – Greytown Trails Trust  
Mr Bushnell and Mr Atkinson updated members on progress of the Tauherenikau bridge project and provided an update on the proposed location of the pou in Clifford Square.  
Mr Bushnell spoke about the engagement process and thanked the committee for their

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support of the project. Mr Atkinson requested formal endorsement from Papawai Marae, Kohunui Marae and Ngāti Kahungunu ki Wairarapa.

#### Sandy Ngamoki and Teresa Dawson – Covid-19 Home Care Kits

Ms Ngamoki spoke in support of the creation of a Covid-19 Home Care Kit and highlighted the importance of this project in the South Wairarapa. Ms Ngamoki noted that Ministry of Health and Ministry of Social Development are working on the distribution of a similar pack and stated that she would advocate for availability in the South Wairarapa. Ms Ngamoki requested a letter of support for the project on behalf of the committee.

### **5. ACTIONS FROM PUBLIC PARTICIPATION**

Members discussed the proposal by Greytown Trails Trust and provided support for the project and placement of the pou.

#### *MSC NOTED:*

Action 281: Write letters of support for the Rangatira Nuku-pewapewa Pou project on behalf of Pae Tū Mokai o Tauira and Papawai Marae.

Ms Hooper undertook following up on the project with Ms Rutene as a representative from Ngāti Kahungunu ki Wairarapa.

#### *MSC NOTED:*

Action 282: Write a letter on behalf of the committee in support of the Covid-19 Home Care Kit project.

### **6. MINUTES FOR CONFIRMATION (YouTube streaming 38.10)**

#### **6.1 Māori Standing Committee – 10 May 2022**

*MSC RESOLVED (MSC 2022/22)* that the minutes of the Māori Standing Committee meeting held on 10 May 2022 be confirmed as a true and correct record.

*(Moved Edwards-Hina/Seconded Baker)*

Carried

### **7. CHAIRPERSON REPORT**

#### **7.1 Chairperson Report (YouTube streaming 39.04)**

*MSC RESOLVED (MSC 2022/23)* to receive the Chairperson Report.

*(Moved Edward-Hina/Seconded Rutene)*

Carried

Ms Hooper acknowledged the importance of the Strategy Hui and the difficulty with scheduling for the committee. Ms Hooper noted some key topics for discussion and stated a new date would be set.

Ms Hooper noted that the Principal Advisor Māori position has been advertised.

Ms Hooper spoke to a road naming application from Greg and Tania Hawkins. Members discussed the engagement with marae and names for consideration.

#### *MSC NOTED:*

Action 285: Write a letter on behalf of the committee to endorse the preferred name for the right of way road naming application from Greg and Tania Hawkins.

#### **DISCLAIMER**

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**8. REPORTS FROM CHIEF EXECUTIVE AND STAFF**

**8.1 Action Items Report (YouTube streaming 46.47)**

*MSC RESOLVED (MSC 2022/24) to receive the Action Items Report.  
(Moved Cr Maynard/Seconded Mayor Beijen )*

Carried

Members discussed open actions and noted further updates.

Ms Edwards-Hina requested a meeting with the committee and Kohunui Marae. Ms Hooper undertook setting this up.

**8.2 Income and Expenditure Report (YouTube streaming 49.28)**

*MSC RESOLVED (MSC 2022/25) to receive the Income and Expenditure Report for the period ending  
(Moved Cr Maynard/Seconded Cr Jephson)*

Carried

**8.3 Officer’s Report (YouTube steaming 50.48)**

*MSC RESOLVED (MSC 2022/26) to receive the Officer’s Report.  
(Moved Mayor Beijen/Seconded Cr Maynard)*

Carried

Ms Hooper noted the lack of clarity in diagrams and photos presented in the report. Ms Carmichael undertook circulating the RMA diagram, on page 15 of the agenda.

Members queried the location of the dog pound in relation Pae tū Mōkai and Ms Hooper undertook seeking clarification from officers on behalf of Pae tū Mōkai o Taurira.

Members queried the Ecoreef project and Mayor Beijen and Cr Jephson provided an update.

Mr Baker queried the large number of sewage trucks on Papawai Road during the recent flooding event and Ms Carmichael undertook providing clarification.

Ms Hooper queried the status of the lawn maintenance and fence repair at the entrance to Lake Domain. Mayor Beijen undertook following up with officers.

**9. MEMBER REPORT (YouTube streaming 1.00.06)**

Mayor Beijen spoke to items outlined in the member report.

Members closed with a Karakia.

The meeting closed at 7.06pm.

**Confirmed as a true and correct record**

.....Chairperson

.....Date

**DISCLAIMER**

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**Present:** Ann Rainford (Chair), Simone Baker, Shelley Symes, Graeme Gray and Councillor Alistair Plimmer.

**In Attendance:** Amanda Bradley (General Manager, Policy & Governance) and Steph Frischknecht (Policy and Governance Advisor).

**Conduct of Business:** This extraordinary meeting was held via video conference and was live-streamed to Council's YouTube channel. All members participating counted for the purpose of the meeting quorum in accordance with clause 25B of Schedule 7 to the Local Government Act 2002. The meeting was conducted between 6:00pm and 6.14pm.

**1. EXTRAORDINARY BUSINESS**

Members discussed holding over work on exploring a walkway near Papawai to focus on other priorities for the remainder of the triennium.

**2. APOLOGIES**

*GCB RESOLVED (GCB 2022/27)* to accept apologies from Councillor Fox.

*(Moved Cr Plimmer/Seconded Baker)*

Carried

**3. CONFLICTS OF INTEREST**

There were no conflicts of interest declared.

**4. ACKNOWLEDGMENTS AND TRIBUTES**

There were no acknowledgements or tributes.

**5. PUBLIC PARTICIPATION**

There was no public participation.

**6. ACTIONS FROM PUBLIC PARTICIPATION**

There were no actions from public participation.

**7. COMMUNITY BOARD MINUTES**

There were no community board minutes for confirmation.

**8. CHAIRPERSON REPORT**

**8.1 Chairperson Report**

Members discussed the content of the submission and priorities, including the importance of footpaths for public safety.

Members discussed holding an annual Greytown Community Board meeting at Papawai Marae and undertook to arrange this for 3 August.

*GCB RESOLVED (GCB 2022/28):*

1. To receive the Chairperson Report.  
*(Moved Cr Plimmer/Seconded Baker)* Carried
  
2. To approve the Greytown Community Board submission on priorities to the 2022/23 South Wairarapa District Council Annual Plan subject to a change to the second paragraph under Environmental Well-beings to “Regarding priorities for footpaths, the need for footpathing in the south end of Reading Street, footpathing between Main Street and East Street, footpathing along one side of North Street from Main Road to West Street, and from Kempton Street on the north side of Humphries Street leading to Elmstead Lane and from Kempton Street to Hewson lane were all highlighted as important.”  
*(Moved Gray/Seconded Symes)* Carried
  
3. To adopt the Greytown Community Board priorities for 2022/23 subject to a spelling correction to urupa.  
*(Moved Cr Plimmer/Seconded Symes)* Carried

The meeting closed at 6.14pm.

**Confirmed as a true and correct record**

.....Chairperson

.....Date



- Present:** Ann Rainford (Chair), Shelley Symes, Simone Baker, Graeme Gray, Councillor Rebecca Fox and Councillor Alistair Plimmer
- In Attendance:** Amanda Bradley (General Manager, Policy & Governance) and Kaity Carmichael (Committee Advisor)
- Also In Attendance:** Frank Mineham (Friends of O’Connors Bush) and Shane Atkinson (Greytown Trails Trust)
- Conduct of Business:** This meeting was conducted in public in the WBS Room, Greytown Town Centre between 6.00pm and 7.05pm.

**1. EXTRAORDINARY BUSINESS**

Ms Rainford noted that the Covid-19 Home Care kits, signs at Papawai Marae and funding for a dog poo bin on the corner of Jellicoe Street and Massey Street would be discussed under the Chairperson Report.

**2. APOLOGIES**

*GCB RESOLVED (GCB 2022/29) to receive apologies from Councillor Fox (Moved Gray/Seconded Cr Plimmer)* Carried

**3. CONFLICTS OF INTEREST**

There were no conflicts of interest declared.

**4. ACKNOWLEDGMENTS AND TRIBUTES**

Ms Symes acknowledged the passing of her father and thanked the board for their support during this time.

Ms Baker thanked the board for the flowers while she was recently unwell.

**5. PUBLIC PARTICIPATION**

Shane Atkinson – Greytown Trails Trust

Mr Atkinson updated members on progress of the Tauherenikau bridge project and provided an update on the proposed location of the pou in Clifford Square.

Mr Atkinson spoke about the engagement process and thanked the board for their support of the project.

### Frank Mineham – Greytown Arbor Week 2022

Mr Mineham noted that it has been 50 years since the passing of Stella Bull and shared that a rotary tree will be planted in the park. Mr Mineham spoke about the upcoming tree plantings and activities associated with Greytown Arbor Week 2022. Mr Mineham requested support with advertising for the activities.

## **6. ACTIONS FROM PUBLIC PARTICIPATION**

Members acknowledged the work by Greytown Trails Trust on the Tauherenikau bridge and pou project.

Ms Rainford noted that the Greytown Arbor Week 2022 would be advertised in the Grapevine and on the Greytown Community Board Facebook page. Ms Bradley undertook putting the events on the Council Facebook Page.

## **7. COMMUNITY BOARD MINUTES**

### **7.1 Greytown Community Board Minutes – 11 May 2022**

*GCB RESOLVED (GCB 2022/30)* that the minutes of the Greytown Community Board meeting held on 11 May 2022 be confirmed as a true and correct records.

*(Moved Cr Plimmer/Seconded Gray)*

Carried

### **7.2 Greytown Community Board Minutes – 25 May 2022**

*GCB RESOLVED (GCB 2022/31)* that the minutes of the Greytown Community Board meeting held on 25 May 2022 be confirmed as a true and correct record.

*(Moved Symes/Seconded Gray)*

Carried

## **8. CHAIRPERSON REPORT**

### **8.1 Chairperson Report**

*GCB RESOLVED (GCB 2022/32)* to receive the Chairperson Report.

*(Moved Symes/Seconded Baker)*

Carried

Mrs Rainford spoke to items outlined in the Chairperson Report and thanked those involved with the organization of Greytown Arbor Week 2022.

Members discussed funding available to the Memorial Wall at Soldiers Memorial Park and noted they will continue to work with the Greytown RSA on the project.

Members queried the large number of high speed sewage trucks on Papawai Road during times of heavy rain water and requested a more solution focused response from officers.



*GCB RESOLVED (GCB 2022/33)* to grant \$1,500 to place a dog poo bin on the corner of Jellicoe and Massey Street in Greytown, to be funded through the beautification fund.

*(Moved Rainford/Seconded Cr Plimmer)*

Carried

Ms Rainford provided an update on the Seniors IT project at Kuranui College, the Covid-19 Home Care Kit community project and the signs at Papawai Marae.

**9. DECISION REPORTS FROM CHIEF EXECUTIVE AND STAFF:**

There were no decision reports from Chief Executive and staff.

**10. INFORMATION REPORTS FROM CHIEF EXECUTIVE AND STAFF**

**10.1 Officers' Report**

*GCB RESOLVED (GCB 2022/34)* to receive the Officers' Report.

*(Moved Cr Plimmer/Seconded Gray)*

Carried

Cr Plimmer acknowledged the work of Wellington Water following a lightning strike of the wastewater treatment plant.

**10.2 Income and Expenditure Report**

*GCB RESOLVED (GCB 2022/35)* to receive the Income and Expenditure Report for the period ending 31 March 2022.

*(Moved Gray/Seconded Baker)*

Carried

Members queried the number of committed funds remaining in the beautification budget and requested clarification on why there are several committed funds remaining unpaid.

*GCB RESOLVED (GCB 2022/36)* to remove the \$2000 for the 2021 Christmas in the Park event from the committed funds.

*(Moved Gray/Seconded Baker)*

Carried

**10.3 Action Items Report**

*GCB RESOLVED (GCB 2022/37)* to receive the Action Items Report

*(Moved Cr Plimmer/Seconded Gray)*

Carried

Members discussed open action items and noted further updates. Ms Bradley undertook providing clarification on the removal of notable trees.

*GCB NOTED:*

Action 278: Request an update on the removal of the two flags in central Greytown which are not on the flag track system.

Action 279: Request an update on the progress of the pavilion project at Soldiers Memorial Park.

**11. NOTICES OF MOTION**

There were no notices of motion.

**12. MEMBER REPORTS (INFORMATION)**

Ms Symes spoke to items outlined in the Member Report and provided an update on WREMO training and equipment maintenance.

The meeting closed at 7.05pm.

**Confirmed as a true and correct record**

.....Chairperson

.....Date



**Minutes – 19 May 2022**

- Present:** Mel Maynard (Chair), Aidan Ellims, Michael Honey, Councillor Pam Colenso and Councillor Pip Maynard
- In Attendance:** Mayor Alex Beijen, Stefan Corbett (Group Manager, Partnership and Operations), Melanie Barthe (Climate Change Advisor) and Kaitlyn Carmichael (Committee Advisor)
- Public Participation** Leah Hawkins
- Conduct of Business:** This meeting was conducted in public in the Supper Room, Martinborough Town Hall, Texas Street, Martinborough between 6.30pm and 7.57pm and was live streamed on the Council's YouTube Channel. All members participating via video conference counted for the purpose of the meeting quorum in accordance with clause 25B of Schedule 7 to the Local Government Act 2002.

**1. EXTRAORDINARY BUSINESS**

Letters of support for the proposed naming of a new private road, at 46-48 Weld Street, will be tabled for consideration under item 8.1.

**2. APOLOGIES**

There were no apologies.

**3. CONFLICTS OF INTEREST**

There were no conflicts of interest declared.

**4. ACKNOWLEDGMENTS AND TRIBUTES**

Cr Maynard acknowledged the passing of Niniwa Munro and noted her contribution in the establishment of the Māori Standing Committee.

Mr Honey acknowledged the work of Bryce Neems throughout his time as the Amenities and Solid Waste Manager. Members noted his contributions to Considine Park and Pain Farm Estate.

Mayor Beijen and Mr Fenwick acknowledged the passing of Pete Smith who is a long term resident of the pensioner flats in Martinborough.

Ms Maynard acknowledged the opening of the new Pain & Kershaw supermarket and congratulated the Kershaw family on their achievements.

## 5. PUBLIC PARTICIPATION

### Leah Hawkins – Road Naming Application

Ms Hawkins spoke in support of her road naming application and shared the history and context for name, George Hawkins Way. Ms Hawkins requested the boards support on the preferred name.

## 6. ACTIONS FROM PUBLIC PARTICIPATION

Ms Maynard noted that actions from public participation would be considered under item 8.1, the Road Naming Report.

## 7. MARTINBOROUGH COMMUNITY BOARD MINUTES

### 7.1 Martinborough Community Board Minutes – 19 May 2022

*MCB RESOLVED (MCB 2022/27)* that the minutes of the Martinborough Community Board meeting held on 19 May 2022 be confirmed as a true and correct record.

*(Moved Cr Maynard/Seconded Ellims)*

Carried

## 8. DECISION REPORTS FROM CHIEF EXECUTIVE AND STAFF REPORTS

### 8.1 Road Naming Report

*MCB RESOLVED (MCB 2022/28):*

1. To receive the proposed naming of a new private road, at 46-48 Weld Street, In Martinborough Report.

*(Moved Honey/Seconded Cr Maynard)*

Carried

2. To approve the proposed naming of “George Hawkins Way” for the proposed private road at 46-48 Weld Street, Martinborough.

*(Moved Honey/Seconded Cr Colenso)*

Carried

Members acknowledged the legacy of George Hawkins and whanau and offered full support for the application.

## 9. INFORMATION REPORTS FROM CHIEF EXECUTIVE AND STAFF

### 9.1 Climate Change Report

*MCB RESOLVED (MCB 2022/29)* to receive the Climate Change Report.

*(Moved Ellims/Seconded Fenwick)*

Carried

Ms Barthe spoke to items outlined in the report and provided information on the Risk and Reliance Strategy. Ms Barthe noted upcoming workshops to discuss risk mitigation strategies for the campgrounds outlined in the report.

Members queried the risk associated with the Lake Ferry Campground and Ms Barthe provided clarification.

Members queried if the information outlined in the report will be incorporated into the Coastal Camping Bylaw. Mr Corbett noted that risk

and mitigation are relevant to the way low laying camping areas are managed.

**9.2 Income and Expenditure Report**

*MCB RESOLVED (MCB 2022/30) to receive the Income and Expenditure Statement for the period ending 31 May 2022.*

*(Moved Cr Colenso/Seconded Ellims)*

Carried

Members noted that the beautification portion of the report was not included. Ms Carmichael undertook distributing this to the board.

**9.3 Action Items Report**

*MCB RESOLVED (MCB 2022/31) to receive the Action Items Report.*

*(Moved Cr Maynard/Seconded Ellims)*

Carried

Members discussed items outlined in the report and noted further updates.

Members debated if the maintenance of costal BBQs could be undertaken by local residents. Ms Maynard undertook following up with Ms Boyne about this item.

**9.4 Officer's Report**

*MCB RESOLVED (MCB 2022/32) to receive the Officers Report.*

*(Moved Cr Maynard/Seconded Cr Colenso)*

Carried

Mr Corbett noted the large number of transformative legislation currently being considered by central government.

Mayor Beijen provided an update on the Wellington Regional Leadership Committee.

Members discussed the Road to Zero and roading safety in the ward.

Mayor Beijen noted the benefit of inviting a Waka Kotahi representative to an upcoming Council meeting. Mr Corbett provided clarification on the process and spoke to current roading priorities.

Ms Maynard noted errors in spelling of Hau Ariki Marae and Tauherenikau in the report and Mr Corbett undertook making corrections.

**10. NOTICES OF MOTION**

There were no notices of motion.

**11. CHAIRPERSON REPORT**

**11.1 Chairperson Report**

*MCB RESOLVED (MCB 2022/33) to receive the Chairperson Report.*

*(Moved Cr Colenso/Seconded Fenwick)*

Carried

Ms Maynard acknowledged the success of the recent Hinekura Road residents meeting and requested that the board be included in all correspondence to

residents. Mr Carmichael undertook adding the board to the email distribution list.

Members agreed to send the attached letter to the Wairarapa Dark Sky Association on behalf of the board.

Ms Maynard requested an update on the Three Waters Government Reform and Mr Corbett and Mayor Beijen provided information. Cr Maynard and Cr Colenso noted that a full update is available as part of the 30 June 2022 Council agenda.

## 12. MEMBER REPORTS

There were no member reports.

## 13. PUBLIC EXCLUDED BUSINESS

*MCB RESOLVED (MCB 2022/34)* that the public be excluded from the following part of the meeting, namely:

The general subject of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

Report/General Subject Matter	Reason for passing this resolution in relation to the matter	Ground(s) under Section 48(1) for the passing of this Resolution
13.1 Stock Exclusion from Waterways	Good reason to withhold exists under section 7(2)(i)	Section 48(1)(a)

This resolution is made in reliance on Section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 6 or section 7 of that Act which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public are as follows:

Reason for passing this resolution in relation to the matter	
The withholding of the information is necessary to enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).	Section 7(2)(i)

*(Moved Maynard/Seconded Cr Maynard)*

Carried

The meeting closed at 7.57pm.

**Confirmed as a true and correct record**

.....Chairperson

.....Date



**SOUTH WAIRARAPA  
DISTRICT COUNCIL**  
*Kia Reretahi Tātau*

## Martinborough Community Board

**Minutes – 30 June 2022**

### **PUBLIC EXCLUDED**

- Present:** Mel Maynard (Chair), Michael Honey, Aidan Ellims, Councillor Pam Colenso and Councillor Pip Maynard.
- In Attendance:** Mayor Alex Beijen, Stefan Corbett (Group Manager, Partnership & Operations), Melanie Barthe (Climate Change Advisor) and Kaitlyn Carmichael (Committee Advisor).
- Conduct of Business:** The meeting was conducted in public in the Supper Room, Martinborough Town Hall, Texas Street, Martinborough between 6.30pm and 9.03pm.

## **2. Apologies**

There were no apologies.

## **13. Consideration of Public excluded business**

*MCB RESOLVED (MCB 2021/35)* that the public be excluded from the following part of the meeting, namely:

The general subject of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

<b>Report/General Subject Matter</b>	<b>Reason for passing this resolution in relation to the matter</b>	<b>Ground(s) under Section 48(1) for the passing of this Resolution</b>
13.1 Stock Exclusion from Waterways	Good reason to withhold exists under section 7(2)(i)	Section 48(1)(a)

This resolution is made in reliance on Section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 6 or section 7 of that Act which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public are as follows:

<b>Reason for passing this resolution in relation to the matter</b>	
The withholding of the information is necessary to enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).	Section 7(2)(i)

*(Moved Maynard/Seconded Cr Maynard)*

Carried

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**13.1 Martinborough Community Board Minutes**

*MCB RESOLVED (MCB 2022/35 PE) that the minutes of the Public Excluded Martinborough Community Board meeting held on 19 May 2022 be confirmed as a true and correct record.*

*(Moved Ellims/Seconded Cr Maynard)*

Carried

The meeting closed at 7.57pm.

**Confirmed as a true and correct record**

.....Chairperson

.....Date

**DISCLAIMER**

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**Minutes – 28 June 2022**

- Present:** Mark Shepherd (Chair), Claire Bleakley, Jayson Tahinurua, Mike Gray, Cr Garrick Emms and Cr Colin Olds
- In Attendance:** Mayor Alex Beijen, Russell O’Leary (Group Manager, Planning and Environment), Rick Mead (Manager, Environmental Services) and Kaitlyn Carmichael (Committee Advisor)
- Public Participation:** John Bushnell, Shane Atkinson, Jack Shepherd, Natasha Kewene-Hite, Peter Biggs and Mary Biggs
- Conduct of Business:** The meeting was conducted in public in Kiwi Hall, 62 Bell Street, Featherston, between 7.00pm and 9.07pm.

**1. EXTRAORDINARY BUSINESS**

There was no extraordinary business.

**2. APOLOGIES**

There were no apologies.

**3. CONFLICTS OF INTEREST**

There were no conflicts of interest declared.

**4. ACKNOWLEDGMENTS AND TRIBUTES**

Cr Olds and Ms Bleakley acknowledged two recent community events in Featherston, Booktown Festival and Matariki. Members noted the success of the events and acknowledged the work of Mary and Peter Biggs and Warren Maxwell in the organization of the events.

**5. PUBLIC PARTICIPATION**

John Bushnell & Shane Atkinson – Greytown Trails Trust

Mr Bushnell and Mr Atkinson updated the board on the progress of the Nuku-Pewapewa Pou project and provided an update on the proposed location of the pou in Clifford Square in Featherston. Mr Bushnell spoke about the engagement process and asked the board for their support of the project.

Jack Shepherd & Natasha Kewene-Hite – Fab Feathy Steering Group

Ms Kewene-Hite and Mr Shepherd spoke about a recent community led survey carried out by Fab Feathy. Ms Kewene-Hite highlighted the themes from the survey and noted how these responses will shape a vision for the group moving forward.

### Peter & Mary Biggs – Featherston Booktown Festival

Mr and Ms Biggs spoke about Featherston Booktown and shared the success of the 2022 festival. Mr Biggs noted how Featherston is the countries only Booktown and spoke about the positive impact it has on the local community. Ms Biggs thanked the Council for their contribution to the recent festival and young readers program.

## **6. ACTIONS FROM PUBLIC PARTICIPATION**

Members noted they will now consider item 8.1, the Nuku-Pewpewa Pou Report.

## **8. DECISION REPORTS FROM CHIEF EXECUTIVE AND STAFF (ITEM MOVED)**

### **8.1 Nuku-Pewapewa Pou Report**

*FCB RESOLVED (FCB 2022/21) to:*

1. Receive the Rangatira Nuku-Pewapewa Pou Report.  
*(Moved Shepherd/Seconded Cr Olds)* Carried
2. Agree that the Nuku-Pewapewa Pou Project aligns with the Clifford Square Management Plan.
3. Notes the Memorandum of Understanding between Greytown Trails Trust and South Wairarapa District Council.
4. Recommend to the assets and services committee to approve the Nuku-Pewapewa Pou Project subject to agreement of the project from relevant mana whenua and the Māori Standing Committee.  
*(Moved Cr Olds/Seconded Gray)* Carried

## **6. ACTIONS FROM PUBLIC PARTICIPATION**

Members spoke about the important impact of Fab Feathy on the community and noted the importance of the themes outlined in the community survey. Members debated the potential of these to guide the future priorities of the community board. Members noted the success of the Booktown festival and the importance of including a traffic management plan for future festivals as they continue to grow.

*FCB NOTED:*

Action 290: Investigate if there would be a benefit to the Featherston Booktown Festival to have a traffic management plan for next years event.

## **7. FEATHERSTON COMMUNITY BOARD MINUTES – 17 MAY 2022**

*FCB RESOLVED (2022/26) that the minutes of the Featherston Community Board meeting held on 17 May 2022 be confirmed as a true and correct record.*

*(Moved Cr Olds/Seconded Gray)* Carried

## **9. INFORMATION REPORTS FROM CHIEF EXECUTIVE AND STAFF**

### **9.1 Officer's Report**

*FCB RESOLVED (FCB 2022/27) to receive the Officer's Report.*

*(Moved Bleakley/Seconded Gray)* Carried

### **DISCLAIMER**

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Mr Gray queried the timeline for consultation for the Featherston Master Plan and noted the overlap with important central government policy reforms and the local government election. Mr O'Leary provided clarification on the timeline of the plan.

Ms Bleakley queried the consideration of the infrastructure in the Master Plan and noted that this must take priority before any community growth.

Members queried the status of the dog pound and noted the recent attack on a person in the Featherston Community outlined in the report. Mr Mead provided clarification on the process.

## 9.2 Action Items Report

*FCB RESOLVED (FCB 2022/28) to receive the Action Items Report.*

*(Moved Bleakley/Seconded Tahinurua)*

Carried

Members discussed open actions and noted further updates.

Members requested that action item 83 be reopened as the 'Welcome to Featherston' sign is not yet completed. Members debated the funding source for the installation of the sign.

Members discussed the necessity of the purchasing a storage container and noted that further discussion by the board is necessary. Mr Shepherd undertook providing the board with a management plan and proposed container location for the next meeting.

Members debated the cancellation of the Featherston Waste Water Treatment Plant Public meeting.

*FCB RESOLVED (FCB 2022/29) to write a letter to the Chief Executive on behalf of the board requesting a new date be set for the Featherston Waste Water Treatment Plant Public Meeting.*

*(Moved Bleakley/Seconded Tahinurua)*

Carried

Cr Emms abstained  
Cr Olds voted against

## 9.3 Income and Expenditure Report

*FCB RESOLVED (FCB 2022/30) to:*

1. Receive the Income and Expenditure Report for the period ending 31 March 2022.

*(Moved Gray/Seconded Tahinurua)*

Carried

2. Receive the Income and Expenditure Report for the period ending 31 May 2022.

*(Moved Tahinurua/Seconded Shepherd)*

Carried

## 10. NOTICES OF MOTION

There were no notices of motion.

## 11. CHAIRPERSON REPORT

### 11.1 Chairperson Report

*FCB RESOLVED (FCB 2022/31) to:*

### DISCLAIMER

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

1. Receive the Chairperson Report.  
*(Moved Bleakley/Seconded Tahinura)* Carried
2. Approve up to \$500 from the beautification fund to purchase 400 sand bags for community use during flooding events.  
*(Moved Bleakley/Seconded Tahinura)* Carried

Mr Shepherd spoke to items outlined in his Chairperson Report.

Members discussed the impact of climate change and heavy rain on community properties and noted the importance of a long-term solution to flooding. Members noted that making sandbags available to the community would be beneficial for short term use.

Cr Olds noted that support for un-mowed berms would be reviewed by the Featherston Community Trust on a case by case basis.

**12. ELECTED MEMBER REPORTS (INFORMATION)**

There were no elected member reports.

**13. REPORTS FROM YOUTH REPRESENTATIVES (INFORMATION)**

There were no youth representative reports.

The meeting closed at 9.07pm.

**Confirmed as a true and correct record**

.....Chairperson

.....Date

**DISCLAIMER**

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



## **FINANCE, AUDIT AND RISK COMMITTEE**

### **Minutes from 22 June 2022**

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- Present:** Councillors Leigh Hay (Chair), Pam Colenso, Garrick Emms (until 11:18am), Brenda West and Brian Jephson (via zoom), Colin Olds, Mayor Alex Beijen and Independent Member Kit Nixon.
- In Attendance:** Harry Wilson (Chief Executive), Amanda Bradley (General Manager Policy and Governance), Paul Gardner (General Manager HR & Corporate Services), Karon Ashforth (General Manager Finance), Charly Clarke (Finance Manager), and Amy Andersen (Committee Advisor).
- Conduct of Business:** This meeting was held in the Supper Room, Waihinga Centre, 62 Texas Street, Martinborough and via audio-visual conference, commencing at 10.00am. All members participating via audio-visual conference count for the purpose of the meeting quorum in accordance with clause 25B of Schedule 7 to the Local Government Act 2002. This meeting was live-streamed and is available to view on our YouTube channel.  
The meeting was held in public under the above provisions from 10.00am to 11:52am except where expressly noted.
- 

#### **Open Section**

- A1. Apologies**  
There were no apologies.
- A2. Conflicts of Interest**  
There were no conflicts of interest declared.
- A3. Public Participation**  
There was no public participation.
- A4. Actions from Public Participation**  
There were no actions from public participation.
- A5. Extraordinary Business**  
There was no extraordinary business.

**A6. Minutes for Confirmation**

*FINANCE AUDIT AND RISK COMMITTEE RESOLVED (FAR2022/20)* that the minutes of the Finance, Audit and Risk Committee meeting held on 11 May 2022 are a true and correct record, subject to the correction of Ms Ashforth's name in point 2 of resolution FAR2022/14.

*(Moved Cr Olds/Seconded Cr Colenso)*

Carried

**B Decision Reports**

**B1. Setting Fees and Charges for Official Information Requests Report**

Ms Bradley spoke to matters in the report.

Members queried who determines what constitutes a request, the circumstances where fees and charges may be applied, reasons for increases of requests made, processes for actioning requests and the Ombudsman's current approach to the release of council information.

Ms Bradley spoke about plans relating to transparency and communication of requests.

Video off and resumed at 10:16am.

*FINANCE AUDIT AND RISK COMMITTEE RESOLVED (FAR2022/21)* to:

1. Receive the Setting Fees and Charges for Official Information Requests Report.

*(Moved Cr West/Seconded Cr Olds)*

Carried

2. Recommend that Council adopt the proposed fees and charges for official information requests for 2022/23 financial year.

*(Moved Mayor Beijen/Seconded Cr Colenso)*

Carried

**C Information and Verbal Reports from Chief Executive and Staff**

**C2. Policy and Governance Report (Item Moved)**

Ms Bradley spoke to matters outlined in the report, including the strategic register timeframe, policy review and the resident's perception survey.

Ms Bradley responded to members questions about the policy review (timeframes, process/approach), an upcoming strategic risk register workshop and the pre-election briefing report.

Mr Gardner responded to members queries relating to the update of HR related policies.

*FINANCE AUDIT AND RISK COMMITTEE RESOLVED (FAR2022/22)* to receive the Policy and Governance Report.

*(Moved Cr West/Seconded Cr Emms)*

Carried

**C4. Official Information Request Topic Trends Report (Item moved)**

Ms Bradley spoke to matters in the report and responded to members questions regarding transparency and information released under LGOIMA.

*FINANCE AUDIT AND RISK COMMITTEE RESOLVED (FAR2022/23) to receive the Official Information Request Topic Trends Report.*

*(Moved Cr Olds/Seconded Cr West)*

Carried

**C1. Finance Report**

Ms Clark spoke to matters in the report, including overall performance, operating surplus, commercial leases and expenditure.

Due to audio issues, meeting paused at 10:46am and resumed at 10:46am.

Mr Wilson and Mr Gardner responded to members questions about IT expenditure and ongoing upgrades to infrastructure.

Ms Clark responded to members questions on interest rates and overspends / underspends.

Mr Wilson responded to members questions on the progression of the liquefaction modelling project.

*FINANCE AUDIT AND RISK COMMITTEE RESOLVED (FAR2022/24) to receive the Finance Report.*

*(Moved Cr Colenso/Seconded Mayor Beijen)*

Carried

**C3. Action Items Report**

Members discussed and sought updates to Action 55.

*FINANCE AUDIT AND RISK COMMITTEE RESOLVED (FAR2022/25) to receive the Action Items Report.*

*(Moved Cr Emms/Seconded Mayor Beijen)*

Carried

**D. Public Excluded Business**

**D1. Mid-Year Pulse Survey on Staff Engagement Report**

*distributed separately*

Report/General Subject Matter	Reason for passing this resolution in relation to the matter	Ground(s) under Section 48(1) for the passing of this Resolution
Mid-Year Pulse Survey on Staff Engagement Report	Good reason to withhold exists under section 7(2)(a) and 7(2)(f)(ii)	Section 48(1)(a)

This resolution (FAR2022/26) is made in reliance on Section 48(1) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 6 or section 7 of that Act which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public are as follows:

Reason for passing this resolution in relation to the matter	Ground(s) under Section 48(1) for the passing of this Resolution
The withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons.	Section 7(2)(a)
The withholding of the information is necessary to maintain the effective conduct of public affairs through the protection of such members, officers, employees, and persons from improper pressure or harassment.	Section 7(2)(f)(ii)

(Moved Cr Olds/Seconded Cr Colenso)

Carried

Meeting adjourned at 11:18am.

Meeting reconvened under public excluded provisions at 11:29am.

The meeting closed at 11:52am.

**Confirmed as a true and correct record**

.....(Chair)

.....(Date)





**ASSETS AND SERVICES COMMITTEE  
Minutes from 13 July 2022**

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**Member's Present:** Councillors Brian Jephson (Chair), Garrick Emms (via Zoom), Pip Maynard (via Zoom), Alistair Plimmer (via Zoom) and Mayor Alex Beijen (until 2:10pm).

**Also in Attendance:** Councillors Pam Colenso, Colin Olds and Brenda West. Narida Hooper (Māori Standing Committee) and Mel Maynard (Martinborough Community Board).

**Staff In Attendance:** Harry Wilson (Chief Executive Officer), Stefan Corbett (Group Manager Partnership and Operations), Tim Langley (Roading Manager), and Amy Andersen (Committee Advisor).  
Colin Crampton, Gary Cullen, Linda Fairbrother and Adam Mattsen (Wellington Water Limited). Charles Horrell (Boffa Miskell).

**Conduct of Business:** This meeting was held in the Supper Room, Waihinga Centre, 62 Texas Street, Martinborough and via audio-visual conference. All members participating via audio-visual conference were counted for the purpose of the meeting quorum in accordance with clause 25B of Schedule 7 to the Local Government Act 2002. This meeting was live-streamed and is available to view on our [YouTube channel](#).  
The meeting was held in public under the above provisions from 12:31pm to 3:52pm except where expressly noted.

**Public Forum:** Don McCreary and Aidan Ellims

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**Open Section**

**A1. Apologies**

*ASSETS AND SERVICES COMMITTEE RESOLVED (A&S2022/28) to accept apologies from Cr Fox and Mayor Beijen (leaving meeting early).  
(Moved Cr Plimmer/Seconded Cr Maynard)*

Carried

**A2. Conflicts of Interest**

There were no conflicts of interest declared.

**A3. Public Participation**

Mr Ellims, also spoke in support of Item B1 – The Hinekura Landslide Report, and highlighted the importance of resident wellbeing, access to education and activities and economic costs to farms and businesses. Mr Ellims noted that these residents were district ratepayers and offered support for Don McCreary’s proposal to provide an alternative farm track.

Mr Ellims responded to members’ questions about the farm track and timing of meetings.

**A4. Actions from Public Participation**

Actions from public participation were discussed under Item B1.

**A5. Extraordinary Business**

There was no extraordinary business.

**A6. Minutes for Confirmation**

*ASSETS AND SERVICES COMMITTEE RESOLVED (A&S2022/29)* that the minutes of the Assets and Services Committee meeting held on 1 June 2022 are a true and correct record.

*(Moved Cr Maynard/Seconded Cr Emms)*

Carried

**B2. Combined District Plan Provision for Water Race Maintenance (Item Moved)**

Mr Wilson spoke to matters outlined in the report.

Members discussed access, cleaning and the ongoing maintenance of water races.

Members highlighted the challenges relating to water races and discussed potential solutions in urban areas where water races are not being cleared.

*ASSETS AND SERVICES COMMITTEE RESOLVED (A&S2022/30) to:*

1. Receive the Combined District Plan Provision for Water Race Maintenance Report.

*(Moved Cr Colenso/Seconded Cr Olds)*

Carried

*[Read together]*

2. Provide feedback on the proposed approach for the draft Combined District Plan.

3. Note that any feedback will be reported back to the Combined District Plan Joint Committee.

*(Moved Cr Jephson/Seconded Cr Emms)*

Carried

**C. Information and Verbal Reports from Chief Executive and Staff**

**C2. Partnership and Operations - Water Report (Item Moved)**

Mr Corbett introduced the Wellington Water (WWL) team and acknowledged the work completed over the past 12 months.

Mr Corbett and Mr Wilson, with support from WWL, responded to members questions relating to: budgets; funding and expenditure relating to projects; progress on reaction time to issues and delivery of services; wastewater area and compliance risks; the programme of work ahead in 2022/23; improvements made over the past 12 months; adverse weather events; consultation and engagement with the community in relation to the Tauherenikau pipeline; and the approach to the prioritisation of work.

Members deferred a decision to recommend options to Council on the Tauherenikau Pipeline until they received further information.

*ASSETS AND SERVICES COMMITTEE RESOLVED (A&S2022/31) to:*

1. Receive the Partnership and Operations - Water Report.  
(Moved Cr Plimmer/Seconded Cr Jephson) Carried  
[Read together]
2. Note WWL advice on FY 22/23 and 23/24 budgets including risks attached to as yet unfunded capital projects.
3. Note the reset of the Featherston Wastewater Treatment plan has been completed and a new Project Plan issued for the Assets and Services Committee's consideration.  
(Moved Cr Jephson/Seconded Cr Plimmer) Carried

The meeting was adjourned at 2:28pm

The meeting was reconvened at 2:35pm

**B Decision Reports from Chief Executive and Staff**

**B1. Hinekura Road Landslide Report**

Mr Corbett spoke to matters included in the report, including Mr McCreary's proposal to build a farm track to support the Hinekura community.

Members sought clarification relating to funding sources and the potential impact on budgets to support recommendations to Council.

Mr McCreary was in attendance for the reading of this report and responded to members queries about his proposal, including building works, access and setup, timeframes and costs.

Cr Emms left the meeting at 3:03pm

Cr Emms returned to the meeting at 3:08pm

*ASSETS AND SERVICES COMMITTEE RESOLVED (A&S2022/32) to:*

1. Receive the Hinekura Road Landslide Report.  
(Moved Cr Maynard/Seconded Cr Jephson) Carried

2. Recommend to Council that it approves the use of up to \$500,000 unbudgeted capital expenditure to allow Management to continue work on new roading alignment and design.  
(Moved Cr Maynard/Seconded Cr Plimmer)
3. Recommend to Council that it approve the use of up to \$200,000 capped for capital works from the Rural Road Reserve to continue the maintenance and improvement of the alternative route to Hinekura via Admiral Hill. And agreed a further 100k to support the creation of a temporary farm track built by private landowners to reconnect the Hinekura community to the road on the Martinborough side.  
(Moved Cr Plimmer/Seconded Cr Emms)
4. Recommend to Council that it approve fully or partially funding the maintenance costs (approximate figure TBC) of a temporary farm track built by private landowners to reconnect the Hinekura community to the road on the Martinborough side.  
(Moved Cr Emms/Seconded Cr Plimmer)  
*[Read together]*
5. Note that \$20,000 emergency unbudgeted expense from Council operating expenditure has been approved by the Chief Executive to establish the Hinekura Road Relief Fund.
6. Note the rebuild of the Hinekura Road will be a capital project that is anticipated to be loan funded over a 30-year term (the average life of a rural road).  
(Moved Cr Plimmer/Seconded Cr Jephson) Carried

*ASSETS AND SERVICES COMMITTEE RESOLVED (A&S2022/33) to suspend Standing Orders at 3:45pm.*

(Moved Cr Jephson/Seconded Cr Plimmer) Carried

**B3. Recommendations from Featherston Community Board**

*ASSETS AND SERVICES COMMITTEE RESOLVED (A&S2022/34) to:*

1. Receive the Recommendations from Featherston Community Board Report.  
(Moved Cr Plimmer/Seconded Cr Emms) Carried
2. Recommend to Council to approve the Nuku-Pewapewa Pou Project, subject to agreement from relevant mana whenua and the Māori Standing Committee.  
(Moved Cr Jephson/Seconded Cr Emms) Carried

**C Information and Verbal Reports from Chief Executive and Staff**

**C1. Partnership and Operations Roothing and Amenities**

Mr Corbett acknowledged the work of SWDC Roothing Team.

ASSETS AND SERVICES COMMITTEE RESOLVED (A&S2022/35) to receive the Partnership and Operations Amenities and Roading Officers' Report.

(Moved Cr Jephson/Seconded Cr Emms)

Carried

**C3. Action Items Report**

Officers responded to members requests for updates on Actions 254.

ASSETS AND SERVICES COMMITTEE RESOLVED (A&S2022/36) to receive the Action Items Report.

(Moved Cr Jephson/Seconded Cr Emms)

Carried

**D Public Excluded**

The general subject of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

Report/General Subject Matter	Reason for passing this resolution in relation to the matter	Ground(s) under Section 48(1) for the passing of this Resolution
Public excluded minutes of the Assets and Services Committee meeting held on 1 June 2022.	Good reason to withhold exists under section 7(2)(b)(ii)	Section 48(1)(a)

This resolution (A&S2022/37) is made in reliance on Section 48(1) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 6 or section 7 of that Act which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public are as follows:

Reason for passing this resolution in relation to the matter	Ground(s) under Section 48(1) for the passing of this Resolution
The withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information.	Section 7(2)(b)(ii)

(Moved Cr Plimmer/ Seconded Cr Jephson)

Carried

The meeting closed at 3:52pm

**Confirmed as a true and correct record**

.....(Chair)

.....(Date)



## **PLANNING AND REGULATORY COMMITTEE**

### **Minutes from 13 July 2022**

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**Members present:** Councillors Pam Colenso (Chair), Colin Olds, Brenda West and Leigh Hay (via Zoom).

**Staff in attendance:** Harry Wilson (Chief Executive Officer), Russell O’Leary (Group Manager Planning and Environment), Rick Mead (Environmental Services Manager), Mélanie Barthe (Climate Change Advisor), James Witham (Planning Manager), Sara Edney (Building Manager) and Amy Andersen (Committee Advisor).

**Conduct of Business:** This meeting was held in the Supper Room, Waihinga Centre, 62 Texas Street, Martinborough and via audio-visual conference, commencing at 10:00am. All members participating via audio-visual conference counted for the purpose of the meeting quorum in accordance with clause 25B of Schedule 7 to the Local Government Act 2002. This meeting was live-streamed and is available to view on our [YouTube channel](#). The meeting was held in public under the above provisions from 10:03am to 11:22am except where expressly noted.

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#### **Open Section**

**A1. Apologies**

*PLANNING AND REGULATORY COMMITTEE RESOLVED (P&R2022/19) to accept apologies from Mayor Beijen and Cr Fox.*

*(Moved Cr Olds /Seconded Cr West)*

Carried

**A2. Conflicts of Interest**

There were no conflicts of interest declared.

**A3. Public Participation**

There was no public participation.

**A4. Actions from Public Participation**

There was no public participation.

**A5. Extraordinary Business**

There was no extraordinary business.

**A6. Minutes for Confirmation**

*PLANNING AND REGULATORY COMMITTEE RESOLVED (P&R2022/20)* that the minutes of the Planning and Regulatory Committee meeting held on 1 June 2022 are a true and correct record.

*(Moved Cr Hay/Seconded Cr West)*

Carried

**B. Decision Reports from Chief Executive and Staff**

There were no decision reports.

**C. Information and Verbal Reports from Chief Executive and Staff**

**C1. Planning and Environment Group Report**

Mr O’Leary spoke to matters outlined in the report, including the alcohol applications, the Featherston Masterplan, District Plan review, development of the dog pound, earthquake prone buildings and service level results.

Council Officers responded to members questions about the development of the dog pound, dog registrations, changes to guidelines for the classification of earthquake prone buildings, road signage updates and service level reports.

*PLANNING AND REGULATORY RESOLVED (P&R2022/21)* to receive the Planning and Environment Group Report.

*(Moved Cr Hay/Seconded Cr Colenso)*

Carried

**C2. Climate Change – Response to Draft National Adaptation Plan Report.**

Ms Barthe spoke to matters outlined in the report, including the process for and content of the submission to the Ministry for the Environment.

Ms Barthe responded to queries on community awareness of climate change.

*PLANNING AND REGULATORY RESOLVED (P&R2022/22)* to:

1. Receive the Climate Change – Response to Draft National Adaptation Plan Report.

*(Moved Cr Olds/Seconded Cr West)*

Carried



[Read together]

- 2. Receive the attachment ‘Three Wairarapa District Councils’ joint submission –Draft National Adaptation Plan’.
- 3. Note that the three Wairarapa District Councils agreed to make a joint submission in response to the Ministry for the Environment’s draft National Adaptation Plan.
- 4. Note that the three Wairarapa District Councils have approved the joint submission on the Ministry for the Environment’s draft National Adaptation Plan.
- 5. Note that the three Wairarapa District Council’s joint submission on the Ministry for the Environment’s draft National Adaptation Plan has been submitted to the Ministry for the Environment.

*(Moved Cr Olds/Seconded Cr Hay)*

Carried

**C3. Climate Change – 2021 Greenhouse Gas Inventory Report**

Ms Barthe spoke to matters outlined in the report and expanded on the results and targets.

Ms Barthe responded to members questions on data results and the high rates of wastewater emissions.

*PLANNING AND REGULATORY RESOLVED (P&R2022/23) to:*

*[Read together]*

- 1. Receive the Climate Change – 2021 Greenhouse Gas Inventory Report.
- 2. Receive the attachment ‘Greenhouse gas inventory 2021 for South Wairarapa District Council’.

*(Moved Cr Colenso/Seconded Cr Hay)*

Carried

**C4. Action Items Report**

*PLANNING AND REGULATORY RESOLVED (P&R2022/24) to receive the Action Items Report.*

*(Moved Cr Colenso/Seconded Cr West)*

Carried

The meeting closed at 11:22am

**Confirmed as a true and correct record**

.....(Chair)

.....(Date)

# SOUTH WAIRARAPA DISTRICT COUNCIL

10 AUGUST 2022

## AGENDA ITEM B2

### RECOMMENDATIONS FROM ASSETS & SERVICES COMMITTEE

#### Purpose of Report

To provide an opportunity for members to consider recommendations received from the Assets and Services Committee.

#### Recommendations

Officers recommend that the Council:

1. *Receive the Recommendations from Assets and Services Committee Report.*
2. *That the following recommendations from the Assets and Services Committee be considered:*

Recommendations from Assets and Services Committee	Resolution Number
Recommend to Council to approve the Nuku-Pewapewa Pou Project, subject to agreement from relevant mana whenua and the Māori Standing Committee.	A&S2022/34

#### 1. Background

The reports to the Assets and Services Committee meeting relating to the recommendations in this report can be found here: [Assets and Services Committee Agenda](#)

The report relating to recommendations (A&S2022/34), was considered by the Assets and Services Committee at their meeting on the 13 July 2022 as item B3, Recommendations from Featherston Community Board Report.

As the primary users of the Reserve where the Pou is proposed to be located, the Cross Creek Railway Society have given their consent and provided feedback on the placement of the Pou.

The Māori Standing Committee agreed to support the project at their meeting on the 2 August 2022 (MSC 2022/30). Ngāti Kahungunu are satisfied that the project is being overseen by Pāpāwai Marae and Pae Tū Mōeki o Tauira and that they do not need to provide formal approval. Pāpāwai Marae and Pae Tū Mōeki o Tauira representatives

on the MSC want to include their representative organisations approval in the one approval letter from the MSC which is to follow. These members are actively involved with the project and attended the MSC meetings on both the 21 June 2022 and the 2 August 2022.

Officers consider that engagement requirements have been satisfied and that Council project approval can be given.

## **2. Appendices**

Appendix 1 - Recommendations from Featherston Community Board Report

Contact Officer: Stefan Corbett, Group Manager Partnerships & Operations

Reviewed By: Harry Wilson, Chief Executive Officer

# **Appendix 1 - Recommendations from Featherston Community Board Report**

# ASSETS & SERVICES COMMITTEE

13 JULY 2022

## AGENDA ITEM B2

### RECOMMENDATIONS FROM FEATHERSTON COMMUNITY BOARD

#### Purpose of Report

To provide an opportunity for members to consider recommendations received from the Featherston Community Board.

#### Recommendations

Officers recommend that the Committee:

1. *Receive the Recommendations from Featherston Community Board Report.*
2. *To consider the recommendations from the Featherston Community Board.*
3. *To recommend to Council to approve the Nuku-Pewapewa Pou Project, subject to agreement from relevant mana whenua and the Māori Standing Committee.*

Recommendations from Assets and Services Committee	Resolution Number
4. Recommend to the Assets and Services Committee to approve the Nuku-Pewapewa Pou Project subject to agreement of the project from relevant mana whenua and the Māori Standing Committee.	FCB 2022/21

#### 1. Background

The reports to the Featherston Community Board meeting relating to the recommendations in this report can be found here: [Featherston Community Board Agenda](#)

The report relating to recommendation (FCB 2022/21), was considered by the Featherston Community Board at their meeting on the 28 June 2022. Item 8.1 Rangatira Nuku-Pewapewa Pou Project Report.

The Featherston Community Board has agreed that the project aligns with the Clifford Square Management Plan.

Although verbal approvals have been sought and given, there is some urgency in gaining the appropriate formal approvals as the grant funding given towards the project has an expiry date.

## **2. Appendices**

Appendix 1 - Rangatira Nuku-Pewapewa Pou Report

Contact Officer: Suzanne Clark, Property Portfolio Advisor

Reviewed By: Stefan Corbett, Group Manager Partnership and Operations

**Appendix 1 - Rangatira Nuku-  
Pewapewa Pou Project Report, 28 June  
2022**

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AGENDA ITEM 8.1

**RANGATIRA NUKU-PEWAPEWA POU PROJECT**

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**Purpose of Report**

To seek a recommendation of approval from the Featherston Community Board for the Nuku-Pewapewa Pou Project.

**Recommendations**

Officers recommend that the Featherston Community Board:

1. *Receive the Rangatira Nuku-Pewapewa Pou Report.*
2. *Agree that the Nuku-Pewapewa Pou Project aligns with the Clifford Square Management Plan.*
3. *Notes the Memorandum of Understanding between Greytown Trails Trust and South Wairarapa District Council.*
4. *Recommends to the Assets and Services Committee to approve the Nuku-Pewapewa Pou Project subject to agreement of the project from relevant mana whenua.*

**1. Background**

Clifford Square is a Recreation Reserve under the Reserves Act 1977 and is subject to the Clifford Square Reserve Management Plan.

The Greytown Trails Trust wish to erect a Pou on the outside of the Mini Fell Railway Track and within the Village Green Amenity Area of Clifford Square (refer Appendix 1) and are liaising with the Featherston Community Board as per section 2.2.1 of the Reserve Management Plan.

This report describes the Pou project and its alignment with the Clifford Square Reserve Management Plan. A draft Memorandum of Understanding has been included in this report as required by the Management Plan. Council officers are seeking a recommendation from the Community Board to the Assets and Services Committee for project approval.



## 2. Discussion

Developments within reserve areas must be consistent with and meet the values and vision of its adopted reserve management plan, or alternatively a proposal needs to be agreed by Council and then go through a period of public engagement. The Pou project is assessed against the Clifford Square Management Plan in the following sections, and specific requirements of the Plan then follow.

### 2.1 Project Alignment with the Clifford Square Management Plan

The vision for Clifford Square is for:

*“A central public meeting place, information and cultural centre for Featherston, Gateway to the Wairarapa, with enhanced open space, historic and cultural features for recreation and leisure opportunities.”*

The Reserve is split into five distinct Amenity Areas that guide and control the use and development based on their primary use. The Playground and Village Green area is the Amenity Area where the Pou is proposed for installation. The Village Green area is described as having a grassed open space that caters for events or informal recreation and a proposed Miniature Railway Track. It is clear within the Plan that any development should not be detrimental to this vision. It is also clear that the community want the Reserve to be used for a range of cultural, recreation and leisure activities including community events.

Relevant Development Design Criteria for the Village Green area requires:

- The Village Green to be left as a predominantly open space area for large-scale activities and events and for informal games.
- To improve the visual connection of these areas with other parts of the Reserve.
- Integration of the Mini Fell Railway Station and track into the Village Green area ensuring minimal interruption to the open space character and recreation opportunity.

Council officers also consider that although the proposed project was not specifically contemplated in the Management Plan, the Pou is consistent with the Management Plan for the following reasons:

- It will not impinge on the open space character of the Village Green.
- It is being placed to recognise the start of the regional cycle trail and therefore one purpose of the Pou is for recreation.
- A second purpose of the Pou is to recognise a Māori leader of significance to Featherston thus creating a historical and cultural link and consistency with the Plan.
- As it marks the start of the regional trail, the Village Green could potentially host future cycling events, which would be consistent with the Plan.
- It creates an informal link to the Heritage Precinct, helping to connect the five unconnected areas of the Reserve.

Therefore, as the proposed project is not a major addition or facility, and is consistent with the Management Plan, engagement as outlined in the Plan is appropriate. Permission needs to be obtained from the Featherston Community Board, Māori Standing Committee, the Assets and Services Committee and finally Council. Specific permissions will be sought from mana whenua as well as other stakeholders.

## 2.2 Project to have a Memorandum of Understanding

The Clifford Square Management Plan requires that a Memorandum of Understanding (MOU) is developed with the Greytown Trails Trust that covers at a minimum:

- Project definition
- Responsibilities of the stakeholders
- Channel of communication for resolving conflict

### 2.2.1. Project Scope and Definition

A **Pouwhenua** or **pou whenua** is a carved wooden post created to mark territorial boundaries or places of significance. Pou whenua tell a story. They are significant to Māori, representing their contributions to the cultural heritage of New Zealand. They acknowledge the association between the people and the land.

This project is for the permanent installation of a Pou in Clifford Square at the location indicated on the map in Appendix 1. The intention is for the Pou to be based on Ngāti Kahungunu Rangatira Nuku-pewapewa and for it to mark the starting point of the regional cycle trail.

Rangatira Nuku-pewapewa has links to Pāpāwai, and Te Ara ([www.teara.govt.nz](http://www.teara.govt.nz)) records the following historical account.

*“While Nuku-pewapewa was away from Wairarapa, the district was invaded again, this time by the Taranaki peoples Te Āti Awa, Ngāti Tama and Ngāti Mutunga. After the defeat of the Wairarapa people at Pēhikatea about 1833, the majority went north to Nukutaurua. Although the accounts which have been preserved are conflicting, it is most likely that Nuku-pewapewa heard of the fresh invasion from refugees arriving at Nukutaurua, and began to plan to expel the invaders.*

*Although he was warned not to go, Nuku-pewapewa led a Wairarapa force of 200 to Maungaraki, a range south-east of present day Masterton. He was accompanied by Te Hapūku, leading a force of 400 Heretaunga men. The leaders climbed a hill at night and saw the innumerable fires of their enemies. Except for a few, led by Hoeroa of Ngāti Te Ūpokoiri, the Heretaunga forces withdrew. In spite of this defection, Nuku-pewapewa took by surprise the pā at Tauwhare-rata (near present day Featherston), where Te Wharepōuri, the leader of Te Āti Awa, was living.”*

Featherston stands on part of the Moroa and Tauwharenikau blocks. There was a pā situated near Featherston, which was occupied by Ngāti Awa who were later defeated by Ngāti Kahungunu. There is an established historical link between the proposed design of the Pou and the current day Featherston township.

### 2.2.2. Project Design

Ed Riwai has been contracted to carve the Pou and envisages that it will be mounted on a concrete plinth, lit by LED lighting powered by a solar panel, and protected with an open bar anti-climb security fence.

The solar panel is small and will be mounted on top of the Pou. The LED lights are small and along a string and easily conform to Dark Sky requirements.

The Pou will be just over 3m high, and the enclosure will be 2m<sup>2</sup> and 1.5m high. There will be no maintenance requirement within the enclosure and there will be a concrete mowing strip outside the security fence.

Initial concept drawings are attached as Appendix 2.

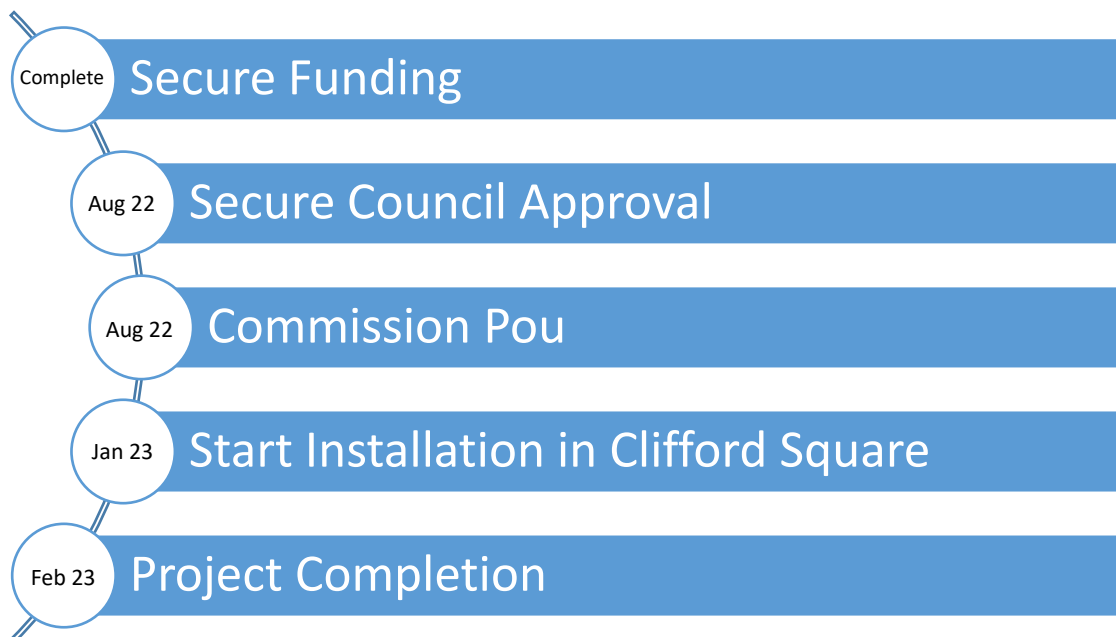
Council's Roading Manager has reviewed the location and proposed dimensions and considers that it will not obstruct the view of drivers exiting Birdwood Street.

### 2.2.3. Responsibilities and Conflict Resolution

Stakeholder responsibilities and the process for conflict resolution are included in a draft MOU included within Appendix 3.

### 2.2.4. Project Timeline

The key milestones for the project are:



The project is expected to take a total of 10 days to install.





### 2.2.5. Funding

Greytown Trails Trust have sufficient funding for the project to proceed. Generous grants have been received from Eastern and Central Community Trust and the Ministry of Business Innovation and Employment (MBIE) to fully cover project procurement and installation. A contingency fund of 10% fund has been included within the project

budget. A fixed price offer has been received from MK Design of Cambridge, Waikato for the design, assembly and delivery to site, and therefore the project will not be subject to rising prices.

### 2.3 Significance and Engagement

Council officers have assessed the proposal as having low significance and therefore engagement does not need to follow the procedures identified within the Significance and Engagement Policy for formal consultation. The Policy criteria has been included in Appendix 4.

Criteria	Impact			Explanation
	Low	Medium	High	
Importance to South Wairarapa				<b>Difficult to reverse:</b> Once installed, the Pou could be physically and culturally difficult to move, however there is no reduction in service levels and no change to activity groups.
Community Interest				Provided that iwi and hapu are engaged prior to work being commissioned, the project is expected to be supported by the public and is deemed consistent with the Management Plan.
Consistency with Policy				Decision aligns with community outcomes, policies and plans.
Capacity and Capability Impact				Negligible impact on Council's capital and operational expenditure and resources as the project development is community funded.

Provided there is agreement that the project is consistent with the Clifford Square Management Plan, no public engagement is required. The persons who are affected by or interested in this matter are Ngati Kahungunu, Papawai Marae, Pae Tu Mokai o Taurira as well as Council's various governance bodies. Other organisations that may have an interest are the Five Towns Trails Network and the Cross Creek Railway Society.

#### 2.3.1. Mana Whenua

Greytown Trails Trust were informally advised by a staff member of Ngati Kahungunu to seek approvals from Papawai Marae and Pae Tu Mokai o Taurira and then to go through Council's Māori Standing Committee for approval. Papawai Marae and Pae Tu Mokai o Taurira have given their consent to the proposed Pou project. At the Māori Standing Committee meeting of the 21 June, members were also supportive of the Pou. It is expected that the Māori Standing Committee will formally approve the project on the 2 August.

Community Board approval should be subject to the correct mana whenua approvals being obtained.

### **2.3.2. *Affected or Interested Parties***

The Five Towns Trails Network are aware of the Pou proposal and are supportive as there is strategic alignment with the Wairarapa Five Towns Trails Network Master Plan; specifically supporting trail users access to Nature and Culture.

Cross Creek Railway Society are the primary users of the Village Green and their approval will be sought prior to final project sign off.

### **2.4 Options**

The Featherston Community Board can support the project as outlined, support the project with conditions, or not support the project.

### **2.5 Media and Communications**

Council officers will prepare a News and Notices item announcing the project once Council approval has been given.

### **2.6 Legal Implications**

There are no legal implications.

### **2.7 Financial Considerations**

This project is not being funded by Council budgets. Greytown Trails Trust have sourced 100% of the funding and have a 10% contingency fund.

Thought has been given to ensuring that ongoing maintenance for the project will be minimal and Council officers do not anticipate the need to increase operational budget to maintain an additional asset at this stage. The tree on the corner of Birdwood Street will require regular trimming as it gets bigger so separate spaces can be kept for the Pou and the tree. It is expected that this cost will be absorbed into operational budgets.

## **3. Conclusion**

Council officers commend the Greytown Trails Trust and members of the community who have spear headed the Pou project and are delighted to seek approval from the Community Board for a significant project that is in keeping with the vision for Clifford Square at no cost to the ratepayer. Greytown Trails Trust has a track record of delivering community projects at no cost to the ratepayer, including the Greytown to Woodside Trail and the Tauherenikau Cycle Bridge which is still under development.

Community Board approval of the project is sought subject to agreement from mana whenua.

#### **4. Appendices**

Appendix 1 – Proposed Pou Project Location

Appendix 2 – Pou Concept Drawings

Appendix 3 – draft Memorandum of Understanding

Appendix 4 – Significance and Engagement Policy Assessment Criteria

Contact Officer: Bryce Neems, Amenities and Waste Manager

Reviewed By: Stefan Corbett, Group Manager Partnership and Operations

# **Appendix 1 – Proposed Pou Project Location**







## **Appendix 2 – draft Memorandum of Understanding**

**Memorandum of Understanding**  
*between*  
**South Wairarapa District Council**  
*and the*  
**Greytown Trails Trust Incorporated**

**1. Purpose of Memorandum of Understanding**

The purpose of this Memorandum of Understanding (MoU) is to record the principles that the parties expect to underpin their ongoing relationship and to describe, in general terms, the process that the parties intend to follow to give effect to the arrangement.

**2. Project Scope and Definition**

**A Pouwhenua** or **pou whenua** is a carved wooden post created to mark territorial boundaries or places of significance. Pou whenua tell a story. They are significant to Māori, representing their contributions to the cultural heritage of New Zealand. They acknowledge the association between the people and the land.

This project is for the permanent installation of a Pou in Clifford Square at the location indicated on the diagram in Appendix 1. The intention is for the Pou to be based on Ngāti Kahugunu Rangatira Nukupewapewa and for it to mark the starting point of the regional cycle trail.

Rangatira Nuku-pewapewa has links to Pāpāwai and Te Ara ([www.teara.govt.nz](http://www.teara.govt.nz)) records the following historical account.

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*Although he was warned not to go, Nuku-pewapewa led a Wairarapa force of 200 to Maungaraki, a range south-east of present day Masterton. He was accompanied by Te Hapūku, leading a force of 400 Heretaunga men. The leaders climbed a hill at night and saw the innumerable fires of their enemies. Except for a few, led by Hoeroa of Ngāti Te Ūpokoiri, the Heretaunga forces withdrew. In spite of this defection, Nuku-pewapewa took by surprise the pā at Tauwhare-rata (near present day Featherston), where Te Wharepōuri, the leader of Te Ati Awa, was living.”*

Featherston stands on part of the Moroa and Tauwharenikau blocks. There was a pa situated near Featherston, which was occupied by Ngāti Awa who were later defeated

by Ngāti Kahugunu. There is an established historical link between the proposed design of the Pou and the current day Featherston township.

Ed Riwai has been contracted to carve the Pou and envisages that it will be mounted on a plinth, lit by LED lighting powered by a solar panel, and protected with a security fence. The lighting will necessarily conform to Dark Sky requirements.

### **3. Responsibilities**

#### ***Greytown Trails Trust Will:***

- Undertake all the required engagement necessary for approvals.
- Secure appropriate approvals before commissioning the project.
- Secure full funding for the project.
- Work with the carver to complete the design and then coordinate delivery.
- Work with Council officers to ensure installation of the Pou and surrounds is undertaken in accordance with Council's standards and requirements including Dark Sky lighting requirements.
- Provide updates to Council officers for the purposes of communications to residents about the project.

#### ***Council will:***

- Facilitate the governance and operational approvals process.
  - Ensure all required engagement and governance approvals have been sought and given.
  - Ensure that the design is compatible with the proposed location.
- Ensure full project funding is available before ground is broken in the Reserve.
- Oversee the Pou installation into the Village Green Amenity Area of Clifford Square.
- Accept ownership of the Pou once installation has been completed to Council officer's satisfaction and in accordance with the Project Scope.
- Be responsible for ongoing maintenance.

### **4. Conflict Resolution**

Council and Greytown Trails Trust have agreed to work collaboratively with one another for the benefit of the community.

To minimise conflict arising, all necessary approvals will be sought and received from the Featherston Community Board, Māori Standing Committee, iwi and hapu, the Assets and Services Committee, and Council prior to the project being commissioned. Any concerns raised during engagement will be addressed by the Greytown Trails Trust prior to commissioning the project.

The parties will ensure that they meet their responsibilities as outlined in this MOU.

The South Wairarapa District Council Chief Executive's decision in any operational matter will be final.

## **5. Costs**

The Greytown Trails Trust are responsible for funding the project.

## **6. Communications**

The address for service for the Council is:

The Amenities and Waste Manager  
South Wairarapa District Council  
PO Box 6  
Martinborough 5711  
Email: [amenities@swdc.govt.nz](mailto:amenities@swdc.govt.nz)

The address for service for Greytown Trails Trust is:

John Bushnall  
Greytown Trails Trust  
Email: [REDACTED]

## **7. Term of Agreement**

This agreement commences on the date on which the document is executed, and if the execution is over a period of days, on the day on which the last party executes. The agreement ends when the Pou is handed over to Council.

## **8. Variations to this Agreement**

Variations may be made to this agreement by the mutual consent of all parties. Variations are to be recorded in writing.

## **9. Termination**

This agreement may be terminated at any time by the written agreement of all of the parties.

## **10. Liability**

Neither party shall be liable to the other for any costs, liability, damages, loss, claims or proceedings of whatever nature arising out of this Memorandum and neither party shall be liable to the other for any loss of profit, loss of business or consequential loss of that party, howsoever caused.

The parties also agree that it is not the intention for any of the Terms and Conditions of this Agreement to be legally binding on either or both parties.

## **11. Signed as an Agreement by the Partners**

Agreement has been signed on the date recorded below (effective date) by the Chief Executive of the participating organisations (or nominee) or an authorised member of the Greytown Trails Trust:

Signed for (name of organisation) by (name of authorised person to sign and title)

Signature

Signed for (name of organisation) by (name of authorised person to sign and title)

Signature

**12. Date of Agreement**

Date –

# Appendix 3 – Pou Concept Drawings



# **Appendix 4 – Significance and Engagement Policy Assessment Criteria**



## Schedule 1 – Criteria and factors for assessing significance

<b>Criteria</b>  <i>When a decision is assessed as high on two or more criteria it is likely to be highly significant</i>	<b>Key factors to consider in assessment of significance rating</b>	
	<i>Degree of significance</i> High ←————→ Low	
Importance to South Wairarapa	<ul style="list-style-type: none"> <li>• Creates or ceases an activity group</li> <li>• Large reduction in levels of service</li> <li>• Irreversible or difficult to reverse</li> </ul>	<ul style="list-style-type: none"> <li>• No change to an activity group</li> <li>• Little or no change in levels of service</li> <li>• Easily reversed</li> </ul>
Community Interest and impact on affected parties	<ul style="list-style-type: none"> <li>• High level of prior public interest or the potential to generate interest or controversy</li> <li>• Large division in community view on the decision</li> <li>• A moderate impact on a large proportion of the community or high impact on a moderate proportion</li> <li>• Large impact on specific group(s) of the population (e.g. Maori, youth, town) or individuals</li> </ul>	<ul style="list-style-type: none"> <li>• Low level of prior public interest or low chance of generating interest or controversy</li> <li>• General consensus in community view on the decision</li> <li>• Low impact on a limited number of individuals</li> <li>• No particular group of the population or individual affected</li> </ul>
Consistency with existing policies and strategies	<ul style="list-style-type: none"> <li>• Decision is substantially inconsistent with current policies and strategies</li> <li>• Decision is inconsistent with community outcomes</li> <li>• Is a new direction from a prior decision</li> </ul>	<ul style="list-style-type: none"> <li>• Decision is highly consistent with current policies and strategies</li> <li>• Decision aligns with community outcomes</li> <li>• Is a logical step from a prior decision</li> </ul>
Impact on Council’s capacity and capability	<ul style="list-style-type: none"> <li>• High capital or operational expenditure</li> <li>• Large impact on Council’s overall resources and rating level or debt</li> <li>• High impact on the Council being able to perform its role</li> </ul>	<ul style="list-style-type: none"> <li>• Low capital or operational expenditure</li> <li>• Small impact on Council’s overall resources and rating level or debt</li> <li>• Low impact on the Council being able to perform its role</li> </ul>

# SOUTH WAIRARAPA DISTRICT COUNCIL

10 AUGUST 2022

## AGENDA ITEM B3

### RECOMMENDATIONS FROM FINANCE, AUDIT AND RISK COMMITTEE

#### Purpose of Report

To provide an opportunity for members to consider recommendations received from the Finance, Audit and Risk Committee.

#### Recommendations

Officers recommend that the Council:

1. *Receive the Recommendations from Finance, Audit and Risk Committee Report.*
2. *That the following recommendation from the Finance, Audit and Risk Committee be considered:*

Recommendations from Finance, Audit and Risk Committee	Resolution Number
Recommend to Council that ELT present updates on the Significant Risk Register to the Finance, Audit and Risk Committee on a quarterly basis.	FAR2022/29

#### 1. Background

The reports to the Finance, Audit and Risk Committee meeting relating to the recommendations in this report can be found here: [Finance, Audit and Risk Committee Agenda](#)

The report relating to recommendation (FAR2022/29), was considered by the Finance, Audit and Risk Committee at their meeting on the 3 August 2022. Item C1, Appendix 1 Significant Risk Register.

#### 2. Appendices

Appendix 1 - Significant Risk Register

Contact Officer: Amanda Bradley, General Manager Policy and Governance

Reviewed By: Harry Wilson, Chief Executive Officer

# Appendix 1 - Significant Risk Register

## **SIGNIFICANT RISK REGISTER**

**AS AT 29 JULY 2022**

### **Overview:**

This register covers the top or significant risks faced by South Wairarapa District Council. These risks evolve and change over time; some risk factors become more or less prevalent and/or our ability to mitigate shifts.

The identification of significant risks does not mean there are significant issues (although at times they do intersect) e.g. climate change being managed as a risk, when we have a significant issue with the landslide at Hinakura road.

### **Process:**

The Risk Policy is under review and will outline roles and responsibilities and the process for risk identification, ranking, mitigations, and management.

In the interim, the developing process is outlined below:

**STEP 1:** Operational risks e.g. health and safety, project costs, reputational risks, etc are managed by the manager responsible for the delivery of the services. These are recorded on the risk register.

**STEP 2:** Risks are on the Executive Leadership fortnightly meeting – any shifts are recorded in the minutes and actions noted in the action register. The action register is reviewed each fortnight. New risks are recorded in the risk register.

**STEP 3:** (in the process of being established) Each risk owner completes a regular risk report to ELT.

**STEP 4:** ELT hold quarterly performance workshops that review progress against key deliverables including reviewing the top or significant risks.

**STEP 5:** Significant risks are reported quarterly to FAR based on ELT assessment.

**STEP 6:** Annual risk workshop facilitated between risk owners and FAR.

The current significant risk themes identified are (in no particular order):

- Climate change
- Crisis management and response
- IT system failure
- Fraud and corruption
- Legislative and regulative reform
- Social licence to operate and reputation
- Critical asset failure
- Economic shock
- Regulator failure
- Council decisions and processes do not fulfil our obligations under Te Tiriti o Waitangi, The Treaty of Waitangi, respectful of tikanga and iwi, hapū, te ao Māori, Māori world view.

### **RISK THEME:**

Climate Change

### **RISK IMPACT & DESCRIPTION:**

Failing to adapt to the impacts of climate change on our environment and failing to mitigate council's contributions to greenhouse gas emissions may result from the complexity of processes and dependencies that may not adequately consider climate impacts. There may be impacts on the environment, health and safety or wellbeing of staff and the community, reputation, operations and finance and strategic goals may not be delivered.

**RISK DRIVERS:**

**Lack of or inadequate:**

- Preparedness
- Coordination across services (planning, roading, finance, etc)
- Connection to emergency management
- Investment
- Training of staff (understanding of issues, roles, and responsibilities)
- Leadership
- Communication internally, with key stakeholders, or the public

**ACCOUNTABLE: CE**

INHERANT LIKELIHOOD	INHERANT CONSEQUENCE	INHERANT RISK
Almost certain (5)	Extreme (5)	Extreme

**Responsible:** Executive Leadership Team and Climate Change Advisor

**Current Mitigations:**

- Appointment to role of Climate Change Advisor to lead this work
- Climate Change Carbon Reduction Strategy and Action Plan
- Wellington Regional common climate change assumptions used to carry out a risk assessment
- Contingency built into LTP budgets
- Energy audits
- Community self-assessment kits
- Climate Change Resilience and Risk Strategy (further detailed mitigations)
- Council's updated procurement policy supports sustainability

**Mitigations in Development:**

- Advancing planning measures including coastal retreat into our District Plan

RESIDUAL LIKELIHOOD	RESIDUAL CONSEQUENCE	RESIDUAL RISK
Almost certain (5)	Major (4)	Extreme

**RISK THEME:**

Crisis Management and Response

**RISK IMPACT & DESCRIPTION:**

Risk relates to a natural or human-induced disaster event impacting the health and safety or wellbeing of staff and the community and service delivery and resulting in financial loss.

**RISK DRIVERS:**

**Lack of or inadequate:**

- Preparedness
- Investment
- Training of staff (understanding of issues, roles, and responsibilities)
- Leadership
- Communication internally, with key stakeholders, or the public

**ACCOUNTABLE:** CE

INHERANT LIKELIHOOD	INHERANT CONSEQUENCE	INHERANT RISK
Almost certain (5)	Major (4)	Extreme

**Responsible:** GM HR&CS and H&S Officer

**Current Mitigations:**

- Participation in Wellington Region Civil Defence Emergency Management Group
- Participation in the Wellington Regional Leaders Committee and developing the Regional Economic Response Plan
- Participation in the Wairarapa Emergency Operation Centre
- Some degree of response built into the 2021-31 LTP

**Mitigations in Development:**

- Engage the community to participate in the Community Emergency Hubs
- Inhouse crisis response teams to respond to local events
- Working with WREMO to strengthen the community’s knowledge and response capacity
- Working with WREMO on coastal community tsunami response awareness
- Further develop CDEM related business continuity
- Improve reporting

RESIDUAL LIKELIHOOD	RESIDUAL CONSEQUENCE	RESIDUAL RISK
Almost certain (5)	Moderate (3)	Extreme

**RISK THEME:**

IT system failure

**RISK IMPACT & DESCRIPTION:**

Previous levels of investment in our IT architecture have not kept pace with the evolving needs of our organisation. Historically, there hasn't been the appetite for increasing our spend on our IT architecture and systems, instead adopting a patchwork approach. This has meant that our IT architecture is now not fit for purpose and presents an unnecessary risk to Council operations.

**RISK DRIVERS:**

**Lack of or inadequate:**

- Protection against external cyber-attack e.g. ransomware
- Investment
- Leadership
- Planning
- Understanding of the key issues
- Policies and processes to support good practice
- Training of staff (understanding of issues, roles, and responsibilities)
- System architecture and software
- Disaster recovery, business continuity and backups
- IT transition (migration)

**ACCOUNTABLE: CE**

INHERANT LIKELIHOOD	INHERANT CONSEQUENCE	INHERANT RISK
Almost certain (5)	Extreme	Extreme

**Responsible:** GM HR&CS and GM P&G

**Current Mitigations:**

- Ongoing training for staff and regular updates on how to identify and respond to threats
- Updated staff Code of Conduct issued
- Review of our IT infrastructure and security

**Mitigations in Development:**

- IT Strategy
- Architecture upgrades, fire walls, migration to the cloud
- IT and IM policy review

RESIDUAL LIKELIHOOD	RESIDUAL CONSEQUENCE	RESIDUAL RISK
Possible (3)	Moderate (3)	High

**RISK THEME:**

Fraud and corruption

**RISK IMPACT & DESCRIPTION:**

Risk of over-committing Council to work programmes, excess unbudgeted expenditure, fraud, inaccurate modelling, or financial shock. This may impact Council reputation, financial stability and sustainability, legal compliance, and ability to deliver strategic goals or meet service levels.

**RISK DRIVERS:****Lack of or inadequate:**

- Financial policies and procedures
- Leadership
- Training of staff (understanding of issues, roles, and responsibilities)
- Code(s) of Conduct

**ACCOUNTABLE:** CE and GMF

INHERANT LIKELIHOOD	INHERANT CONSEQUENCE	INHERANT RISK
Possible (3)	Major (4)	High

**Responsible:** Executive Leadership Team

**Current Mitigations:**

- Financial policies and financial delegations
- Reporting to FAR
- Code(s) of Conduct reviewed and updated
- Staff training and elected member induction

**Mitigations in Development:**

- Further work being developed

RESIDUAL LIKELIHOOD	RESIDUAL CONSEQUENCE	RESIDUAL RISK
Possible (3)	Major (4)	High



**RISK THEME:**

Legislative and regulative reforms

**RISK IMPACT & DESCRIPTION:**

There are number of significant government reforms including changes to climate change, resource management, three waters reform and the future of local government review. These changes may impact council's strategic direction and community confidence and may raise challenges in terms of change preparedness. There may be misalignment between government and Council's strategic goals and failure to adapt to changes may affect community wellbeing.

**RISK DRIVERS:**

**Lack of or inadequate:**

- Preparedness
- Investment
- Leadership
- Communication internally, with key stakeholders, or the public

**ACCOUNTABLE:** CE

INHERANT LIKELIHOOD	INHERANT CONSEQUENCE	INHERANT RISK
Almost certain (5)	Major (4)	Extreme

**Responsible:** Executive Leadership Team

**Current Mitigations:**

- Appointment to 3Waters role
- Appointment to Pou Māori role
- Participation by CE in external forums
- Agenda item on Executive Leadership fortnightly meetings
- Membership of LGNZ and Taituarā

**Mitigations in Development:**

- Transition planning
- Organisational change management plan
- Built into AP and LTP

RESIDUAL LIKELIHOOD	RESIDUAL CONSEQUENCE	RESIDUAL RISK
Almost certain (5)	Moderate (3)	Extreme

**RISK THEME:**

Social licence to operate and reputation

**RISK IMPACT & DESCRIPTION:**

This risk involves ongoing failure to effectively communicate or engage with the community on strategic, governance or operational matters, and includes risks associated with an ineffective media relationship. This may impact the ability to meet community outcomes and strategic goals, loss of trust and confidence, council reputation and operational delivery. Significant and ongoing failure may undermine Council's purpose and impact participation in, or effective conduct of, local democracy. This risk involves a failure to implement council's strategic direction; to monitor Council's performance against community outcomes; and to work effectively and cohesively at a governance level resulting in poor decision-making and failure to meet strategic goals. It also includes working effectively with Community Boards. This may impact Council reputation, trust and confidence and the ability to deliver strategic goals or meet service levels.

**RISK DRIVERS:**

**Lack of or inadequate:**

- Stakeholder relationship management
- Investment
- Leadership
- Communication internally, with key stakeholders, or the public
- Communications & Engagement Strategy

**ACCOUNTABLE:** CE

INHERANT LIKELIHOOD	INHERANT CONSEQUENCE	INHERANT RISK
Likely (4)	Moderate (3)	High

**Responsible:** GM C&E and GM P&G

**Current Mitigations:**

- Timely, fact-based responses to media enquiries
- Proactive information sharing and media releases via website, social media, and print media
- Regular general communications on relevant topics using multiple channels
- Improved connection between service delivery teams and comms team
- Improved website content

**Mitigations in Development:**

- Development of Communications and Engagement Strategy
- Improvements to LGOIMA
- Improvements to engagement practices and processes

RESIDUAL LIKELIHOOD	RESIDUAL CONSEQUENCE	RESIDUAL RISK
Likely (4)	Minor (2)	High

**RISK THEME:**

Critical asset failure

**RISK IMPACT & DESCRIPTION:**

There is a risk of operational failure that has a material impact on service delivery, including failure of critical assets. This may impact health and safety or wellbeing of staff and the community, council reputation, loss of trust and confidence, not meeting service levels, strategic goals, regulatory or legal requirements and increased costs long term.

**RISK DRIVERS:****Lack of or inadequate:**

- Investment
- Asset management programme
- Leadership

**ACCOUNTABLE:** CE

INHERANT LIKELIHOOD	INHERANT CONSEQUENCE	INHERANT RISK
Almost certain (5)	Major (4)	Extreme

**Responsible:** GM P&O**Current Mitigations:**

- Revised Infrastructure Strategy for LTP
- Budget for asset planning, condition assessments and maintenance
- Wellington Water Delivery Manager
- Improved monitoring and control systems for early warning
- Improved supply contingency capabilities for water
- Improved communications with stakeholders

**Mitigations in Development:**

- Increase resourcing
- Develop business continuity plan and improve reporting

RESIDUAL LIKELIHOOD	RESIDUAL CONSEQUENCE	RESIDUAL RISK
Likely (4)	Major (4)	Extreme

**RISK THEME:**

Regulatory failure and liability from consenting and compliance activities.

**RISK IMPACT & DESCRIPTION:**

Risk relates to the failure to identify and address deficiencies in consents or the consenting process or ineffective compliance monitoring activities which may expose Council to liability claims. Risk may result from complexity of processes, lack of processes, training, and supervision. Impact may be on Council reputation and result in financial loss.

**RISK DRIVERS:**

**Lack of or inadequate:**

- Monitoring and auditing processes and reporting
- Employment of suitably qualified staff
- Training
- Increasing compliance requirements

**ACCOUNTABLE: CE**

INHERANT LIKELIHOOD	INHERANT CONSEQUENCE	INHERANT RISK
Likely (4)	Major (4)	Extreme

**Responsible:** GM P&O and GM P&E

**Current Mitigations:**

- Recruitment processes
- Peer review
- Training

**Mitigations in Development:**

- Process improvements

RESIDUAL LIKELIHOOD	RESIDUAL CONSEQUENCE	RESIDUAL RISK
Possible (3)	Moderate (3)	High

**RISK THEME:**

Economic shock

**RISK IMPACT & DESCRIPTION:**

There is a shortage of resources including human and materials in the country and this impacts on potential development and infrastructure, particularly water and roading. We propose an ambitious capital works programme in the LTP and Audit NZ has identified the risk of non-delivery. The impacts would be on council reputation, loss of trust and confidence, not meeting service levels, strategic goals or regulatory requirements and increased costs long term.

**RISK DRIVERS:**

**Lack of or inadequate:**

- Preparedness and understanding of economic climate
- Leadership and decision-making
- Policies and procedures

**ACCOUNTABLE:** CE

INHERANT LIKELIHOOD	INHERANT CONSEQUENCE	INHERANT RISK
Likely (4)	Moderate (3)	High

**Responsible:** GMF

**Current Mitigations:**

- Planning – annual plan, long-term plan, project planning
- Audit
- Membership of LGNZ and Taituara

**Mitigations in Development:**

- Develop contingency plans for constrained resources

RESIDUAL LIKELIHOOD	RESIDUAL CONSEQUENCE	RESIDUAL RISK
Likely (4)	Moderate (3)	High

**RISK THEME:**

Council decisions and processes do not fulfil our obligations under Te Tiriti o Waitangi, The Treaty of Waitangi, respectful of tikanga and iwi, hapū, te ao Māori, Māori world view.

**RISK IMPACT & DESCRIPTION:**

External or internal events may have a material impact on the quality of the relationship the SWDC has with iwi, hapū, Māori. The understanding of the SWDC role under Te Tiriti o Waitangi, The Treaty of Waitangi is developing and requires resourcing. If the SWDC does not respond adequately, it could result in decreasing trust, a claim under the Waitangi Tribunal, financial loss, and reputational damage.

**RISK DRIVERS:**

**Lack of or inadequate:**

- Partnership Policy and outdated Māori Policy
- Staff and elected official cultural competence
- Sharing of relationship insights across council
- Sufficient resources

**ACCOUNTABLE: CE**

INHERANT LIKELIHOOD	INHERANT CONSEQUENCE	INHERANT RISK
Almost certain (5)	Moderate (3)	Extreme

**Responsible:** GM P&G and Pou Māori

**Current Mitigations:**

- Appointment to role of Pou Māori (Principal Advisor Māori)
- Maintenance of the Māori Standing Committee
- Relationships held between marae committees, the CE, and the Mayor
- Collaborations with other councils to align engagement with iwi on some projects (e.g. climate change)

**Mitigations in Development:**

- Cultural competence training for all staff and elected officials
- Te Ao Māori and Te Reo training for staff and elected officials
- Coordinated collaboration with other councils to align engagement with iwi
- Comprehensive induction for elected officials
- Representation review includes iwi, hapū, and marae from the outset towards a partnership approach
- Partnership policy developed

RESIDUAL LIKELIHOOD	RESIDUAL CONSEQUENCE	RESIDUAL RISK
Possible (3)	Minor (3)	Moderate

**LIKELIHOOD**

Almost certain	5	90% or greater chance of occurring in next 12 months Expected to occur in 9 of next 10 years
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Certain to occur at least once in next 5 years  
It would be unusual if this didn't happen

Likely **4** 60% to 90% chance of occurring in next 12 months  
Expected to occur at least once in next 5 years  
Will occur more often than not

Possible **3** 25% to 60% chance of occurring in next 12 months  
Expected to occur in 4 or next 10 years  
Likely will occur at least one in next five years (>80% chance)  
Not likely, but don't be surprised

Unlikely **2** 2% to 25% chance of occurring in next 12 months  
Expected to occur a maximum of once every 5 to 20 years  
50% chance of occurring in next 5 years  
A surprise, but not beyond the bounds of imagination

Rare **1** Up to 2% chance of occurring in next 12 months  
Could occur once every 50 or more years  
Less than 10-% chance of occurring in next 5 years  
Will only occur in exceptional circumstances

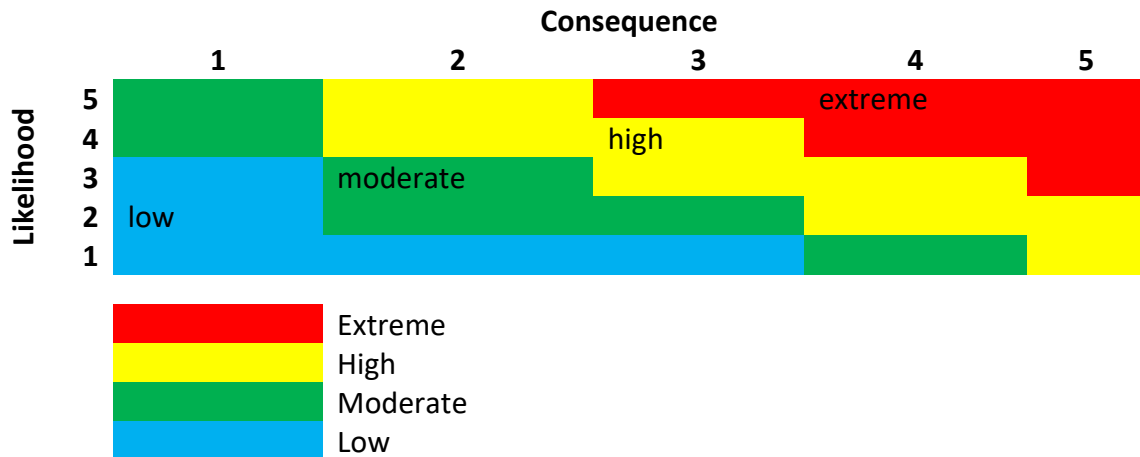
<b>CONSEQUENCE</b>					
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
	<b>Less than minor</b>	<b>Minor</b>	<b>Moderate</b>	<b>Major</b>	<b>Extreme</b>
<b>Financial</b>	Financial impact of less than \$30,000	Financial impact of between \$30,000 and \$250,000	Financial impact of between \$250,000 and \$1 million	Financial impact of between \$1 million and \$5 million	Financial impact of more than \$5 million
		Financial impact of between 1% and 2% of the Council's total opex	Financial impact of between 2% and 5% of the Council's total opex	Financial impact of between 5% and 10% of the Council's total opex	Financial impact of more than 10% of the Council's total opex
<b>Achievement of the Vision and Community Outcomes</b>	No impact on the Vision and Community Outcomes	Inconvenience or delay in achieving the Vision and Community Outcomes	Significant difficulty introduced to achievement of the Vision and Community Outcomes	Failure to achieve a specific Community Outcome	Failure to achieve multiple Community Outcomes
			Lost opportunity to contribute positively to one or more of the Vision and Community Outcomes	Lost opportunity to significantly advance a specific Community Outcome	Lost opportunity to significantly advance multiple Community Outcomes
<b>Health and Safety</b>	Minor injury, first aid not required	First aid or minor treatment	Medical treatment required	Serious harm, for example broken bones, hospitalisation	Loss of life; multiple serious harms; permanent severe disability
<b>Service delivery to community</b>	Short-term reduction in service delivery which is easily restored and	Reduced service delivery that does not compromise the community's	Key service not available to some of the community for ten hours or more	Key service not available to a significant portion of the community	Key service not available to a large proportion of the community



	does not compromise the community's health and wellbeing	health and wellbeing		for two days or more	for one week or more
			Continued service degradation for two days or more	Continued severe service degradation for one week or more	Continued severe service degradation for one month or more
<b>Organisational capability and capacity</b>	Temporary problem with organisational capability resulting in no impact on external service delivery	Loss of organisational capability in some areas resulting in sub-optimal support to external delivery activities	Organisation unable to function for less than 10 hours	Organisation unable to function for more than 10 hours	Organisation unable to function for more than two days
			Serious reduction in organisational capability for one week or more	Serious reduction in organisational capability for two weeks or more	Serious reduction in organisational capability for one month or more
<b>Reputational</b>	Negative feedback from individuals	Short-term loss of confidence among small sections of the community	Short-term and manageable loss of community confidence	Loss of community confidence requiring significant time to remedy	Insurmountable loss of community confidence
	Short-term 'letters to the editor' (or online equivalent) commentary	Regional adverse political or media comment for one or two days	Regional adverse political or media comment for more than two days	National adverse political or media comment for more than two days	National adverse political or media comment for more than one week
		Sustained 'letters to the editor' (or online	Significant social media commentary or campaign	Regional adverse political or media	Requirement for (televised) public

		equivalent) commentary in usual sources	from new sources	comment for more than one week	apology or defence
				Requirement for (televised) public explanation	Adverse comments or questions in Parliament
<b>Legislative / regulatory compliance</b>	One-off minor regulatory or legislative non-compliance with no direct impact on the community's health or wellbeing	One-off minor regulatory or legislative non-compliance with potential impact on the community's health or wellbeing	Complaint to the Ombudsman , Auditor-General or other statutory office	Significant breach or non-compliance, or multiple breaches or non-compliances, resulting in regulatory action and/or restrictions on Council activities	Court proceeding or criminal action for breach or non-compliance; potential for imprisonment of elected member or staff
			Multiple related minor non-compliances due to an underlying systemic issue		Judicial review on a matter of rates or other funding, or on a matter with significant financial impact
			Significant breach or non-compliance resulting in regulatory scrutiny		

## RISK MATRIX



Overall Risk Rating	Action	Reporting
Extreme	<p>Urgent and active management required</p> <p>Risk treatment plan must be implemented immediately to reduce the risk of exposure to an acceptable level.</p> <p>Regular reporting required</p>	<p>Immediate notification to relevant ELT and CEO</p> <p>Advise P&amp;GM and CFO.</p> <p>Take immediate action to reduce risk.</p>
High	<p>Management attention is required.</p> <p>Risk treatment plan required.</p> <p>Regular reporting required.</p>	<p>Notification to relevant ELT and CEO.</p> <p>Advise P&amp;GM and CFO.</p>
Moderate	<p>Management responsibility to monitor.</p> <p>Focus on ensuring internal controls are effective and monitoring the ongoing risk.</p>	<p>P&amp;GM and CFO to review risk regularly.</p>
Low	<p>Can be monitored using routine practices.</p> <p>Focus on ensuring internal controls are effective.</p>	<p>P&amp;GM and CFO to review risk periodically.</p>

## **DEFINITIONS**

**Inherent risk** represents the amount of risk that exists in the absence of controls.

**Residual risk** is the amount of risk that remains after controls are accounted for.

**ACCOUNTABLE:** The individual who is ultimately accountable for ensuring the risk is managed appropriately.

**RESPONSIBLE:** The individual(s) who will deliver the work.

There may be multiple personnel who have direct responsibility for, or oversight of, activities to manage each identified risk, and who collaborate with the accountable risk owner in his/her risk management efforts.

AGENDA ITEM C1

**THREE WATERS REFORM – BETTER OFF TRANCHE 1 FUNDING  
DECISION REPORT**

**Purpose of Report**

To seek Council approval to enter into a funding agreement with Te Tari Taiwhenua – Department of Internal Affairs for \$1.88m of tranche one ‘Better Off’ Funding. The funding will be used to create a ‘South Wairarapa Community Wellbeing Fund’ that will support community projects and accelerate some existing LTP projects.

**Recommendations**

Officers recommend that the Council:

1. *Receive the Three Waters Reform – Better Off Tranche 1 Funding Decision Report.*
2. *Delegate authority to the CEO to enter into a Funding Agreement between DIA and SWDC and Crown Infrastructure Partners Limited (as monitor) for Three Waters Reform – Better Off Package (Tranche 1 Funding) of \$1.88m<sup>1</sup>*
3. *Approve the submission of a Better Off Funding Proposal to DIA entitled ‘South Wairarapa Community Wellbeing Fund’ incorporating the following main programme components:*
  - 3.1 *Creates a SWDC Community Wellbeing Fund (CWBF) to the value of \$1.88m over Financial Years 2022/23 and 2023/24.*
  - 3.2 *Funding decisions and oversight of community project applications to the Fund will be via a governance group made up of Councillors, ELT members, mana whenua and community representatives.*
  - 3.3 *The community will be actively encouraged to submit community wellbeing projects for funding.*
  - 3.4 *Governance may decide to fund selected community projects that meet well defined fund criteria.*
  - 3.5 *Council management in close discussion with Councillors may decide to accelerate projects in the Long-Term Plan with a strong community wellbeing dimension.*
4. *Delegate authority to the CEO for the content of the draft Funding Proposal as*

<sup>1</sup> Please note this amount has been revised from the \$1.75m in previous papers as per allocation tables

*described in this paper to be submitted by Council to DIA through their online Grant Management System before 30 September 2022.*

## **1. Executive Summary**

Post-COVID, many parts of the South Wairarapa community are feeling disconnected and fragile – uncertain about their future. People are facing economic pressure, the effects of climate change, and volatility in their asset values. The country may be heading into a recession as the outlook for the economy suggests worse is to come. Our communities are feeling poorer both emotionally and financially, and their wellbeing is suffering.

The Better Off funding allocation creates an opportunity for Council to focus on improving community wellness while we negotiate a difficult environment.

The proposal is to use the Better Off Tranche 1 funding allocation of \$1.88m in FY 2022/23 and 2023/24 to create an operational fund targeting the following two strategic priorities:

- Creating better connections and social wellbeing, and
- Nurturing & creating the district’s special character, qualities, and culture.

With the Tranche 1 funds council could enable and accelerate projects already included in the LTP, as well as fund projects introduced from the community via a new governance mechanism.

Community project selection would be the responsibility of a Governance Group potentially including Councillors, ELT members, mana whenua and community representatives.

LTP projects that may have a strong connection to the strategic objectives of the Fund include cycle trails, sports facilities, renovation of community halls and public buildings, and educational and tourism projects (like Carkeek Observatory). There would be a focus on delivery of tangible community projects including economic development initiatives. We believe this would provide a much-needed boost to the community by increasing community connectivity, creating employment, and by stimulating new economic activity, including tourism.

## **2. Background**

The Better Off Tranche 1 funding package is one of a suite of Three Waters reform funding packages recently announced by Government.

Other funding packages include Three Waters Stimulus Funding (completed), No Worse Off Funding (details still TBC), and various Transition Funding packages - a brief description of which is included in Appendix 1. The Better Off Support Package Guidance, the Better Off Package Funding Agreement and the Pro-forma Better Off Support Package Funding Proposal are attached as Appendices 2 – 4.

Following workshop discussions with Councillors in July, Management suggests a process that would prioritise initiatives as follows:

- Projects or initiatives must meet the fund criteria, be aligned with SWDC strategic objectives in the LTP and/or Spatial Plan and have a clear focus on community wellbeing.
- Projects must deliver a tangible benefit to the community within the two-year scope of the Better Off tranche 1 funding (and not require any funding from rates).
- Projects could support and inform further funding proposals for the second tranche of Better Off funding – available from July 2024.
- Support for accelerating existing LTP projects with a strong community wellbeing dimension.

Officers have met with our Crown Infrastructure Partners Relationship Manager since the 7 July 2022 workshop and at the time of writing this report Management’s understanding is that the South Wairarapa Community Wellbeing Fund that we are recommending satisfies the underlying criteria of the DIA funding package.

### **3. Discussion**

Feedback from community groups is telling us that people are feeling disconnected and uncertain about their future. COVID has frightened many of our older residents and broken well-established connections that they relied upon. In this context Council is suggesting using the Better Off funding to invest in an operational fund targeting community wellbeing. The fund would focus on regenerating and reconnecting communities who are struggling with these problems. Only community projects that align well with the LTP and were a strong fit with enhancing social wellbeing would be considered. It would of course be an open and competitive process to apply. The fund would consider co-investment in partnership with Council, or the approval of grants. We would be focused on the South Wairarapa but encourage initiatives that were scalable and worked across neighbouring regions.

The Council could suggest some focus areas, to encourage applications, based on known areas of identified interest:

- The social, economic, environmental, and cultural wellbeing of the South Wairarapa
- Reconnecting and regenerating our communities after COVID
- Community development initiatives that focus on Māori wellness
- Promoting safer, welcoming, and inclusive communities
- Economic development connected to the region’s natural assets

The thing that would bind the enterprise is the sense of bringing the South Wairarapa together, connecting and supporting one another, as we navigate the next few years.

As a Council we have historically concentrated on more traditional service provision (roads, water, amenities). This would be a chance for the SWDC to generate a programme of work with people at its centre – something that we think would be a positive as we move towards Local Government and 3W reform.

### **3.1 Community Wellbeing Projects**

This option aligns strongly with the purpose of the Three Waters Better Off funding – to invest in initiatives that contribute to local community wellbeing.

This option creates an opportunity to elevate People rather than Infrastructure outcomes, consistent with Future of Local Government aspirations.

Creating an initiative like this will preserve a high degree of flexibility in selecting which projects should be eligible for funding support and additionally allows us to engage the community and iwi in the selection process.

The fund would be marketed through council media channels – an active rather than passive approach to elicit community ideas.

A governance group including Councillors, ELT members, mana whenua and community representatives would make sure the fund was accessed equitably, fully, and appropriately.

Funding could be via grants, co-funding, and/or an equity investment.

### **3.2 Accelerated Long Term Plan Projects**

This option aligns with the purpose of the Three Waters Better Off funding – to invest in initiatives that contribute to local community wellbeing.

Creation of a SWDC Community Wellbeing Fund would assist the Council to further strengthen our ability to deliver on the four well beings: social, economic, environmental, and cultural.

This option brings promising projects that have already been endorsed by the community to fruition ahead of time. Management would work closely with Councillors on the selection of projects.

### **3.3 Delivering quality projects on time and within agreed budgets**

Operationally, this option will require the Council to secure project management resource using Better Off funding to ensure all projects are delivered on time, on budget, and within agreed quality standards. We are unlikely to need much resource in the application and set up phase, so spend in the 22/23 FY may be limited. We would increase our capacity and capability once we were set up and demand on the Fund increased. Where possible we will ask applicants to build in project management resource into their applications to decrease reliance on Council resource.

### **3.4 Next steps**

Completed funding application and funding proposal to be shared with Councillors prior to submission on 30 September 2022.

Details of the Fund structure, rules, governance terms of reference, application process to be shared with Councillors once constructed.



### **3.5 Consultation (Refer to Legislation on requirements)**

<http://www.legislation.govt.nz/act/public/2002/0084/167.0/DLM170873.html>

None required.

### **3.6 Legal Implications**

None identified.

### **3.7 Financial Considerations**

There is no cost to Council as the proposal seeks to utilise Tranche 1 better off Funding allocation of \$1.88m. This is external funding and not drawn from Rates.

## **4. Appendices**

Appendix 1 – Three Waters Funding Packages

Appendix 2 – The Better Off Support Package Guidance

Appendix 3 – Better Off Package Funding Agreement

Appendix 4 – Pro-forma Better Off Support Package Funding Proposal

Contact Officer: Stefan Corbett, Group Manager Partnerships and Operations

Reviewed By: Harry Wilson, Chief Executive

# **Appendix 1 – Three Waters Funding Packages**

### **Three waters stimulus funding**

In July 2020, the Government announced as part of the first funding package relating to Three Waters Reform, an opt-in non-binding approach. This tranche provided stimulus funding to support economic recovery post COVID-19 and to address persistent systematic issues in the three waters sector.

A regional delivery plan was developed by Wellington Water Limited (WWL) to respond to stimulus funding.

WWL selected and prioritised potential projects, focusing on improving network performance and reducing risk across the region while balancing the deliverability and capacity of suppliers to complete the works.

Councils share of the stimulus funding was \$2.8m. The \$2.8m was spent over the 2020/21 and 2021/22 financial years, \$0.585m and \$2.215m respectively.

Of the 2021/22 \$2.215m of stimulus funding, \$1.13m was spent in planned and reactive maintenance to manage the shortfall in the 2021/22 budget. \$0.825m was spent in capital renewals of the pipe network allowing additional capex funding for the year.

The need for stimulus funding to fill the gap for maintenance and capex demonstrates a continuation of costs associated with an aging network. The stimulus funding allowed us to offset the increased costs with stimulus funding which was fully spent over the 2020-2022 period – bridging the gap between LTP funding and the true costs of managing the network.

It is not contemplated that this bridging will continue in 2022/23 and 2023/24 financial years leaving a gap to be managed. Note - it is not permissible for better off Tranche 1 funding to be used for BAU opex and capex expenditure (to the extent provided for in the first three years of the LTP).

### **Three Waters reform transitional funding**

In July 2022 it was announced that there would be a \$44 million support package for councils to support activities relating to three waters reform [Government provides Three Waters support for councils | Beehive.govt.nz](#)

The funding agreement described two tranches of funding, the first being made available under a Tranche 1 Funding Agreement, Tranche 2 to be made available under a supplementary or new funding agreement post 30 June 2023.

Councils share of this funding is \$0.35m for Tranche 1 to contribute towards direct Eligible Costs that councils will bear resulting from establishment and transition activities up to 30 June 2023 and it may be applied against the following permitted activities:

### Permitted funding activities

- Information gathering exercises relating to transition, including responding to requests for information from the DIA's Three Waters National Transition Unit.
- The supply of information and resource to support council's preparation for transition, including:
  - allocation schedules for the assets, liabilities, workforce and contracts to transfer to Water Services Entities;
  - Water Service Entity asset management plans; and
  - Water Service Entity funding and pricing plans.
- Participation in local transition activity and local transition teams.
- Complying with any additional requirements or processes mandated by the Water Services Entities Bill (once enacted) and supplementary legislation.
- Any other activities that councils reasonably consider necessary to support transition and that give effect to the intent behind this Agreement (as expressed in Item 2 of the Key Details).

Officers are in the process of identifying Eligible Costs and reviewing the Funding Agreement.

# **Appendix 2 – The Better Off Support Package Guidance**

# Three Waters Better Off Support Package

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Guide to the better off funding package for  
local authorities



Te Tari Taiwhenua  
Internal Affairs

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7	Funding application documentation
8	How to identify and prioritise initiatives
9	Funding Proposal – key areas of consideration
10	Iwi/Māori engagement
11	Wellbeing assessments
12	Administration process – key areas of consideration
13	Notional funding allocations - methodology
15	Appendix A: Notional funding allocation table
16	Appendix B: Wellbeing assessment examples
18	Appendix C: How to access the DIA's Grants Management System
19	Appendix D: Relationship manager details

## Headline Information

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### Key Dates

- ▶ Funding Proposal submission portal opens online **Monday 11 April 2022** and close **Friday 30 September 2022**
- ▶ Tranche 1 funding is available for use from **1 July 2022**



### Applying for Funds

- ▶ There are **two** key **documents** to apply for and access the funding:
  - The Funding Proposal, outlining your council's intentions
  - The Funding Agreement
- ▶ You can only submit **one** Funding Proposal, but may include multiple projects or initiatives.
- ▶ You can use funding to cover projects up to **five years** in duration (through to 30 June 2027)
- ▶ You have a **relationship manager** assigned to your council to help you complete your proposal and access the funds (see **Appendix D** for details)



### Funding Release

- ▶ An **initial instalment** of 10% of your funds will be released on approval of your Funding Proposal
- ▶ Subsequent instalments will be released in **arrears of costs** incurred, on receipt of:
  - A payment request (up to **one a month** can be submitted); and
  - Proof of **progress** on your expenditure programme



## About the better off package

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### The better off package is:

- An investment by the Crown into the future for local government and community wellbeing; and
- In recognition of the significance to the local government sector (and the communities they serve) of the transfer of responsibility for water service delivery.

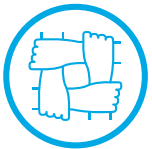
The use of this funding supports councils to transition to their new role post-reform through meeting some or all of the following criteria, as laid out in the Heads of Agreement:



Supporting communities to transition to a sustainable and low-emissions economy, including **by building resilience to climate change and natural hazards.**



Delivery of infrastructure and/or services that **enable housing development and growth**, with a focus on brownfield and infill development opportunities where those are available.



Delivery of infrastructure and/or services that **support local place-making and improvements in community well-being.**

# About the application and funding process

The better off package is one of the financial support packages to be provided to Local Authorities under the Three Waters Reform, as outlined in the Heads of Agreement.

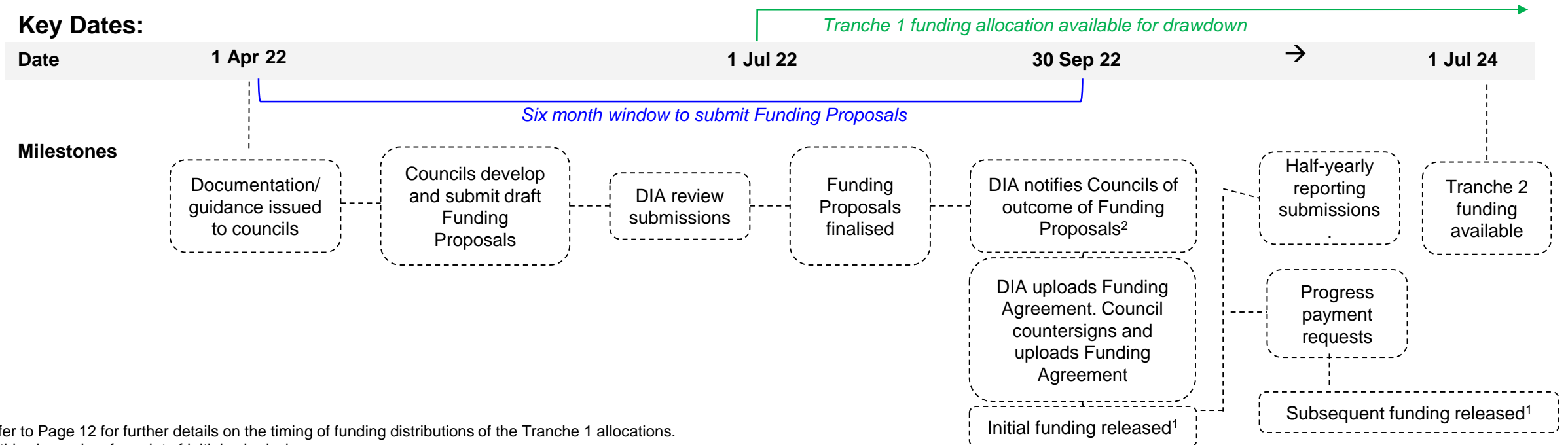
The \$2 billion package has been pre-allocated to councils based on a nationally consistent formula, and is available in two tranches. The first \$500 million of Crown Funding is available from 1 July 2022 and the remaining \$1.5 billion is available from 1 July 2024. This guide is specific to the first tranche of funding, however it is expected that access to Tranche 2 funding will follow a similar process.

This guide sets out the information needed for Local Authorities to engage with the Funding Agreement and Funding Proposal templates.

These are available on the Three Waters Reform webpage at: <https://www.dia.govt.nz/three-waters-reform-programme-reform-support-package>:

- Funding Proposal template available **01/04/2022** (NB: template for review only, proposals must be submitted online via the Grants Management System)
- Funding Agreement available **01/04/2022**

## Key Dates:



<sup>1</sup> Refer to Page 12 for further details on the timing of funding distributions of the Tranche 1 allocations.

<sup>2</sup> Within six weeks of receipt of initial submission.

## Relationship managers

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To streamline the funding application and approval process, each council will be assigned a Relationship Manager to support them in developing their Funding Proposals. They will be available to provide additional guidance on an as-required basis.

Crown Infrastructure Partners have been appointed to fill this role.



### The Relationship Manager's Role

Relationship managers are in place to work with, and support local authorities through the end-to-end Funding Proposal process. They also provide a liaison point between the councils and the DIA throughout the approval process.

#### Identify and Prioritise

Assist councils to **identify** and **prioritise** initiatives that:

- ▶ Meet the funding criteria & conditions
- ▶ Provide value for money
- ▶ Demonstrate wellbeing outcomes

#### Prepare

Help local authorities to **prepare** funding proposals, including:

- ▶ Preparing the schedule of expenditure
- ▶ Identifying milestones linked to project delivery
- ▶ Advising on contingency requirements
- ▶ Completing the wellbeing assessments

#### Submit

Support Councils to **submit** funding proposals to DIA:

- ▶ Navigate the online Grants Management System
- ▶ Liaise with the DIA and the Cross Government Evaluation team to resolve any queries on the Funding Proposal

# Funding application documentation

## Funding Agreement

Local Authorities are required to sign the **Funding Agreement** to access the better off funding package.

DIA will provide a completed Funding Agreement following its review of the funding proposal. A pro-forma copy of the Funding Agreement is available [here](#).

The Agreement sets out the **purpose** of the funding, and the **requirements and conditions** that local authorities agree to meet to access the funding. The Agreements includes detail on the following:

- Funding conditions and criteria
- Overview of what the funding stimulus may be spent on
- Conditions attached to the funding
- Engaging with and supporting transition activities
- Reporting and other requirements

## Funding Proposal

The Funding Proposal is the document Local Authorities will use to access funding, and specifies the Programme of Expenditure they wish to apply funding to. It will be submitted to DIA for review to ensure that it meets the following criteria:

### Funding criteria

- The Programme must support one or more of the better off package criteria (*refer page 4*)
- Funding proposals must be for:
  - new initiatives/projects; and/or
  - to accelerate, scale-up and/or enhance the quality of planned investment
- The duration of the Programme of Expenditure must be 5 years or less (completion date on or before 30 June 2027)
- The Total Maximum Amount Payable must be equal to or less than the funding allocation (refer page 13)

Local Authorities have flexibility to apply better off funding as they deem appropriate, provided it is consistent with these funding conditions and the Funding Agreement, and approved via the Funding Proposal.

### The Funding Proposal will cover the following elements:

- Programme overview (including work to be undertaken, summary of costs, relevant milestones and dates.)
- Demonstration that engagement was undertaken with iwi/Māori on the use of funding.
- How the Programme meets one or more of the better off package funding criteria and conditions
- A brief wellbeing assessment setting out the expected benefits of the Programme



Administration of the better off package will be managed through the DIA online Grant Management System. **To apply you will need access to this system.** See **Appendix C** for more information

# How to Identify and Prioritise Initiatives

The funding criteria provides flexibility for Councils to identify a potentially wide range of funding proposals.

Where a council has existing strategic plans and documentation that meet the funding criteria, these may inform your project selection, including proposals to accelerate, scale up or enhance current and planned initiatives.

To assist in identifying and prioritising your initiatives, below are examples of projects that may be eligible based on the criteria, along with key considerations when prioritising a list of initiatives. Judgement is required when making these decisions, and councils may choose to assign different weighting to these prioritisation factors based on the needs of your community.

Initiative Examples	
1	<b>Public Transport Improvement Programme*</b> <ul style="list-style-type: none"> <li>Replace bus fleet with electric buses</li> <li>Upgrade public transport hubs to make them more user-friendly and safe</li> <li>Increase frequency of services in busy times, and identify and provide public transport options to under-serviced areas</li> </ul>
2	<b>Street Lighting Project</b> <ul style="list-style-type: none"> <li>Replace street lights with energy efficient bulbs</li> <li>Increase street lighting in underlit and unsafe areas</li> </ul>
3	<b>Coastal Placemaking Initiative</b> <ul style="list-style-type: none"> <li>New coastal public space and open air water park</li> </ul>
4	<b>Community Connectivity Initiative*</b> <ul style="list-style-type: none"> <li>Assist communities in need with affordable wifi connections and wifi-enabled devices</li> </ul>
5	<b>Digital Automation Programme*</b> <ul style="list-style-type: none"> <li>Transform resource consent application system</li> </ul>
6	<b>Supporting people living with disabilities to participate fully in society*</b> <ul style="list-style-type: none"> <li>Improve accessibility to community facilities including ramp access and handrails</li> <li>Installation of high specification bathrooms for people with complex disabilities</li> </ul>

Initial Eligibility Check	
Does the initiative meet the funding conditions listed on page 4?	
Prioritisation Factors	
<b>Value for Money</b>	Do the identified wellbeing outcomes justify the cost?
<b>Strategic Plans</b>	Is there existing strategic planning documentation to support this initiative?
<b>Iwi/Māori Support</b>	Has the council engaged with iwi/Māori on the intended use of the funding?
<b>Risk Analysis</b>	Does your risk analysis show any undue concerns in completing the project - for example, are the resources required readily available?
<b>Community Support</b>	Does the initiative have rate-payer and local community support?

\*See Appendix B for examples of wellbeing assessments for these initiatives

# Funding Proposal – Key areas of consideration

Key areas of consideration to be aware of when developing the Funding Proposal:

## Relationship between funding tranches

The first tranche (\$500m available in July 2022 as per this guidance document) is distinct from the second, but councils are expected to **consider how the first tranche could support funding proposals for the second tranche**.

Local authorities do not have to apply for the full Tranche 1 amount upfront, funds not applied for in Tranche 1 will be made available in Tranche 2.

The second tranche will be subject to future guidance and application processes, however the same funding criteria and conditions are expected to apply.

## Output-based milestones

Milestones must be linked to **specific and measurable outputs**.

Milestones should reflect progress of project delivery.

For example:

- In relation to project stages (e.g. procurement, design, construction); or
- Based on project progress (e.g. percentage of works completed)

## Contingency

When preparing your schedule of expenditure, consider whether a contingency allowance is appropriate to allow for cost increases outside your control.

A process will be developed in the coming months to enable you to utilise unspent contingency.

## Prior funding applications

If you have a project that meets the better off funding criteria, and has previously been submitted and reviewed through **another contestable funding source**, speak to your Relationship Manager.

You may be able to re-use your prior application details to streamline your Funding Proposal application.

Examples of funding that may fit this criteria are:

- Infrastructure Acceleration Fund (IAF)
- National Land Transport Programme (NLTP)
- IRG Shovel Ready

## Other areas of consideration

Iwi/Māori: Pathway to target state of partnership

Refer to Page 10

Wellbeing assessment

Refer to Page 11



Relationship Managers will work with Local Authorities to finalise their Funding Proposals. They will be able to assist with specific questions around these considerations.

# Iwi/Māori engagement

The criteria for the Better off funding package recognises that local authorities are expected to engage with iwi/Māori in determining how it will use its funding allocation. For tranche one, it is expected that the Funding Proposal demonstrates genuine engagement, extending beyond standing committees (see below).

The diagram below illustrates a continuum of engagement to partnership between Local Authorities and iwi/Māori. The funding tranches have been designed in a way that understands that most councils sit on the continuum at or near the current state. Investment in time and resources is required by both parties in order to build a relationship that is closely aligned to partnership. In recognition of this, the **minimum** expectations for Tranche 1 are set around the current state. However, the expectation with respect to accessing Tranche 2 funding is that the target state is achieved, or that there is a demonstrated pathway as to how it will be achieved.

		1 Current State			2 Future State
		Inform	Consult	Collaborate	Partner
Principles of Effective Engagement	Engage early	▶ Advise iwi/Māori of what is happening			
	Be inclusive	▶ Provide information to iwi/Māori	▶ Keep iwi/Māori informed ▶ Seek feedback from iwi/Māori	▶ Work together with iwi/Māori	▶ Pre-existing relationship with iwi/Māori
	Think broadly		▶ Listen to iwi/Māori ▶ Acknowledge iwi/Māori concerns & aspirations	▶ Determine issues/problems together	▶ Determine issues/problems together
Principles of Partnership	Plan and co-design together			▶ Develop solutions together	▶ Develop the solution together
	Share decision-making			▶ Involve iwi/Māori in the decision-making process	▶ Co-design the process
	Relationship built on trust and respect	Weak <span style="float: right;">Strong</span>			

## Tranche 1 Minimum Expectations (Current State):

- Identify Māori impacted by the kaupapa (purpose) of the work, with a focus on hapū, iwi, post-settlement government entities, other mana whenua
- Evidence of genuine engagement, extending beyond standing committees
- Identify issues/concerns arising from the engagement, and steps taken to accommodate and support these interests.

## Tranche 2 Minimum Expectations (Target State):

- Relationships built on trust and mutual respect
- Funding Proposals have been co-designed and co-implemented from inception
- Decision-making on initiatives to fund and prioritise have been made jointly.

# Wellbeing assessments

Councils are expected to provide a wellbeing assessment setting out the expected benefits and wellbeing outcomes for each Programme.

The assessment should outline how the programme will deliver on:

- The broader “wellbeing mandates” under the framework of the Local Government Act 2002 (LGA), and
- The specific wellbeing criteria for the better off package shown on page 3

## LGA areas of wellbeing



Social wellbeing



Economic wellbeing



Environmental wellbeing



Cultural wellbeing

## Considerations for completing the Wellbeing Assessment

- **Define** the expected wellbeing outcomes from the Programme.
- **Describe** how the Programme outcomes will promote the better off package outcomes and wellbeing objectives for your community.
- **Decide** how you will measure, monitor and report on your stated wellbeing outcomes, preferably using your existing processes. (e.g. indicators of change/key performance indicators)



See **Appendix B** for examples of Wellbeing Assessments based on the initiatives shown on page 8.



## Administration Process - Key areas of consideration

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Key administration principles to be aware of when planning and applying for the better off funding package:

<b>Release of funding</b>	<p>Following approval of a Funding Proposal and an executed Funding Agreement, an initial disbursement of <b>10% of the Total Maximum Payable</b> amount will be released.</p> <p>The remainder will be disbursed on receipt of a progress payment request from Councils:</p> <ul style="list-style-type: none"><li>• Councils may submit a progress payment request, along with a progress report, up to once a month. This will be reviewed and approved by Crown Infrastructure Partners (CIP).</li><li>• The review will focus on evidence that payments are linked to progress on the Programme.</li><li>• On confirmation the review is satisfactory, funds will be released in arrears of costs incurred.</li></ul>
<b>Monitoring and reporting</b>	<p>The Funding Agreement will outline the reporting requirements for councils.</p> <ul style="list-style-type: none"><li>• Reporting is half-yearly (periods ending 30 June and 31 December), and a template will be provided to submit online.</li><li>• CIP will monitor local authorities' progress against the Funding Proposal to provide assurance that Crown funding is being spent as intended and that projects are progressing within a reasonable timeframe.</li><li>• The half-yearly reporting will also include monitoring of the achievement of outcomes as specified per the Funding Proposal.</li><li>• There will be a process to address any material under-delivery or deviation from scope.</li></ul>
<b>Project Substitution</b>	<p>There may be circumstances in which a council wishes to substitute or re-allocate funds allocated to another project in the Funding Proposal. These decisions will be considered by CIP, and made on a case-by-case basis.</p> <p>It may be prudent to consider having a “back-up” list of projects you have discussed with your relationship manager that can be used as a substitute in the event an approved initiative is unable to proceed.</p>
<b>Funding shortfalls</b>	<p>Funding allocations will not be ‘topped up’ to meet any shortfalls experienced by councils.</p>

## Funding allocations - methodology

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A funding allocation framework has been developed, which is based on a nationally consistent formula.

The Government and Local Government New Zealand have agreed to this formula as it recognises the relative needs of local communities, the unique challenges facing local authorities in meeting those needs and the relative differences across the country in the ability to pay for those needs.

### General approach to determining notional funding allocations



The **population** in the relevant council area.  
**(75% weighting)**



The NZ **deprivation index**\* adjustment to recognise the relative distribution of need across the country  
**(20% weighting)**



The **land area** covered by a council, excluding national parks  
**(5% weighting)**

\*The New Zealand index of deprivation is an area-based measure of socioeconomic deprivation in New Zealand that combines nine variables from the Census, including income levels, educational qualifications, home ownership, employment, family structure, housing and access to transport and communications. It has been introduced in the formula for allocating the better off component of the support package to recognise the relative distribution of need across the country. It enables a balanced distribution of funding across territorial authorities that complements the remaining two criteria that recognise needs associated with a larger population base and land area.

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# APPENDICES

## APPENDIX A: Notional funding allocations

Council	Allocation (\$m)		
	Tranche 1	Tranche 2	Total
Auckland	127.14	381.43	508.57
Ashburton	4.19	12.57	16.76
Buller	3.50	10.51	14.01
Carterton	1.70	5.10	6.80
Central Hawke's Bay	2.83	8.50	11.34
Central Otago	3.21	9.63	12.84
Chatham Islands	2.21	6.62	8.82
Christchurch	30.61	91.82	122.42
Clutha	3.27	9.82	13.09
Dunedin	11.54	34.63	46.17
Far North	8.79	26.38	35.18
Gisborne	7.21	21.62	28.83
Gore	2.29	6.86	9.15
Greater Wellington	5.08	15.23	20.31
Grey	2.98	8.95	11.94
Hamilton	14.65	43.95	58.61
Hastings	8.72	26.16	34.89
Hauraki	3.78	11.34	15.12
Horowhenua	4.99	14.96	19.95
Hurunui	2.67	8.01	10.68
Invercargill	5.78	17.33	23.11
Kaikoura	1.55	4.66	6.21
Kaipara	4.04	12.11	16.14
Kapiti Coast	5.26	15.79	21.05
Kawerau	4.32	12.95	17.27
Lower Hutt	8.36	25.07	33.43
Mackenzie	1.55	4.65	6.20
Manawatu	3.76	11.29	15.05
Marlborough	5.76	17.28	23.04
Masterton	3.88	11.65	15.53
Matamata-Piako	4.32	12.95	17.27
Napier	6.46	19.37	25.82
Nelson	5.18	15.54	20.72
New Plymouth	7.90	23.69	31.59
Total			

Council	Allocation (\$m)		
	Tranche 1	Tranche 2	Total
Opotiki	4.68	14.04	18.72
Otorohanga	2.66	7.99	10.65
Palmerston North	8.16	24.47	32.63
Porirua	5.41	16.22	21.63
Queenstown Lakes	4.03	12.09	16.13
Rangitikei	3.33	9.99	13.32
Rotorua Lakes	8.05	24.15	32.19
Ruapehu	4.12	12.35	16.46
Selwyn	5.59	16.77	22.35
South Taranaki	4.55	13.65	18.20
South Waikato	4.64	13.92	18.56
South Wairarapa	1.88	5.63	7.50
Southland	4.80	14.41	19.21
Stratford	2.57	7.70	10.27
Tararua	3.80	11.39	15.19
Tasman	5.64	16.91	22.54
Taupo	4.93	14.80	19.74
Tauranga	12.10	36.30	48.41
Thames-Coromandel	4.05	12.15	16.20
Timaru	4.97	14.92	19.90
Upper Hutt	3.90	11.69	15.59
Waikato	7.88	23.65	31.53
Waimakariri	5.54	16.63	22.18
Waimate	2.42	7.26	9.68
Waipa	5.24	15.73	20.98
Wairoa	4.66	13.97	18.62
Waitaki	3.71	11.13	14.84
Waitomo	3.55	10.64	14.18
Wellington	14.42	43.27	57.69
Western Bay of Plenty	5.34	16.03	21.38
Westland	2.79	8.36	11.15
Whakatane	5.66	16.99	22.66
Whanganui	5.98	17.94	23.92
Whangarei	9.48	28.45	37.93
Total	500.00	1,500.00	2,000.00

## APPENDIX B: Wellbeing assessment examples

Example 1	Initiative Description: <b>Public Transport Improvement Programme</b>		
	Better off funding criteria met:		Wellbeing areas met:
	1. Supporting communities to transition to a sustainable and low-emissions economy 2. Delivery of infrastructure and/or services that support local place-making and improvements in community well-being.		1. Social 2. Environmental
	Wellbeing Outcomes	How Outcome is Measured	How Outcome is Reported
Lower carbon emissions	Reduction in carbon emissions	Annual Report	
Increase in use of public transport	Increase in # people using buses and trains Increase in % people that feel safe using public transport	Annual Report	

Example 2	Initiative Description: <b>Community Connectivity Initiative</b>		
	Better off funding criteria met:		Wellbeing areas met:
	1. Delivery of infrastructure and/or services that support local place-making and improvements in community well-being.		1. Social 2. Economic
	Wellbeing Outcomes	How Outcome is Measured	How Outcome is Reported
Increase in access to reliable at home wifi service	Increase in # people with access to reliable wifi connections	Annual Report	
Increase in access to wifi enabled devices to support work and study from home	Increase in % people with the ability to work and/or study from home	Annual Report	

## APPENDIX B: Wellbeing assessment examples

<b>Example 3</b>	<b>Initiative Description: Digital Automation Programme</b>		
	<b>Better off funding criteria met:</b>		<b>Wellbeing areas met:</b>
	1. Delivery of infrastructure and/or services that enable housing development and growth		1. Economic
	<b>Wellbeing Outcomes</b>	<b>How Outcome is Measured</b>	<b>How Outcome is Reported</b>
Faster processing of resource consents	Decrease in time taken to process a consent Increase in customer satisfaction on consent process	Annual Report	

<b>Example 4</b>	<b>Initiative Description: Supporting people living with disabilities to participate fully in society</b>		
	<b>Better off funding criteria met:</b>		<b>Wellbeing areas met:</b>
	1. Delivery of infrastructure and/or services that support local place-making and improvements in community well-being.		1. Social 2. Cultural
	<b>Wellbeing Outcomes</b>	<b>How Outcome is Measured</b>	<b>How Outcome is Reported</b>
Community facilities are inclusive and accessible to those living with disabilities	Increase in # community facilities with disability friendly access Increase in % people with disabilities that feel community spaces are accessible	Annual Report	
Those with complex disabilities can access and use public bathroom facilities	# Public high specification bathrooms installed	6 Monthly Better Off Report Submission	

## Appendix C: How to access the DIA's Grants Management System

### STEP 1: Create the Better Off organisation profile

- ▶ Your relationship manager will provide DIA staff with the following information on behalf of your council:
  - Council name
  - Contact name (*this person will become the "Profile Secretary"*)
  - Contact phone number
  - email address (*this will be used for payment advice and other correspondence*)
- ▶ DIA staff will create the Better Off organisation

### STEP 2: Linking an individual to administer the profile

- ▶ A RealMe invitation link will be emailed to the nominated contact, connecting them to the Better Off council profile. RealMe credentials are required for logging in, but can be created if need be.
- ▶ The contact person will fill out the organisation profile, including:
  - Bank account for payment
  - Upload of bank account verification document (bank deposit slip, statement confirming bank account name and number)
- ▶ Once logged in, the named contact can invite other individuals to join the organisation profile (to act as signatories for example).

### STEP 3: Submit the Funding Proposal

- ▶ Nominated individuals linked to the Better Off organisation can create, edit and submit the Funding Proposal for the Council they represent.
- ▶ Once submitted, the Funding Proposal will be reviewed and the DIA will issue a decision within 6 weeks.

email ▶ [community.matters@dia.govt.nz](mailto:community.matters@dia.govt.nz) phone ▶ 0800 824 824 login: ▶ <https://communityadviceandgrants.dia.govt.nz>

## Appendix D: Relationship manager details

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Below are the contact details for the Relationship Managers assigned to each region.

Region	Name	email contact
Auckland & Northland	Martin Smith	<a href="mailto:martin.smith@crowinfrastucture.govt.nz">martin.smith@crowinfrastucture.govt.nz</a>
Bay of Plenty & Waikato	John Mackie	<a href="mailto:john.mackie@crowinfrastucture.govt.nz">john.mackie@crowinfrastucture.govt.nz</a>
Taranaki	Anthony Wilson	<a href="mailto:anthony.wilson@crowinfrastucture.govt.nz">anthony.wilson@crowinfrastucture.govt.nz</a>
Manawatu/Rangatikei & Top of the South	Ian Garside	<a href="mailto:ian.garside@crowinfrastucture.govt.nz">ian.garside@crowinfrastucture.govt.nz</a>
Hawkes Bay	Geof Stewart	<a href="mailto:geof.stewart@crowinfrastucture.govt.nz">geof.stewart@crowinfrastucture.govt.nz</a>
Wellington	Brent Manning	<a href="mailto:brent.manning@crowinfrastucture.govt.nz">brent.manning@crowinfrastucture.govt.nz</a>
Canterbury	Paul Utting	<a href="mailto:paul.utting@crowinfrastucture.govt.nz">paul.utting@crowinfrastucture.govt.nz</a>
Otago/Southland and West Coast	Steve Apeldoorn	<a href="mailto:steve.apeldoorn@crowinfrastucture.govt.nz">steve.apeldoorn@crowinfrastucture.govt.nz</a>



# **Appendix 3 – Better Off Package Funding Agreement**

# **FUNDING AGREEMENT**

**BETWEEN**

**DEPARTMENT OF INTERNAL AFFAIRS**

**AND**

**[NAME OF RECIPIENT]**

**AND**

**CROWN INFRASTRUCTURE PARTNERS  
LIMITED (AS MONITOR)**

**FOR**

**THREE WATERS REFORM – BETTER OFF  
PACKAGE (TRANCHE 1 FUNDING)**

## 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), Schedule 1 (Permitted Funding Activities) and Schedule 2 (Transition Support Arrangements).

### PART 1: KEY DETAILS

#### 1 Parties

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

[NAME OF RECIPIENT] (**Recipient**)

Crown Infrastructure Partners Limited (**Monitor**)

#### 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**).

The Crown entered into a Heads of Agreement with New Zealand Local Government Association Incorporated Te Kahui Kaunihera ō Aotearoa (**LGNZ**) under which, amongst other things, the Crown proposed that a Three Waters Reform financial support package be provided to local authorities, comprising:

1. a “no worse off” package which will seek to ensure that financially, no local authority is in a materially worse off position to provide services to its community directly because of the Three Waters Reform Programme and associated transfer of responsibility for the provision of water services (including the transfer of assets and liabilities) to the Water Services Entities; and
2. a “better off” package of \$2 billion which supports the goals of the Three Waters Reform Programme by supporting local government to invest in the wellbeing of their communities in a manner that meets the priorities of both the central and local government, and is consistent with the agreed criteria for such investment set out in the Heads of Agreement,

to be given effect in agreements between each local authority and the Crown (through DIA).

The better off package will comprise:

1. \$1 billion of Crown funding, \$500 million of which is intended to be provided to local authorities from 1 July 2022 to enable early investment (“**Tranche 1 Funding**”); and
2. the remaining \$1 billion to be funded by the new Water Services Entities.

This Agreement relates to the provision of funding to the Recipient from the Tranche 1 Funding of \$500 million.

The Crown’s objectives with the better off package are, acknowledging the Reform Objectives, to demonstrate central government confidence in the future for local government by providing the sector with additional funds to support local wellbeing outcomes in a way that aligns with the priorities of central and local government, including through meeting some or all of the following criteria:

1. supporting communities to transition to a sustainable and low-emissions economy, including by building resilience to climate change and natural hazards;

2. delivery of infrastructure and/or services that:
  - a. enable housing development and growth, with a focus on brownfield and infill development opportunities where those are available;
  - b. support local place-making and improvements in community well-being.

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.

Crown Infrastructure Partners Limited is party to this Agreement to undertake a review and monitoring role on behalf of the DIA, as further described in this Agreement.

DIA has agreed to contribute funding to the Recipient on the terms and conditions of this Agreement (**Agreement**). This funding is being provided to enable the Recipient to undertake the activities described in Schedule 1.

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.
2. The final Funding Proposal prepared by the Recipient, in a form approved by DIA.

The Recipient is responsible for the content of the Funding Proposal and approval by DIA for the purposes of this Agreement shall not impose any obligations on DIA in respect of the Funding Proposal 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 30 September 2022. 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 Permitted Funding Activities**

The Recipient may only use the Funding:

1. for the purposes set out in Schedule 1; and
2. for any other purpose with DIA or the Monitor's prior written approval,

(each a **Permitted Funding Activity**).

**5 Funding Proposal**

The Recipient is to undertake the Permitted Funding Activities in accordance with the Funding Proposal approved by the DIA (or otherwise with DIA or the Monitor's prior written approval).

**6 End Date**

The End Date is [1 July 2027], or such later date determined by DIA in its discretion. **[Note: Recipients may propose an End Date having regard to the funding activities covered by this agreement, no later than 30 June 2027. DIA intend that the End Date is to be confirmed for each agreement]**

**7 Funding**

The total Funding available under this Agreement is up to **NZ\$[INSERT HERE]** plus GST (if any). This is the Total Maximum Amount Payable.

The first instalment of Funding under this Agreement is (NZ\$[insert] plus GST (if any)) 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.

The Recipient may submit progress payment claims for the balance of the Funding under this Agreement, subject to satisfaction of the conditions set out below and the other terms and conditions of this Agreement.

Each instalment of Funding under this Agreement, following payment of the first instalment, is subject to:

- (a) Receipt of a duly completed Payment Request in accordance with clause 1 of Part 2.
- (b) DIA receiving and being satisfied with the six-monthly reports specified in the Key Details, together with the other information required in this Agreement.
- (c) DIA being satisfied that the Recipient is using reasonable endeavours to comply with the Transition Support Arrangements set out in Schedule 2.
- (d) DIA being satisfied that the Recipient is complying with the requirements of any Remedial Plan.
- (e) No Termination Event, or event entitling DIA to suspend funding under this Agreement, subsisting.

The first Payment Request may be submitted upon the Commencement Date occurring. Each subsequent Payment Request may be submitted at any time, but no more than one such Payment Request may be submitted in any month, except (in each case) to the extent agreed by DIA in its sole discretion.

## 8 Reporting

The Recipient will provide DIA via the DIA's Grant Management System portal with six-monthly reports by the 15<sup>th</sup> Business Day following the end of each six month period ending on 30 June and 31 December), with effect from the Commencement Date. Each six-monthly report must include the information set out below, in the standard reporting form specified by DIA.

If the frequency of reporting is changed to quarterly, as further described in clause 2.14, then the obligations described in this Agreement in respect of each six-monthly report will equally apply to the required quarterly reports (to be provided by the 15<sup>th</sup> Business Day following the end of each Quarter).

The Recipient will also provide DIA via the DIA's Grant Management System portal with a final report by the 15<sup>th</sup> Business Day following the End Date. 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 six-monthly report** must include the following information:

- (a) Description of activities undertaken during the relevant six month period (including progress against relevant milestones);
- (b) A summary of expenditure for the relevant six month period (including any co-funding by the Recipient);
- (c) Plans for the next six month period (including a financial forecast for cashflow purposes);
- (d) Any major risks arising or expected to arise with the Permitted Funding Activities, costs or performance of this Agreement, together with actual or proposed mitigations for those risks (including, where the Permitted Funding Activities) costs are forecast to exceed budgeted

costs, how the shortfall is to be funded);

- (e) A summary of the outcomes achieved as a result of the Permitted Funding Activities; and
- (f) Any other information relevant to this Agreement and/or DIA's involvement in connection with the Permitted Funding Activities that is notified by DIA or the Monitor in writing to the Recipient.

**The final report** must include the following information:

- (a) Description of activities undertaken during the term of this Agreement;
- (b) A summary of expenditure on the Permitted Funding Activities (including any co-funding by the Recipient);
- (c) A summary of the outcomes achieved as a result of the Permitted Funding Activities;
- (d) Any specific reporting requirements set out in this Agreement; and
- (e) Any other information relevant to this Agreement and/or DIA's involvement in connection with the Permitted Funding Activities that is notified by DIA or the Monitor in writing to the Recipient.

9 **Special Terms** During the term of this Agreement the Recipient shall use reasonable endeavours to comply with the Transition Support Arrangements, as set out in Schedule 2.

10 **Representative** DIA's Representative:  
Name: Michael Lovett  
Email: [threewaters@dia.govt.nz](mailto:threewaters@dia.govt.nz)

Recipient's Representative:  
Name: [name]  
Email: [email]

Monitor's Representative:  
Name: [name]  
Email: [email]

11 **Address for Notices** To DIA:  
Three Waters Reform  
Level 7, 45 Pipitea Street  
Wellington 6011  
Attention: Michael Lovett  
Email: [threewaters@dia.govt.nz](mailto:threewaters@dia.govt.nz), with a copy to [legalnotices@dia.govt.nz](mailto:legalnotices@dia.govt.nz)

To the Recipient:

[address]

Attention: [name]

Email: [email]

To the Monitor:

[address]

Attention: [name]

Email: [email]

**SIGNATURES**

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

---

Name: Michael Lovett

Position: Deputy Chief Executive, Local Government

Date:

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

---

Name:

Position:

Date:

---

Name:

Position:

Date:

**SIGNED** for and on behalf of **CROWN INFRASTRUCTURE PARTNERS LIMITED** by the person(s) named below, being a person(s) duly authorised to enter into obligations on behalf of the Monitor:

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Name:  
Position:  
Date:

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Name:  
Position:  
Date:

*END OF PART 1*



## **PART 2: GENERAL TERMS**

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### **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 for DIA's approval a Payment Request via the DIA's Grant Management System portal at the time specified in, and otherwise in accordance with, Item 7 in the Key Details.
- 1.3 Each Payment Request must include the amount of Funding requested, be authorised by the Chief Executive or an authorised representative of the Recipient, and be accompanied by the following supporting documentation:
- (a) a breakdown / total transaction listing of total Eligible Costs that have been or will be incurred to undertake the Permitted Funding Activities, substantiated by invoices and cost details;
  - (b) for the first Payment Request submitted following payment of the first instalment of Funding, a breakdown / total transaction listing of expenditure related to the first instalment, substantiated by invoices and cost details;
  - (c) a summary of the number of jobs created through people employed in the relation to the Permitted Funding Activities; and
  - (d) any other reasonable information or evidence requested by DIA or the Monitor in relation to summary project information or Eligible Costs that have been incurred or will be incurred.
- 1.4 DIA is not required to pay any Funding in respect of a Payment Request:
- (a) if any reports specified in the Key Details have not been provided or are not in form and substance satisfactory to DIA or the Monitor in its sole discretion;
  - (b) if the Conditions specified in Item 7 of the Key Details relating to that instalment have not been satisfied;
  - (c) if payment will result in the Funding exceeding the "Total Maximum Amount Payable" specified in the Key Details;
  - (d) if this Agreement has expired or been terminated; and/or
  - (e) while the Recipient is in material 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.
- 1.5 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 relevant Payment Request is approved by the DIA, and if such day is not a Business Day, on the next Business Day. DIA will pay the Funding to the Recipient's nominated Bank Account.

- 1.6 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.
- 1.7 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.

### **Permitted Funding Activities**

- 2.2 The Recipient must not, without DIA's or the Monitor's prior written consent, make any Material Variation to the Permitted Funding Activities (including their description and scope).
- 2.3 The Recipient must ensure that the Permitted Funding Activities are carried out:
- (a) promptly with due diligence, care and skill, and in a manner that is consistent with Best Industry Practice; and
  - (b) by appropriately trained, qualified, experienced and supervised persons; and in accordance with any directions of DIA or the Monitor, notified by DIA or the Monitor in writing from time to time.
- 2.4 The Recipient must use reasonable endeavours to ensure that the Permitted Funding Activities are completed by the End Date.
- 2.5 The Recipient is solely responsible for the activities and matters carried out as Permitted Funding Activities, including being solely responsible for the acts and omissions of any contractors and subcontractors in connection with the same.
- 2.6 The Recipient must ensure that all agreements it enters into with any contractors or any other party in connection with the Permitted Funding Activities 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 and the Monitor 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 and the Monitor with any other information about the Permitted Funding Activities requested by DIA and/or the Monitor within the timeframe set out in the request.
- 2.9 The Recipient must promptly notify DIA and the Monitor 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 the Permitted Funding Activities 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 Monitor has been appointed by DIA to undertake a review and monitoring role under this Agreement, including by:
- (a) reviewing and confirming satisfaction with the reports specified in the Key Details;
  - (b) reviewing and approving Payment Requests submitted by the Recipient;
  - (c) seeking, reviewing and confirming satisfaction with further information from the Recipient; and
  - (d) 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 will be made with DIA or, to the extent directed by DIA or provided for above, 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 Permitted Funding Activities and retain them for at least 7 years after the last payment of Funding under this Agreement. The Recipient must permit DIA or the Monitor (or any auditor nominated by DIA or the Monitor) to inspect all records relating to the Permitted Funding Activities and must allow DIA, the Monitor and/or the auditor access to the Recipient's premises, systems, information 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.

#### **Monitoring**

- 2.14 Without limiting anything in clause 2.15, at the request of the DIA (or the Monitor), the Recipient and the DIA and/or the Monitor shall meet by the 15th Business Day following the end of each six month period, to jointly discuss the Recipient's compliance with its obligations under this Agreement during the relevant six-month period (including its obligations under Items 5 and 9 of the Key Details). Where the DIA (or the Monitor)

considers (acting reasonably) that the Recipient has not complied with its obligations under this Agreement during the relevant six-month period:

- (a) DIA (or the Monitor) and the Recipient shall in good faith discuss:
  - (i) the identified areas of non-compliance and agree the steps that the Recipient will take to address such areas of non-compliance going forwards (**Remedial Plan**). If the parties are unable to agree a Remedial Plan by the 30<sup>th</sup> Business Day following the end of the relevant six month period, then DIA (or the Monitor) shall (acting reasonably and having regard to the matters raised by the Recipient in such discussions) provide the Recipient with a remedial plan which shall, for the purpose of this Agreement, be deemed to be the Remedial Plan. The Recipient shall comply with the requirements of any Remedial Plan;
  - (ii) acknowledging the commitment of resources (including staff) required by the Recipient to comply with its obligations under this Agreement (including the Transition Support Arrangements set out in Schedule 2), how the parties can work together to ensure such obligations are appropriately managed by all parties; and
- (b) DIA (or the Monitor) may increase the frequency of the reports required under Item 8 of the Key Details from six-monthly to quarterly.

2.15 At the request of the DIA (or the Monitor) at any time after the occurrence of a Relevant Event, the Recipient and the DIA and/or the Monitor shall meet promptly to jointly discuss the circumstances relating to that event. DIA (or the Monitor) and the Recipient shall in good faith discuss the steps that the Recipient will take to address that event (a **Response Plan**). If the parties are unable to agree a Response Plan within 20 Business Days following a request under this clause, then DIA (or the Monitor) shall (acting reasonably and having regard to the matters raised by the Recipient in such discussions) provide the Recipient with a response plan which shall, for the purpose of this Agreement, be deemed to be the Response Plan. The Recipient shall comply with the requirements of any Response Plan and non-compliance by the Recipient shall entitle DIA to suspend funding under this Agreement until such time as the non-compliance is remedied to DIA's satisfaction (acting reasonably).

### 3 INTELLECTUAL PROPERTY

- 3.1 DIA acknowledges that the Recipient and its licensors own all pre-existing intellectual property which they contribute to the Permitted Funding Activities , and all new intellectual property which they create in the course of the Permitted Funding Activities.
- 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 Permitted Funding Activities 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 all 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; or
  - (c) subject to clause 4.4, while any one or more of the following 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 a Permitted Funding Activity 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 a Permitted Funding Activity without the prior written consent of DIA (or the Monitor);
    - (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(c) 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 a Permitted Funding Activity, exceeds the amount required to perform the Permitted Funding Activity, 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 misspending to the date the money is repaid.
- 4.7 Clauses 1.2, 1.4, 1.5, 2.1, 2.7, 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 Permitted Funding Activities, 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 Permitted Funding Activities, 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 the Funding has been or will be applied solely to Eligible Costs

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 Permitted Funding Activities, 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 Permitted Funding Activities 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 Permitted Funding Activities.
- 6.3 DIA is not liable for any claim under or in connection with this Agreement or the Permitted Funding Activities, 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.
- 6.4 The Monitor will not have any liability whatsoever under or in connection with this Agreement to DIA or the Recipient. The limitation of liability set out in this clause does not apply to the Monitor's liability for any fraudulent, malicious or criminal act or omission of the Monitor to the extent that such liability cannot be limited or excluded by law.

## 7 **CONFIDENTIALITY**

- 7.1 Subject to clause 7.2 and 7.3, each party must keep the other parties' 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 relevant 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 or the Monitor 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 or the Monitor (as applicable) 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 and/or the Monitor's ability to:

- (a) discuss, and provide all information in respect of, any matters concerning the Recipient, the Permitted Funding Activities 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 Permitted Funding Activities, on websites; in media releases; general announcements and annual reports.

7.3 The Recipient acknowledges that:

- (a) the contents of this Agreement; 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 The Recipient will keep DIA informed on a "no surprises" basis in relation to any media statements or press releases (including social media posts) to be made by the Recipient regarding this Agreement and/or DIA's involvement in connection with the Permitted Funding Activities.



- 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 Permitted Funding Activities in accordance with funding acknowledgement guidelines agreed with DIA.
- 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](mailto: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 parties 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 parties 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 to the dispute.
- 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 parties.

## 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 parties. 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 by the parties, provided that the Monitor's agreement will not be required in respect of (and the Monitor will be deemed to have agreed to) any amendment to this Agreement that does not relate to the scope of the Monitor' review and monitoring role under this Agreement (including, for example, the Transition Support Arrangements).
- 11.6 Neither the Recipient nor the Monitor may assign or transfer any of their 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 other parties' 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 Permitted Funding Activities 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

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#### 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.

*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 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 or the Monitor under this Agreement; or
  - (ii) the interests of the Recipient in relation to this Agreement and/or the undertaking of the Permitted Funding Activities; or

- (b) otherwise impairs or might appear to impair the ability of the Recipient (or any of its personnel or contractors) to carry out the Permitted Funding Activities diligently and independently in accordance with this Agreement.

*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 undertake a Permitted Funding Activity in accordance with this Agreement, excluding overhead and management time that is not directly attributable to undertaking a Permitted Funding Activity.

*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.

*Funding Proposal* means the Funding Proposal setting out the scope of the Permitted Funding Activities(s) to which Funding is to be applied, in the form approved by DIA.

*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.

*Material Variation* means, in respect of a Permitted Funding Activity, 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 a Permitted Funding Activity being materially delayed, or any variation that materially amends the scope, specifications or function of a Permitted Funding Activity.

*Monitor* means Crown Infrastructure Partners Limited, appointed by the DIA to assist in managing the Funding by undertaking a review and monitoring role.

*Payment Request* means a request submitted to DIA by the Recipient seeking payment of Funding.

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

*Relevant Event* means actual or forecast failure to materially achieve an outcome(s) of the Funding Proposal (as determined by DIA or the Monitor acting reasonably), including where arising from unfunded cost overruns, material unapproved scope changes, material delay in achieving the delivery timeframes, or failure to meet the End Date for completion of the Permitted Funding Activities.

*Reform Objectives* means the following:

- (a) that there are safeguards (including legislative protection) against privatisation and mechanisms that provide for continued public ownership;
- (b) significantly improving the safety and quality of drinking water services, and the environmental performance of drinking water, wastewater and stormwater systems (which are crucial to good public health and wellbeing, and achieving good environmental outcomes);
- (c) ensuring all New Zealanders have equitable access to affordable three waters services and that the Water Services Entities will listen, and take account of, local community and consumer voices;
- (d) improving the coordination of resources, planning, and unlocking strategic opportunities to consider New Zealand's infrastructure and environmental needs at a larger scale;
- (e) ensuring the overall integration and coherence of the wider regulatory and institutional settings (including the economic regulation of water services and resource management and planning reforms) in which the local

government sector and their communities must operate;

- (f) increasing the resilience of three waters service provision to both short- and long-term risks and events, particularly climate change and natural hazards;
- (g) 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 local authorities;
- (h) improving transparency about, and accountability for, the planning, delivery and costs of three waters services, including the ability to benchmark the performance of the new Water Services Entities; and
- (i) 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.

*Remedial Plan* has the meaning given in clause 2.14(a) of Part 2.

*Response Plan* has the meaning given in clause 2.15 of Part 2.

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

*Transition Support Arrangements* means the obligations set out in Schedule 2.

*Water Services Entity* means:

- (j) the new water services entities to be established by legislation giving effect to the Three Waters Reform Programme; and
- (k) the local establishment entities to be established by legislation in advance of the establishment of the new water services entities.

## **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;

*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.

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*END OF PART 3*

**SCHEDULE 1: PERMITTED FUNDING ACTIVITIES**

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**[Note: Permitted activities on which the Recipient may spend the Funding on, as described in the Recipient’s approved Funding Proposa will be inserted by DIA]**



## SCHEDULE 2: TRANSITION SUPPORT ARRANGEMENTS

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The Recipient will collaborate and co-operate with the DIA (including through the DIA's National Transition Unit (**NTU**)) to provide for the implementation and carrying out of certain parts of the Three Waters Reform Programme, as further described below.

In making requests under these arrangements, DIA (including the NTU) will have regard to the Recipient's available resources and the competing demands on those resources. It is intended that such requests are made and considered by DIA, the NTU and the Recipient in a collaborative and co-operative manner with a view to achieving the Reform Objectives and ensuring the Recipient is able to continue to carry out its other functions and activities.

The Recipient agrees to provide the collaboration and co-operation requested. If a council controlled organisation (**CCO**) of the Recipient is involved in the delivery of water services then the Recipient agrees to ensure that its CCO does the same.

1. The Recipient will collaborate and co-operate with the DIA (including the NTU) to facilitate the Three Waters Reform Programme (to the extent the law permits).
2. Subject to the consent of any affected employee (and in compliance with the Recipient's employment law and health and safety obligations), the Recipient will:
  - (a) comply with any reasonable request by the Executive Director of the DIA's National Transition Unit (**NTU**) for employees of the Recipient to be seconded to, or otherwise facilitate the engagement of employees with, the DIA for the purpose of assisting the DIA with the Three Waters Reform Programme; and
  - (b) enable, and where necessary facilitate, the participation of the Recipient's staff in any process or engagement with the NTU that relates to their potential employment with a Water Services Entity, including (but not limited to) attending information sessions, accessing NTU channels such as the "People Platform", providing input into the Water Services Entity organisational design and role design, engaging in unions and professional body processes developed to engage and support staff through transition.
3. The Recipient will respond to and comply with any reasonable request by the Executive Director of the NTU for information that the Recipient holds for the purpose of assisting the DIA with the Three Waters Reform Programme.
4. The Recipient acknowledges and agrees that its obligation to provide information under paragraph 3:
  - (a) may include, subject to compliance with applicable laws including the Privacy Act 2020, a requirement to provide information in relation to the assets, liabilities, contracts, property, employees, customers, processes, pricing information relating to water services fees and associated costs, and any other matters that relate to water services delivery;
  - (b) includes a requirement to comply with any reasonable request to research and collate information; and
  - (c) includes a requirement to comply with any reasonable request to provide information in a particular format and within a particular timeframe.
5. The Recipient will notify, and respond to requests for information by, DIA of intended decisions:
  - (a) that relate to the provision of water services; or
  - (b) that may affect (other than in an immaterial way) the provision of water services.

The Recipient acknowledges that such decisions include a decision:

- (c) to adopt or amend a long-term plan or to adopt an annual plan, in each case as contemplated by the Local Government Act 2002;
  - (d) to adopt a policy required by the Local Government Act 2002;
  - (e) that is significantly inconsistent with, or is anticipated to have consequences that will be significantly inconsistent with, any policy or plan adopted by the Recipient under the Local Government Act 2002;
  - (f) to purchase or dispose of assets other than in accordance with its long-term plan;
  - (g) to purchase or dispose of an asset, if the purchase or disposal of the asset will have a material impact on the capacity to provide water services or on the financial well-being of the Recipient;
  - (h) to enter into any contract (other than an employment agreement) that imposes, or will continue to impose, any obligation in relation to the delivery of water services on the existing local authority after 30 June 2024 and the consideration for which is material in the context of the three water services or operations of the Recipient;  
or
  - (i) to borrow money for a period that extends beyond 30 June 2024.
6. The Recipient must not act inconsistently with its long-term plan and its annual plan as it relates to the provision of water services.
7. The Recipient shall include estimated and indicative prices for water services on invoices to consumers on an information only basis, based on a water revenue discovery process undertaken by the DIA. This disclosure obligation will not apply until the DIA has completed this discovery process and notified the Recipient of the basis of disclosure.
8. The Recipient must respond to and comply with any reasonable request by the Executive Director of the NTU to assist DIA and the NTU in the preparation of asset management plans and pricing plans for the Water Services Entities. The Recipient acknowledges that such requests may include:
- (a) a request to compile certain categories of information as part of an information base to inform the preparation of such plans (including, for example, existing water services assets held by or on behalf of the Recipient, current sources of funding for water services and details of employee roles within the Recipient's region or district that are involved in providing water services); and
  - (b) a request to consider particular options or matters for the Recipient's region or district to inform the preparation of such plans.

# **Appendix 4 – Pro-forma Better Off Support Package Funding Proposal**

## THREE WATERS BETTER OFF GRANT FUNDING PROPOSAL: TRANCHE 1<sup>1</sup>

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### Instructions to complete the Funding Proposal:

- The Funding Proposal is to be submitted through the DIA online Grant Management System. **To apply you will need access to this system.** Guidelines on accessing this system are provided in Appendix C of the guidance document *“Guide to better off package funding for local authorities”* found here: <https://www.dia.govt.nz/three-waters-reform-programme-reform-support-package>
- One Funding Proposal per Local Authority can be submitted for the total Tranche 1 Programme of Expenditure.
- Local Authorities do not have to apply for the full Tranche 1 notional amount upfront, funds not applied for in Tranche 1 will be available in the Tranche 2 application round.
- A Programme may consist of more than one Project or Initiative, and Local Authorities may elect to provide appendices with further details and breakdowns if that would assist in the approval process.
- The Programme may relate to expenditure over a period of up to 5 years.
- All figures in this Funding Proposal should be GST exclusive.
- A relationship manager will be available to support councils and can provide advice if the Local Authority has additional questions.
- Refer to the document *“Guide to better off package funding for local authorities”* which sets out the information needed for Local Authorities to engage with the Funding Agreements and the Funding Proposal template below.

The draft Funding Proposal can be submitted by the Local Authority any time between 4 April 2022 and 30 September 2022. The Funding Proposal will be assessed by the Department of Internal Affairs, who may provide feedback and require further detail, additions or alterations. The Funding Proposal is to be finalised, and Councils notified of the outcome within six weeks of receipt of the draft submission.

Where the Department of Internal Affairs requires any additional assurance or conditions for a specific Funding Proposal, this will be included in Question 17 below following the Department of Internal Affairs review. Question 17 will form part of the Funding Proposal.

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<sup>1</sup> The \$2 billion ‘better off’ package is available in two tranches. The first \$500 million is available from 1 July 2022 and the remaining \$1.5 billion is available after 1 July 2024.



**SECTION 1: General Information**

1. Programme Title:

2. Local Authority:

3. Organisation Lead Contact:

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

**SECTION 2: Programme of Expenditure Overview**

4. Provide a brief description of the Programme of expenditure the funding will be applied to. If the Programme comprises more than one Project, or Initiative that you will be reporting on seperately, please list (add more rows if required):

<i>[description of Programme]</i>
<b>List of Projects/Initiatives under this Programme</b>
<input type="text"/>
<input type="text"/>
<input type="text"/>

5. Total Maximum Amount Payable as defined and stated in the Funding and Collaboration Agreement (NZD \$):

\$

6. Total estimated cost of the Programme (NZD \$)?

\$

7. Of the total estimated cost above, specify the amount (if any) that will be allocated to general management oversight and other administrative costs.

\$ <input type="text"/>
<i>[description]</i>

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

Funding Source	Amount (NZ\$M)
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<b>Total</b>	\$ <input type="text"/>

9. Please indicate below the expenditure programme funding status:

	Yes/No	Amounts in NZD \$	Year
Included in LTP	Choose an item.	\$	
Included in the latest Annual Plan	Choose an item.	\$	
Not funded in any plan	Choose an item.	\$	
Was funded but COVID-19 deferred	Choose an item.	\$	
Local Authority co-funding being contributed	Choose an item.	\$	

10. Has the programme been submitted and reviewed through another contestable funding source? (such as the Infrastructure Acceleration Fund)

If Yes, please state the funding source and the stage of the funding process you reached below.

Funding Source	Stage Reached

11. Describe the risks you have identified in completing the programme on time and on budget (eg: availability of and access to specialist skills) and any steps/actions you have taken to mitigate these risks.

### SECTION 3: Programme of expenditure details

12. Please provide a high-level breakdown of the expenditure programme, including the programme commencement and completion dates, key delivery milestones, and for each milestone the planned completion date and estimated cost:<sup>2</sup>

*Milestones should reflect the progress of project delivery, and link to specific and measurable project outputs. Please refer to your relationship manager for guidance, and examples of output-based milestones.*

*If the funding package is to be used to fund multiple projects/initiatives, duplicate the table below for each project. The total of all projects must equal the Total Maximum Amount Payable per the Funding Agreement.*

	Expenditure Programme/Project Milestone (including a description of how the milestone is identified)	Estimated Completion Date	Estimated costs (NZD \$)
1.	Commencement Date per the Funding Agreement	dd-mmm-yy	Nil
3.	[milestone 1]	dd-mmm-yy	\$
4.	[milestone 2]	dd-mmm-yy	\$
5.	[milestone 3]	dd-mmm-yy	\$
6.	[milestone 4]	dd-mmm-yy	\$
7.	[Completion of expenditure programme/project]	dd-mmm-yy <i>To be no later than 30 June 2027</i>	\$
	<b>TOTAL</b>		\$

<sup>2</sup> All figures should be GST exclusive.



**CHECKS**

Total maximum funding instalment amount per the Milestone Table(s) <sup>3</sup> is <b>less than or equal to</b> Total Maximum Amount Payable per question 6	Choose an item.
Total budgeted costs to complete the expenditure programme per the Milestone Table(s) <sup>4</sup> is <b>equal to</b> the total estimated cost of the expenditure programme per question 7	Choose an item.

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<sup>3</sup> If the Milestone Table was duplicated to reflect multiple projects/initiatives, please add the total amounts across all tables when performing the checks above.



## SECTION 4: Wellbeing Assessment

*For this section, please refer to the document “Guide to better off package funding for local authorities” for guidance on conducting the wellbeing assesment.*

13. Please set out how the expenditure programme promotes one (or more) of the key criteria of the better off package and the well-being of communities (social, economic, environmental, and/or cultural) in the table below. Add lines where necessary.

*If the funding package is to be used on multiple project/initiatives, duplicate the table below in order to identify the wellbeing outcomes for each project.*

Programme Title				
Project/Initiative (if applicable)				
Better Off funding criteria (select as many that apply)	Criteria 1: Supporting communities to transition to a sustainable and low-emissions economy.	Criteria 2: Delivery of infrastructure and/or services that enable housing development and growth.	Criteria 3: Delivery of infrastructure that support improvements in community well-being.	
Wellbeing Area (select as many that apply)	Social wellbeing	Economic wellbeing	Environmental wellbeing	Cultural wellbeing
Wellbeing Outcomes				
Outcome	How Outcome will be Measured		How Outcome will be Monitored/Reported	



## SECTION 5: Iwi/Māori Engagement

*For this section, please refer to the document "Guide to better off package funding for local authorities" for guidance on the Iwi/Māori engagement required to answer the following questions.*

14. Describe the process you used to identify relevant iwi/Māori parties in your region, and specify which Māori groups / entities / organisations (eg, iwi, hapū, post-settlement governance entities, etc) you engaged with.

15. Provide details of the engagement you undertook with iwi/Māori in determining the use of the funding allocation. Include details regarding the methods of engagement (e.g. hui, wānanga, consultation on material, subsequent feedback).

16. Provide details of the ideas, suggestions, issues or concerns raised by iwi/Māori during your engagement process, along with the steps taken to address these.

**SECTION 6: DIA USE ONLY**

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

# SOUTH WAIRARAPA DISTRICT COUNCIL

10 AUGUST 2022

## AGENDA ITEM C2

### SOUTH WAIRARAPA DISTRICT DOG POUND

#### **Purpose of Report**

To inform Councillors of the progress with the Dog Pound project and to request an increase in unbudgeted capital expenditure (CAPEX) funding.

#### **Recommendations**

Officers recommend that the Council:

1. *Receive the 'South Wairarapa District Dog Pound' Report and consider options outlined.*
2. *Option 1: Adopt and resolve to approve unbudgeted provision of an increase in CAPEX by \$75,000 to complete build of the Pound facility*
3. *Option 2: Adopt and resolve to approve unbudgeted provision of an increase of \$116,500 in CAPEX to complete the build of the Pound with a 10% contingency fund.*

#### **1. Background**

A territorial authority must establish, maintain, and operate a dog pound that allows for the proper custody, care and exercise of impounded/sized dogs or dogs committed to the custody of the Council.

South Wairarapa District Council (SWDC) has a current pound facility which is located at Johnston Street, Featherston which is no longer able to meet the requirements needed concerning its obligations and compliance with the relevant pieces of legislation regarding the welfare of dogs that are held under its custody. Various elected Councils and councillors have agreed that the current state cannot continue, resulting in robust discussions as to the form to remedy the current situation.

Previous discussions have included a single region wide facility located in Masterton where SWDC would look to enter into a service arrangement, a combined design and build facility with Carterton District Council and finally an option to design and build a new pound facility within the South Wairarapa district.

SWDC Planning & Regulatory Committee gave recommendation to investigate a stand-alone option for South Wairarapa and to progress this through. The budget was

included in the Long-Term and Annual plan with a financial level of \$340,000 for the build.

Officers originally undertook an investigation into the existing site at Johnston Street, Featherston. This site presented a favourable option as this had the existing Pound and much of the infrastructure already in place. After obtaining suppliers quotes, the final piece was to formalise the variation to the leases for the expanded land usage, however, this failed to materialise as council could not come to an agreement with the existing lease holder.

Given this, officers needed to undertake a search for a new location within South Wairarapa District, finally settling on Viles Road (which is the location of the former Featherston Golf Course). This site has plenty of land area, but it must be noted that this site has no infrastructure in place such as water supply, power, and wastewater system.

As the original budget for this project did not include these servicing aspects to the level that a “green field” location has required, officers have needed to include these core infrastructure systems into the capital expenditure which has caused a substantial increase.

Officers have gone to the open market to get the best estimates and tried to utilize local suppliers where possible. The major component of build and design of the container kennels went through a formal procurement process where we had three interested parties that expressed interest in this stage, this dropped to two parties when officers went to the request for proposal (RFP) stage. Following a robust process, we settled on a preferred supplier.

The remaining suppliers forwarded their quotes, however, it must be noted that these quotes are very time sensitive, and fluid especially given the current circumstances faced by construction industry and the wider inflationary pressures.

The projected costs currently are estimated to be \$415,000 excluding contingency, or \$456,500 with a 10% contingency included.

## **2. Discussion**

Council is obligated to provide a fit for purpose dog pound facility for its population, in order to protect the community and to also ensure the performance of its legislative functions and duties conferred upon it. Officers have taken the parameters from Council to provide a design and build for a modern compliant facility within our district to meet its obligations concerning dog control and animal welfare. The overall design of the compound is to create a modern facility with an innovative and green methodology while also making the main component modular. The thinking from officers has been based on the use of a container as the main structure, which is extensively modified to create a space which is efficient but maximises the space to house impounded dogs.

Officers have engaged with a spectrum of potential suppliers to receive realistic and viable estimates to provide Council will an accurate assessment of the build costs for a modern pound facility.

Officers and suppliers have invested substantial time to conceptualize a modern facility, which has the lowest level of carbon footprint, trying to achieve an overall concept which is environmentally friendly in design, along with being compliant with the current legislative requirements.

We have worked in partnership with suppliers who are interested in being innovative while also maintaining a realistic financial outcome. We have developed ideas such as using solar power, for not only the lighting towers but have also designed a system where we are using solar as the main power source creating an off-grid compound. In addition, we have looked to use the built structures to collect rainwater, provisioning for shelter belts from the prevailing winds and ensuring security within the compound with the least disruption to the environment.

The current fiscal environment has highlighted that there are aspects which are simply determined by market forces and creating a real risk that the longer Council delays as to implementing and securing the build, these costs are only going to rise further.

We have tried to future proof the concept and to also ensure that we can replicate the design to increase the pounds capacity should we need to in the future.

## **2.1 Options**

There are two options for Council to consider.

1. To increase the funding to \$415,000. This is an additional capital funding of \$75,000.

This is to recognise that the costing of the facility has been realistically set to complete an animal facility that meets the need of the district. While also accepting that the project has seen increasing costs over the recent period which are outside of the control of officers.

2. To increase funding to include a 10% contingency for unforeseen costs and potential rising costs to 456,500. This is an additional capital funding of \$116,500.

This option provides for an additional level of funding of a 10% contingency “buffer” for costs that increase or have not been allocated during the construction and completion stages.

## **2.2 Consultation**

Officers have engaged with the lessees of the land surrounding the area we are looking to develop. In addition, we have spoken with the nearest residential property occupant to inform them of the site plans and to hear any issues/concerns that they may have.

## **2.3 Legal Implications**

Council has a legal responsibility to ensure that it adheres to the relevant statutes and regulations relating to its obligations as a territorial authority.

This includes but not limited to the Animal Welfare Act 1999, Animal Welfare (Care and Procedures) Regulations 2018, and the Code of Welfare: Dogs 2018. All of these are to ensure that Territorial Authorities are providing suitable and safe facilities for their dog population within their districts.

We will be applying for a resource consent and building consent as appropriate.

## **2.4 Financial Considerations**

Due to an increase in the construction costs of materials and additional infrastructure requirements, this report looks to request additional capital expenditure to fund the completion of the Animal facility to be located at Viles Road, Featherston. In terms of the increased costs for the new pound the resultant impact in Council operational expenditure will be funded within the current Annual Plan. The term of loan is 20 years.

Option 1 is an increase of \$75,000 unbudgeted capital expenditure. This is an annual operating expenditure increase of \$11,250 (on the original \$340,000 budget) or annual increase of \$3,750 on each category of Loan interest, Loan repayment, Depreciation. These can be met within current operating budget.

Option 2 is an increase of \$116,500 unbudgeted capital expenditure. This is an annual cost increase of \$17,475 (on the original \$340,000 budget) or \$5,825 on each category of Loan interest, Loan repayment, Depreciation. These can be met within current operating budget.

## **2.5 Risks**

### Supplier delays

There is a potential risk associated with delays experienced by suppliers with delivering their components. This risk is considered low level as the main production is done off site in Christchurch via the suppliers' own workshop with secured lines of supply.

### Further Budget over spend

Delays in not providing further funding will result in material costs increasing and impact the overall viability of delivering the project.

If there is further delay in the decision to move forward with the build, then with inflation pressures and increasing construction costs for materials. Construction of a new pound will see the projected costings to complete a modern complying animal facility only further increasing.

### Reputational risks.

The compound currently used by the South Wairarapa District is non-compliant. Ministry of Primary Industries has engaged with Council on the understanding that the Council are moving to ensure compliance. Failure to resolve this matter will have consequences from a regulatory and legislative perspective.

### Health and safety risks.

The current compound is not compliant with the requirements that an employer would be expected to provide for their employees working environment. The existing kennels are past their use by date, the current exterior compound fencing is being held together by a mixture of measures which are temporary at best.

Risk Description	Consequence	Likelihood	Comments and Risk Management Strategies
Supplier Delays	Impact on overall delivery of project on time	Low	Kept up engagement to ensure sourcing of materials and widen supplier pool.
Financial (overspend)	Costing overspend results in requests for unbudgeted funding.	Medium/High	Continuing to lock in suppliers quotes to avoid increases.
Reputational	Poor perception of Council by public and MPI on dog welfare.	Medium	Developing an innovative partnership with suppliers to deliver modern and complaint facility.

### 3. Conclusion

It is the officer's recommendation that Council resolves to adopt either Option 1 or 2 in respect to funding for the new dog pound.

Contact Officer: Rick Mead, Manager Environmental Services.

Reviewed By: Russell O'Leary, Group Manager Planning and Environment



**HINEKURA ROAD RETROSPECTIVE RESOLUTION REPORT**

**Purpose of Report**

To seek Council approval of the retrospective resolution in relation to the Hinekura Road proposal which was presented to Council on 14 July 2022.

**Recommendations**

Officers recommend that the Council:

- 1. Receive the Hinekura Road Retrospective Resolution Report.*
- 2. Approve up to \$100,000 (GST exclusive) capital grant from the Rural Road Reserve to support the creation of a temporary farm track built by private landowners to reconnect the Hinekura community to the road on the Martinborough side.*

**1. Executive Summary**

This replaces Council resolution (DC2022/58 No 4) which was carried at the Council meeting held on 14 July 2022, being: Approve up to \$100,000 (GST inclusive) capital grant from the Rural Road Reserve to support the creation of a temporary farm track built by private landowners to reconnect the Hinekura community to the road on the Martinborough side. (Moved Cr Olds/Seconded Mayor Beijen).

Management mistakenly asked for the \$100,000 grant to be advanced on a GST inclusive basis. This new resolution corrects that error, making the full amount of funding available to the recipient.

Papers related to this resolution (item B3. Recommendations from Assets and Services Committee) and decisions made at the Council meeting held on 14 July 2022 can be found here: <https://swdc.govt.nz/meeting/council-meeting-14-july-2022/>

Contact Officer: Stefan Corbett, Group Manager Partnerships and Operations

Reviewed By: Harry Wilson, Chief Executive

# SOUTH WAIRARAPA DISTRICT COUNCIL

10 AUGUST 2022

## AGENDA ITEM C4

### WELLINGTON WATER 2022-23 PURCHASE ORDER REPORT

#### **Purpose of Report**

To request approval of the purchase order for Wellington Water's management fees, operating programme, and capital programme, for the 2022-23 financial year.

#### **Recommendations**

Officers recommend that the Council:

1. *Receive the Wellington Water 2022-23 Purchase Order Report.*
2. *Note that the purchase order (PO 39251) is within the Annual Plan 2022-23 water budgets approved by Council on 30 June 2022.*
3. *Approve Purchase Order 39251 for Wellington Water, for the amounts of \$311,637 of management fees, \$3,784,090 of Operating Programme, and \$5,325,223 of capital programme, for the 2022-23 financial year.*

#### **1. Background**

The Annual Plan 2022-23 budgets were approved by Council on 30 June 2022. These included the budgets allocated to Wellington Water to provide water supply, wastewater, and stormwater services in partnership with South Wairarapa District Council:

- Management fees of \$311,637
- Operating programme of \$3,784,090
- Capital programme of \$5,325,223

#### **2. Policy**

The Chief Executive's delegated authority for raising a purchase order for budgeted operating and capital expenses is up to \$500,000. Council approval of PO 39251 is required to comply with the Financial Delegations Policy.

Contact Officer: Charly Clarke, Senior Financial Accountant

Reviewed By: Karon Ashforth, Group Manager Finance

**AGENDA ITEM D1**

**DESTINATION WAIRARAPA 2022 GENERAL MANAGER'S  
FINANCIAL REPORT**

**Purpose of Report**

To present the Council with Destination Wairarapa financial updates.

**Recommendations**

Officers recommend that the Council:

- 1. Receive the Destination Wairarapa 2022 General Manager's Financial Report*

**1. Executive Summary**

Please refer to Appendix 1, 2 and 3.

**2. Appendices**

Appendix 1 – Destination Wairarapa Q4 2022 General Manager's Financial Report

Appendix 2 – Destination Wairarapa Q4 General Manager's and Marketing Report  
2022, April 2022 – June 2022

Appendix 3 – Destination Wairarapa Budget Variance, For the year ended 30 June  
2022

Contact Officer: Amanda Bradley, General Manager Policy & Governance

Reviewed By: Harry Wilson, Chief Executive Officer

**Appendix 1 – Destination Wairarapa  
Q4 2022 General Manager’s Financial  
Report**

# Destination Wairarapa

## Q4 2022 General Manager's Financial Report

### Unaudited Financials 30 June 2022

#### Trading Income

YE 30 June revenue shows as being \$8k **under budget** (this figure does not include STAPP funding).

This is predominantly due to:

- Accommodation Commission, Bookit and Travel Sales – all under budget. A change in the Covid Protection Framework setting to red in February, and subsequently soon after the arrival of a peak in Omicron cases resulted in less people travelling.
- Membership – under budget. A portion of our membership are yet to pay their annual membership fees.

#### Other Income

##### STAPP FUNDING

One lump sum of \$400k was deposited into DW's bank account in September 2021, for MBIE contracted work associated with.

- Destination Management Planning
- Capability Building
- Domestic and international Marketing

Please note. Not all contracted activities were completed in the 2020/2021 financial year and so \$142,534 of STAPP funding was added to this financial year.

**Operating Expenses** YE 31 March is \$400k **under budget**. (This figure does include STAPP funding)

This is predominantly due to:

- Timing for STAPP funded projects (corresponding Account Ledgers highlighted in grey in the attached budget variance report) – under budget. It has been very challenging throughout the past two years to accurately forecast when some of these projects will come to fruition, and therefore be invoiced by the supplier for work completed. By the end of the current Calendar Year all but the Project and Training Ledgers - which correspond to a contracted Product Development Manager and Capability Programmes, will be spent.
- Audit Fees – under budget. Still to be included.
- Contract Staff – under budget. PR/Comms contractor resigning at the end of November, and the replacement starting in March 2022.

- Website – under budget. The technology that supports the current DW website becomes obsolete at the end of 2023. The provision of a new website is still in the process of being developed. This under spend will be rolled over to the next financial year in order to complete this very necessary work.

**Net Profit** YE 30 June is \$56k **over budget**. (This figure does not include STAPP funding money of \$336,938)

*The Destination Wairarapa budget includes both BAU activities (as funded by the 3x Councils, Trust House and Membership Fees) and STAPP funded activities (as funded by MBIE)*

*As the initial grant by MBIE was to be a 'one off', existing Account Ledgers have been used for the different STAPP projects. For example, the Consulting and Accounting Account is for work undertaken by TRC Tourism and Colmar Brunton to develop the Destination Management Plan, and the Domestic Marketing Wings Campaign Account is being used for the promotion of any regional event that significantly attracts visitors from outside of the region into the region etc.*

**Appendix 2 – Destination Wairarapa  
Q4 General Manager’s and Marketing  
Report 2022, April 2022 – June 2022**

# Destination Wairarapa Q4 General Manager's and Marketing Report 2022 April 2022 – June 2022

## 2021/2022 Deliverables

### Visitors

The below graph shows the Accommodation Data Programme (ADP) data for Wairarapa until May 2022.



*The purple line on this graph represents the area which Destination Wairarapa (RTO) covers. The x-axis shows the months with available accommodation data, and the y-axis shows the value for the selected accommodation type and measure.*

For all RTOs (of which Destination Wairarapa is one of 31) – except for Auckland, the number of guest nights in May fell. This is most likely a continued effect of Omicron, the arrival of influenza and the impacts of inflation. The anomaly of Auckland could be a combination of the borders slowing opening and MIQ hotels switching back to the leisure/business market.



## Spend

To measure our spend performance when compared to the rest of the country we have until recently used the Monthly Tourism Regional Tourism Estimates (MRTE) report - as produced by MBIE.

The MRTE series has been disrupted by COVID-19, as the methodology for weighting the measured electronic card transaction spend up to the whole of industry spend became unusable.

They have been replaced by an interim measure - the Tourism Electronic Card Transactions.

The TECTs aim to present the measured electronic card transactions (ECT) attributable to tourism but without any attempt to represent the total spend. This method is the best way to provide spend data to the industry while travel is severely affected by COVID-19 border restrictions.

The TECT data is provided by MarketView, who use a base of ECT spending from the Paymark network (approximately 70 per cent of total ECT spend) to estimate total ECT spend.

This estimated total ECT spend is then filtered for tourism spend by visitors in New Zealand. Domestic tourism spend is classified as spend that is more than 40km outside their usual place of residence. This can include a primary and secondary residence (e.g. for home and work). International spend is classified as transactions in New Zealand using overseas bank and credit cards. Holders of these cards can be visitors, or people living and working in New Zealand. Normally, the visitor spend is by far the largest contributor for this category.

The TECTs however are based almost exclusively on physical electronic card transactions, and do not include any other form of spending such as cash, pre-purchases or online spend. This results in the figures in the TECTs being **substantially smaller** than those of in the MRTEs **so the two series should not be directly compared.**

When using TECT data, it is recommended we look at trends and comparison figures instead of dollar amounts.

### YE May 2022 Annual Tourism Estimates by TA

Data Source: Tourism Electronic Card Transactions (TECTs), Ministry of Business, Innovation and Employment

	Masterton District			Carterton District			South Wairarapa District	
Year	Spend	Year	Spend	Year	Spend			
2019	\$81m	2019	\$10m	2019	\$45m			
2020	\$75m	2020	\$10m	2020	\$43m			
2021	\$89m	2021	\$12m	2021	\$59m			
2022	\$95m	2022	\$12m	2022	\$56m			
Grand Total	\$340m	Grand Total	\$44m	Grand Total	\$202m			

## May 2022 Annual Tourism Estimates by RTO

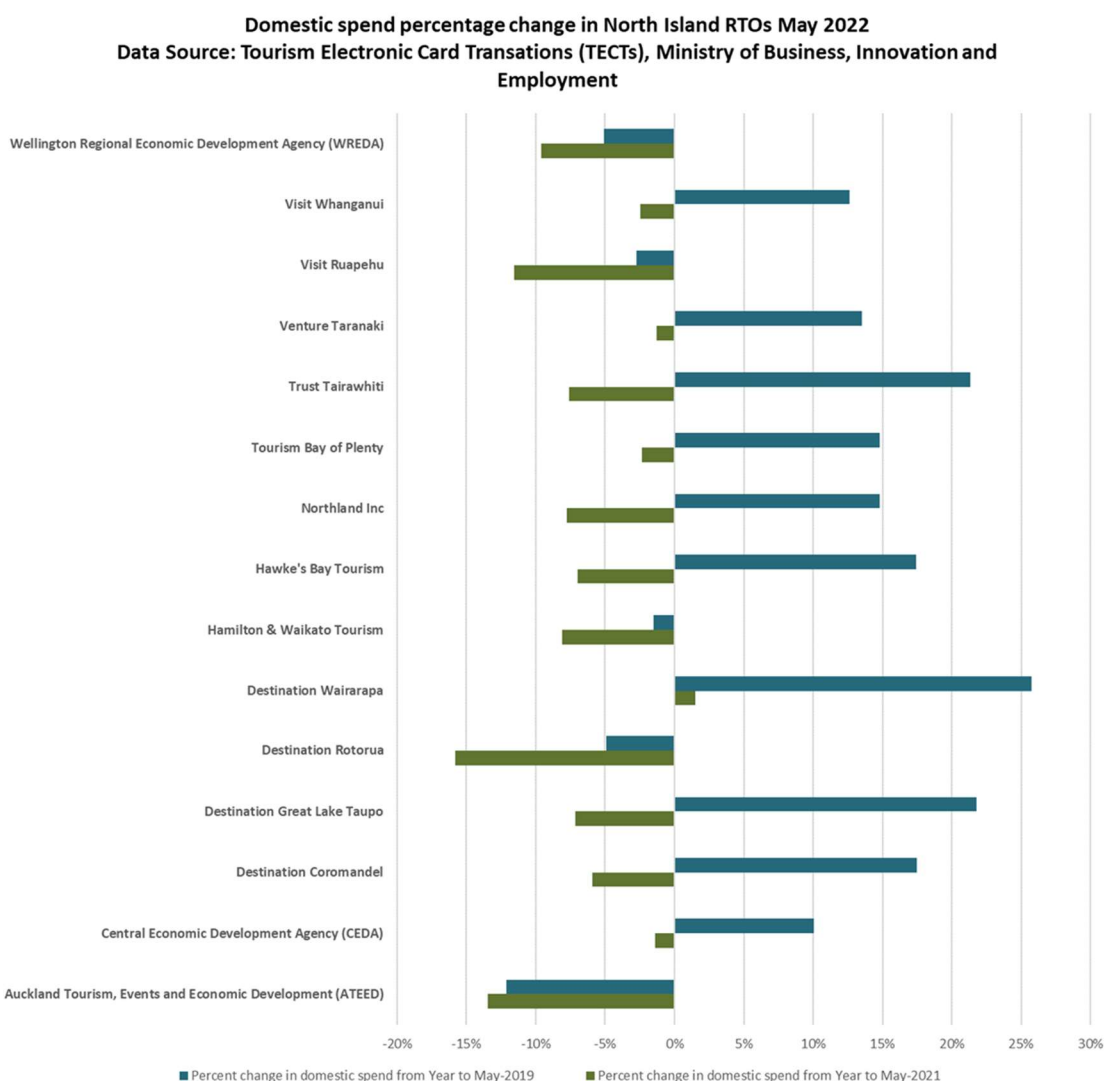
Data Source: Tourism Electronic Card Transactions (TECTs), Ministry of Business, Innovation and Employment

In the month of May 2022 domestic tourism spend declined for the Wairarapa when compared to May 2021.

Annual domestic spend in the year ended May 2022 for the Wairarapa was still up 2% on year to May 2021.

Nationwide, almost all regions experienced a fall in domestic TECT spend in the year ended May 2022, compared with the previous year. Auckland saw the largest fall at 13%, likely due to experiencing more restrictions on movement than the rest of the country at points in the year.

Overall, Destination Wairarapa still manages to outperform many other RTO's in percentage spend growth figures – despite ongoing issues related to the pandemic. The below graph shows figures for the year to May 22.



Please note: this graph only shows domestic spend, YE May there was an additional 6m spend in the Wairarapa by international visitors (predominantly visiting friends and relatives) to the region.

## **STAPP Funding**

The Strategic Tourism Assets Protection Programme contract with the Govt. requires Destination Wairarapa to deliver outcomes under 3 headings

1. Destination Management Plan Development
2. Capability Building
3. Marketing (Domestic – but not local)

Destination Wairarapa's contract with MBIE was varied during the previous quarter to allow the organisation further time to deliver on the outcomes.

The existence of this funding has allowed Destination Wairarapa to undertake some activity that has not been affordable previously.

### ***1. Destination Management Plan***

The Wairarapa Destination Management Plan has been received and endorsed by all 3 of the Wairarapa Councils. It is now truly a plan for the sustainable growth of tourism in the region - as aspired to by the Wairarapa community.

### ***2. Product Development and Capability Building***

As identified in the Wairarapa Destination Management Plan under Strategic Imperative 2- ENHANCE THE BEACON – Empowering Destination Development, work has begun on 2 key identified actions.

#### 2.1 Develop experiences that support the positioning of the region.

Martin Jenkins Consultancy completed a funding application for Dark Skies support to build on the work already completed by the councils to apply for international dark skies accreditation, and work towards achieving some of the outcomes in the JMG Dark Skies Reserve Economic Study commissioned by WEDS in 2019. This application was submitted to the Greater Wellington Regional Economic Development Investment steering committee and has since been acknowledged – along with the 5 Towns Trails project, as a project of significance for the region.

#### 2.2 Work with iwi to determine tourism aspirations and provide support in the development of experiences

Kylie Ruwhiu- Karawana from TRC Tourism has been re-engaged to develop a Wairarapa Maori Tourism Strategy and Implementation Plan. Kylie has met with a number of Wairarapa Maori

whom have aspirations in tourism to help with the development of a strategy and plan for the region.

### 2.3 Develop a strategic approach for events that will invite investment and assist in positioning the region

The scoping of this project has begun.

### 2.4 Develop the capability of new and existing operators in the region

Utilising STAPP funding a Product Development Manager has been contracted for 12 months to develop experiences that support the positioning of the region and develop the capability of new and existing operators in the region. Chrissy Cummings - A key executive in the Wellington hotel industry over the past 15 years, has a wealth of tourism experience. Her most recent role was Director of Sales and Marketing for Accor, based at Sofitel in Wellington.

## **3. Marketing**

This period covered Easter, the School holidays and Autumn, and a handful of events remaining unaffected by Covid levels.

### **Events**

We supported and promoted the following through our channels.

Matariki – we hubbed up events and celebrations being held that weekend on our website. Stonehenge’s event sold out. We got good media pick up and coverage for a new Matariki chocolate developed by Schoc Chocolate.

Booktown - despite shocking weather, it was a very successful event.

Mangatainoka Motors - drawing large crowds.

A comment regarding the new Matariki weekend – while the region was busy, we did not see (based on feedback from hospo and retailers) the lift we’d normally see on a long holiday weekend. Wellington (with harbour Fireworks and a rich line up of Matariki events itself) provided our normally very active long weekend market many reasons to stay put.

As events are ‘turned back on’ we’ve also been working with events coming up in the future as event managers get planning: some major events also have new management:

- Pukaha Garden Tour
- Wai Wines Harvest Festival
- Wings Over Wairarapa
- Toast Martinborough

### **Products we supported and advised**

- Star Safari
- Greytown Honey
- Kaituna River Cottages
- E-Bike hire Blackwell and Sons
- Martinborough Brewery

## Tourism NZ Winter campaign

We drove the development of this offer and secured it as a featured deal in the big funded TNZ Winter domestic campaign– a first for the region.

5:45 • 62% battery

← 100% Pure New Zealand 🔍

**100% Pure New Zealand** ✓  
10 May · 🌐

Winter in Martinborough - hot! 2 nights in cosy cottages at Parehua Resort. Complimentary bottle of wine & 2 breakfast's.  
T&Cs Apply.

**Parehua Resort Martinborough**  
WAIRARAPA

newzealand.com **Book now**

**From \$435 per couple for 2 nights.**

👍 Like    💬 Comment    ➦ Share

👤 You, Claire Lynch and 57 others

The offer was also featured in TNZ's huge email blast:

<https://elink.clickdimensions.com/m/1/77642594/02-b22145-edc5c1ddd13a40d2943bb33f0d190a3d/1/46/d1a5aae3-153b-4af6-9664-8e5e1ab31cde>

We will get full reporting at the end of the campaign, but Parehua advise it has driven lots of 2-night midweek bookings – fantastic! We would like to get more local operators actively using this hugely important and profitable channel.

## Digital Reach Campaign with Tomahawk Management

We rolled out the second tranche of our content programme on social channels.

As at the end of May our ads (a variety of content style and images with a focus on Autumn had:

- Reached 276,825 people across both Facebook & Instagram platforms.
- The ad sets had a Frequency has an average of 2.42 per user. Anything below 5 is great.
- Across all ads there have been 1,755 Reactions, 37 Post Saves, 73 Post Shares and 84 Comments.

This is a fantastic result - our goal here is to reach our core markets, being lower half of the North Island. Those key visitor groups of Wellington, Manawatu, Whanganui, Hawke's Bay – these are our backbone markets and reaching more of them online through this programme is essential to our goal to grow awareness of the region.

### Easter – we're taking off.

Our major activity during his time was all about optics - confidence and leadership. Exemplified by the 'wrap' around on the Dompost in the lead up to Easter.







**It's always a treat when you can escape into the Tararua Ranges.** Take your pick of walks from Mt Holdsworth, there are multi-day tramps or short day walks like the Rocky Lookout trail where you're rewarded with spectacular views back over the valley.

**Most things you can do in the region are within 100km of Masterton.** Ride the miniature train, hit the lake on the pedal boats, cross the iconic swing bridge to a BBQ shack and don't miss the new Skatepark. Across the road the fun continues at Aratai Museum, Confort Gallery and the Trust House Recreation Centre pools.

**Wairarapa Balloon Festival**  
**14-18 April**  
 Thursday 14 to Monday 18 April, over Easter weekend.  
 This magical five-day festival is fun for the whole family, with balloons filling the Wairarapa skies during the school holidays – all completely free of charge! Pack a picnic filled with local treats and head outside to spot the balloons overhead in our big skies. Each morning balloons take off from a different town:  
 Thursday 14 April – Masterton  
 Good Friday 15 April – Carterton  
 Saturday 16 April – Greytown  
 Sunday 17th April – Martinborough  
 Easter Monday 18th April – Farewell Flight from a mystery location  
 Find out more: [www.maballoons.co.nz](http://www.maballoons.co.nz)

**Check out the new Masterton Skatepark**  
 Drop in on this all new skatepark! The skatepark is a hit with young & experienced skaters. From a flow bowl, main platform with street skating features, outer loop with pump style elements and that's just the beginning! Come and check it out.

**Martinborough vineyards**  
 Wairarapa villages are full of hidden gems, from boutiques to pretty parks. Close together but utterly unique, they're bursting with character and small enough to explore on foot or by bike. Cycle the vines in Martinborough and enjoy a vineyard lunch and wine tastings as you go.

**Greytown Honey, take a Beekeeper Tour**  
 Wairarapa is full of gourmet delights and fanatical foodies. Hands-on growers, makers, and bakers are masters of their craft. Greytown Honey is a fifth-generation family business and is the perfect addition to your foodie Wairarapa trip. Stop in at their Honey Stables or better yet, take a beekeeping tour to learn how the golden goodness is created – it's perfect for all ages.

**Wairarapa Coast**  
 Shake off the city and refresh your senses! Wairarapa's a wee bit wild with its rugged coastline from Castlepoint, south down to Cape Palliser.

**National Tweed Ride, Greytown**  
**16 April**  
 See participants cycle around beautiful Greytown Village in their finest tweed attire. Cheer the pedalling 'tweeders' along on Greytown's tree-lined streets. Then pop into the village for a spot of shopping. Greytown has it all – fashion, homeware, quirky antique stores, art shops and bric-a-brac, along with a top selection of cafes and restaurants.  
 Find out more & see the starting spots here: [www.blackwellandsons.nz](http://www.blackwellandsons.nz)

**Eats & Drinks in the Wairarapa**  
 Wairarapa is a region full of character, where country tradition meets world-class food and wine. Crafted by hands-on, passionate producers, ideas and efforts lead to delicious outcomes, with something new to discover at every table.

This artwork was repurposed and used across all our channels. It was also provided to operators for their own activity and for guests when they checked in at their accommodation during the Easter break/school holidays. While there was actually not much on due to Level

Red (the Tweed Ride and Balloons - but not the big public event for Balloons) still in place right up until the beginning of Easter, we managed to make a compelling case for visitation. Balloons of course provide great visual content:



The image shows a Facebook post from the page 'Wairarapa'. The post is published by Sara Marie on March 18. The text of the post reads: 'The much-loved Wairarapa Balloon Festival is back for 2022! This magical five day festival is fun for the whole family, with balloons filling our Wairarapa skies from Thursday 14 - Monday 18 April, over Easter weekend. Each morning balloons will take off from a different Wairarapa town, including Masterton, Carterton, Greytown and Martinborough, wrapping up with a mystery location on Easter Monday.... See more'. Below the text is a photograph of two large, colorful hot air balloons (one red and blue, the other purple and orange) floating over a residential town. At the bottom of the post, there is a link to 'Wairarapanz.com' for the 'Wairarapa Balloon Festival 2022', a 'Learn more' button, and engagement statistics: 32,821 People reached and 4,935 Engagements, with a 'Boost again' button.

**Wairarapa**  
Published by Sara Marie · March 18

The much-loved **Wairarapa Balloon Festival** is back for 2022!  
This magical five day festival is fun for the whole family, with balloons filling our Wairarapa skies from Thursday 14 - Monday 18 April, over Easter weekend.

Each morning balloons will take off from a different Wairarapa town, including Masterton, Carterton, Greytown and Martinborough, wrapping up with a mystery location on Easter Monday.... **See more**



WAIARAPANZ.COM  
**Wairarapa Balloon Festival 2022** **Learn more**

32,821 People reached      4,935 Engagements      **Boost again**

We produced a promo video for the Balloon Festival – taking into account the public events we could focus on <https://wairarapanz.com/see-and-do/wairarapa-balloon-festival>

We partnered with NZMCA (New Zealand Motor Caravan Association) for a ticket giveaway for the National Tweed Ride. They did a great promo – feedback from winner is below:

“Thank you so much for all the trouble you went to, to make sure that we got the appropriate tickets and vouchers after the gift was offered to my husband and I. You really made our first visit to the Wairarapa so rewarding. We have also learnt that there is much more to see on our next visit.”



## 2022 Marketing Plan

The 2022 Marketing Plan was presented to DW Members, using a Zoom session to do so.

### Stakeholder Comms

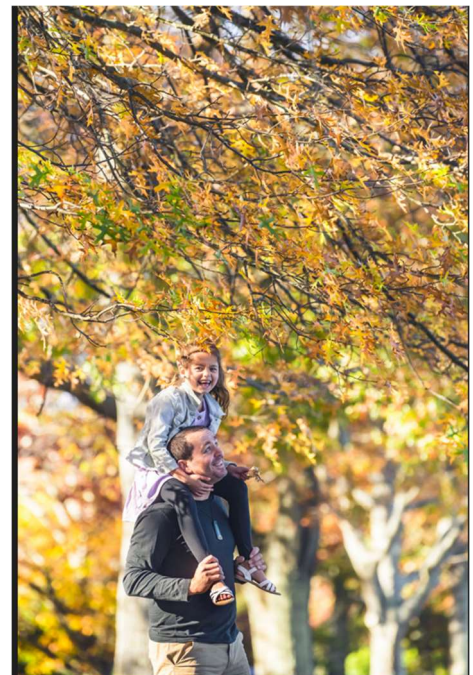
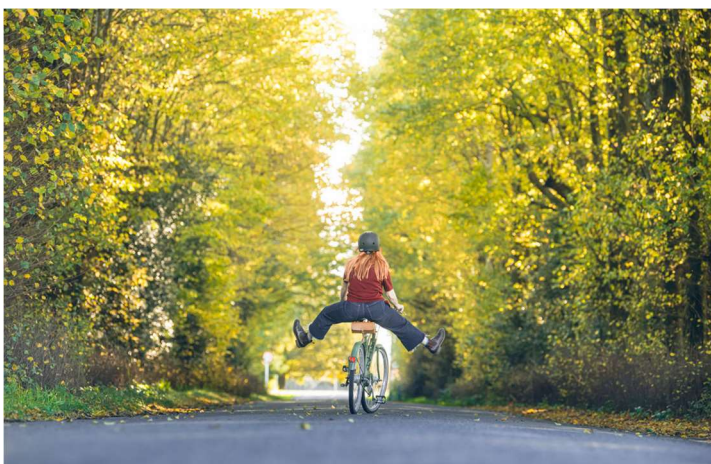
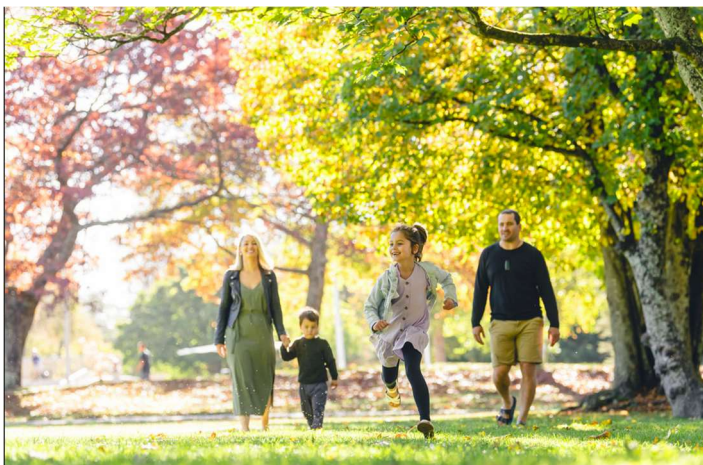
We have developed a Stakeholder Communications plan which is being very ably delivered by Sara Renall.

Sara and Barb met with the SWDC and MDC communications teams and are working more closely with them, providing content for sharing, imagery, and information.

A meeting with CDC was scheduled but was postponed to a date that is yet to be determined.

### Imagery

Utilising STAPP funding we are continuing with our programme of capturing new imagery and video. A shoot planned and scheduled for Martinborough was disrupted twice by poor weather unfortunately. We hope to reschedule that shoot for Spring. Claire is doing a wonderful job in this space and the quality of images is top notch. Capturing autumn images (which we lack) was a real focus with these among those created:



Greytown Hoeny – as one of our passionate producers (1 of our 4 Marketing Pillars as per the Wairarapa Destination Management Plan)



### Website development

At the end of 2023 the technology that is used to create our [www.WairarapaNZ.com](http://www.WairarapaNZ.com) website will no longer be supported because it has become obsolete. As the website is a hugely important marketing tool for the region, we need to plan for the development and seamless change over from the current site to a new one before this happens.

To date we have completed a thorough analysis of our current website. To review the site, we worked with Tomahawk agency - tourism websites specialists.



We now have a strong understanding of the audience coming to our site; demographics, interests, device, and location of the users, how they move around the site and consume our content.

We know where our site's traffic is coming from and what content resonates with the users.

We are currently exploring gaps in our existing site and incorporating this with new technology and tools applicable to our requirements.

We are thoroughly researching and taking the time to ensure we are using the latest technology and integrations to guarantee our final site is the best it can be.

We have also identified other New Zealand RTOs which we are speaking to in regard to tools and various website platform options to fully understand what is available and how it works in real time. It is a real bonus to be able to collaborate and take learnings from other RTOs who have been through this process and are willing to share learnings.

There are still multiple stages to work through to develop a comprehensive final brief.

We are aiming to have the site completed by March 2023

## Media results

W hosted Jo Bates, a freelancer writing about the CNZWT (Classic New Zealand Wine Trail – a touring route from Hawkes Bay through Wairarapa and Wellington and finishing in the Marlborough wine region) for the Australian Financial Review.

We also developed an itinerary for and hosted Kelli Brett – Editor and Owner of Cuisine magazine. Her visit was rich, intensive and diverse with many of our operators and producers included. Result BELOW was top quality in a highly regarded publication. (Just some spreads shown here)



**WARNING!**  
Wharekauhau Lodge has one extreme element of danger: In your room you will find a jar of Mrs Eglington's shortbread (pictured below). In the 1930s, the would have these for afternoon 'snacks' for the farmhands who were working the land. I'm not sure if anyone has ever documented the danger of being alone in a room with a jar of shortbread that is this good. You can find the recipe at [cuisine.co.nz](http://cuisine.co.nz) – although, it's probably not a good idea. [wharekauhau.co.nz](http://wharekauhau.co.nz)

**ABOVE LEFT TO RIGHT:** Lunch at May Hall, Helen Meehan of Ohau, interior of Karahai Wine Bar & Eatery

**BELOW:** Mrs Eglington's shortbread



**THE BIG FINISH**  
A perfect way to round out your gourmet weekend would be to make the gorgeous 40-minute drive from Wharekauhau Lodge through to Martinborough, where you will find more than 20 premium wineries within biking distance of the village square. Cycling the vines is a tremendous way to sample the region's best drops, or you might choose to let someone else plan your itinerary and take a half- or full-day guided tour with Martinborough Wine Tours. [martinboroughwinetours.co.nz](http://martinboroughwinetours.co.nz)

A gourmet approach to a day in Martinborough should include an exploration of the village square and a visit to these three spectacular tastes of local flavour. Please note that booking ahead is advised. At May Hall you can taste homegrown pinot noir, syrah, pinot gris, viognier and sauvignon blanc wines from a little Scottish longhouse – owned and operated by Carolyn and Philip McArthur – where a view of the surrounding vineyard is an absolute delight. Lunch is relaxed, with a small and thoughtful menu that changes often, but if it is on, you must order the homemade gorgonzola and sage gnocchi. You will thank me for it, my hall.  
After lunch head to Olive on Hinekuara Road, where Helen and John Meehan are creating top-quality artisan olive oil in the oldest commercial olive grove in the Wairarapa. Helen gives tree-to-table tours and will take you through a tasting of her vibrant flavours. Make sure you grab a bottle of their now legendary porcini-infused

**GOURMET TOURISM IS A THING AND NEW ZEALAND IS STEPPING UP TO BECOME A SERIOUS PLAYER WITHIN THIS DELICIOUSLY NICHE STYLE OF TRAVEL.**

olive oil – it's superb on risottos, pasta or anything to do with eggs. [oliveoil.co.nz](http://oliveoil.co.nz)  
For dinner I suggest Karahai Wine Bar & Eatery, located in the historical old bank on Memorial Square, where you can experience the considerable talents of chef David Napier and an interesting selection of wines. The team is slick and offers superb hospitality. The house-made Aubergine tortellini with Sichuan dressing alone is worth the drive... from anywhere. [karahai.co.nz](http://karahai.co.nz)

Kelli travelled to the Wairarapa courtesy of [tourismnewzealand.com](http://tourismnewzealand.com) and [wairarapa.com](http://wairarapa.com) For a constantly updated list of Wairarapa cellar doors and opening hours, go to [wairarapa.co.nz](http://wairarapa.co.nz).



# WAIRARAPA

## TASTE TEST

Cuisine editor **Kelli Brett** gives you 10 top Wairarapa destinations for food-lovers.

**B**usiness seems to be booming in this region of stunning coastlines, wide lush valleys and charming little towns, with far too many foodie finds for you to cram into just one day. Plan to spend at least a couple here, and graze your way through some brilliant examples of pure New Zealand flavour with a wickedly delicious Wairarapa twist.

It is true that I would travel a helluva long way for a great grilled cheese sandwich, and it is always with a sigh of relief that I reach the tail end of that drive through the Remutaka Pass and

most serious cheesy-scone fanatic. Take a cheese flight and taste your way through Paul Broughton's top picks from his outstanding speciality cheese selection, and ensure that you try his own house cheese from the Remutaka Pass Creamery range, made with organic milk from a local dairy Te Pare. Shop up big at this inspiring deli and cheese counter. Paul says it's the land of cheese and honey, made from the stuff that only the sweetest cheese dreams are made of. Who am I to disagree? **19 Fitzherbert St, Featherston. [cesteheese.co.nz](http://cesteheese.co.nz)**

Nick Rogers – there is so much to love about this iconic hotel. It would be rude not to grab a drink and a snack at **The Gastro Pub**, but make sure you leave room in your itinerary for a meal in **The Captain's Dining Room**, where head chef Tom Monk showcases first-rate examples of the best ingredients the region has to offer. His beef tartare bruschetta with cured egg yolk, black garlic aioli and Olivo olive oil is exceptional. **109 Main St, Greytown, [thewhiteswanhotel.co.nz](http://thewhiteswanhotel.co.nz)**  
Newly opened **Aperitif Wine Bar**



### GRAZE YOUR WAY THROUGH SOME BRILLIANT EXAMPLES OF PURE NEW ZEALAND FLAVOUR WITH A DELICIOUS WAIRARAPA TWIST.

Paul and Ely Ansell are making all of the right moves, with their fresh views on bins, small plates and sweet treats that morph into a late-night menu from 8.30pm. With a fully stocked wine shop next door, you'll be in for their pick of some of the best in the region. **101 Main St, Greytown, [aperitif.co.nz](http://aperitif.co.nz)**  
If you've ever wanted to immerse yourself in the fascinating world of bees and get a handle on the true value of your jar of honey, then a trip to Greytown Honey to meet fifth-generation beekeepers Karly and Alex Polashek needs to be on your list. Book ahead and taste their mānuka, wildflower, kīmahi, native and clover honey, and while you are there jump into a bee suit and let them show you what it takes to work up close and personal with a hive of bees. I guarantee you that once you conquer your fears you will know this magical experience with eternal respect and value for both the hardworking bees and their dedicated and passionate beekeepers. You'll even get to make your own jar of honey! Just don't forget to take a thick pair of socks... Hit their fantastic shop on the way out. Who knew that you could make so many useful things from bee-related ingredients? **58 Mona Rd, Taaherehika, [greytownhoney.co.nz](http://greytownhoney.co.nz)**  
Schoc Chocolates is simply a must. It's a destination in itself not only for

the handmade, gourmet chocolates, but also for the self-exploration you will undoubtedly experience as you search through over 60 flavours – in the chocolate tablet range alone – for your perfect match. Owner and chocolatier Murray Lougham is an ex-chef, restaurateur and qualified culinary judge who is also a therapist, counsellor, facilitator and author. Through it all, he believes that the creations within his tiny chocolate-filled turn-of-the-century cottage will give you a much deeper understanding of your inner self. **177 Main St, Greytown, [schoc.co.nz](http://schoc.co.nz)**

I think it's fair to say that Sarah Webster and Kirsten Berry at Finom Kitchen are pretty (ummm) phenomenal, and so is the offering at their café in Carterton. If you are looking for meat, you won't find any on this menu – but you won't miss it either. With Kirsten in charge of savouries and Sarah overseeing the sweets, their focus is on creating moments of connection through food, and this they do with such natural ability that you will be drawn into every delicious nook and cranny of their meticulously curated and welcoming space. The vibrant stuffed spinach roulade will catch your eye, the mushroom and cashew roll is sensational, and the exquisite cakes and coffee will give you more than good reason to linger. **52 High St North, Carterton, [finom.co.nz](http://finom.co.nz)**

To pack in an extra-special treat, head north from Masterton to Opaki to meet winemakers Nicky and Brian Geary and their daughter Orlaith at Le Gos vineyard and winery. It's a small, super-casual family-run operation, where Nicky makes the wine along with spectacular platters filled with so much homemade and locally sourced goodness that I would have made a complete day of it if I could. You might even do just that and book into their bed and breakfast. I swear you can taste the love in their small, boutique wine collection. Keep an eye out for the 2019 pinot noir, with its toasty apple and quince flavours; the 2018 vintage was so popular it was almost over before it had a chance to begin. **42 Longline RD 1, Masterton, [lepos.co.nz](http://lepos.co.nz)**

Perhaps you've spent the day cycling among the vines in Martinborough and are on the lookout for a good dinner after all of that exertion. There are a couple of outstanding chefs producing food that you simply must not miss.

One is Adam Newell at Union Square Bistro & Bar, with his comforting and slick take on a French-style bistro and country pub. The other is Hayden Gibbs at Mesita, who has a cool and inspired menu that changes weekly and delivers 80% on Latin American flavours. Here are two very different offerings from two very talented chefs. If I were you, I'd stay overnight at the beautiful old Martinborough Hotel and eat at both places. **10-12 Memorial Square, Martinborough, [unionsquare.co.nz](http://unionsquare.co.nz), [martinboroughhotel.co.nz](http://martinboroughhotel.co.nz)**  
**14C Ohio St, Martinborough, [mesita.net](http://mesita.net)**

Kelli travelled to the Wairarapa courtesy of [tourismnewzealand.com](http://tourismnewzealand.com) and [wairarapanz.com](http://wairarapanz.com) For a constantly updated list of Wairarapa cellar doors and opening hours, go to [wairarapanz.com](http://wairarapanz.com).



**FACT BOX**  
If you're in the area and you have plenty of time, don't miss out on these:  
Cycle chevies in Martinborough with Green Jersey, stopping to taste whatever and whatever takes your fancy. [greenjersey.co.nz](http://greenjersey.co.nz)  
Stop at Mrs Blackwell's Village Bookshop and peruse her spectacular collection. [mrsblackwell.com](http://mrsblackwell.com)  
Head to the artist's hub in the Masterton Arts Quarter. Don't miss the Arato Wairarapa Museum of Art and History. [wairarapa.co.nz](http://wairarapa.co.nz)

Plenty of great results in this period....

Kia Ora (April) Magazine Classic New Zealand Wine Trail story by Sharon Stephenson

The Herald – What’s New in Martinborough

<https://www.nzherald.co.nz/travel/whats-new-in-martinborough-wairarapa/VSFY7OT3WDT7Z2KNL4Y5VRYJTU/>

Feature on Wellington’s Best Skateparks

[https://www.wellingtonnz.com/experience/see-and-do/wellingtons-best-skateparks/?fbclid=IwAR1yOkw9tJ9btthz5X8VSjw4U-aTSkyZC6X\\_aL1YgtI4QazApTN1eCmhzoe](https://www.wellingtonnz.com/experience/see-and-do/wellingtons-best-skateparks/?fbclid=IwAR1yOkw9tJ9btthz5X8VSjw4U-aTSkyZC6X_aL1YgtI4QazApTN1eCmhzoe)

STUFF Go to Guide – major Tourism NZ funded piece of campaign work about Wellington and the Wairarapa

<https://interactives.stuff.co.nz/travel/wellington-wairarapa-go-to-guide/>



Subsets of this have rolled out all over STUFF e.g.

<https://i.stuff.co.nz/travel/destinations/nz/wellington/300477877/room-review-why-the-martinborough-hotel-is-still-one-of-the-finest-in-new-zealand>

<https://www.stuff.co.nz/travel/destinations/nz/wellington/300580244/cheap-thrills-the-train-ride-that-costs-just-1-a-ticket>

<https://www.stuff.co.nz/travel/destinations/nz/wellington/300491995/the-best-foodie-experiences-in-the-wairarapa>

Worked with new visual content producer (Local Focus Reporter) at the Times Age for video such as this:

<https://www.nzherald.co.nz/nz/local-focus-feed-the-need-for-tweed/6C5SKRWW4CCFPFRL5L7N76AS6A/>



## Travel Trade

With borders fully open by the 31<sup>st</sup> July, this period saw trade activity ramp up hugely.

Travel trade events we have not been able to attend for two years were back.

Barb worked very closely with DW platinum partners to revisit their trade products and presence and attended the following events on behalf of them and the region.

Trenz Connect for Western Markets and Australia - a virtual online event

Market Insights Sydney – a key event each year with face to face trade meetings. This year the event was also attended by the Minister Stuart Nash.



RTNZ Inbound Trade Days in Auckland – face to face with trade and key TNZ personnel.

Anna Nielson – General Manager  
July 2022

**Appendix 3 – Destination Wairarapa  
Budget Variance, For the year ended  
30 June 2022**

# Budget Variance

Destination Wairarapa Inc.

For the year ended 30 June 2022

Account	2022	2022 Overall Budget	Variance	Variance %	
<b>Trading Income</b>					
Retail Sales	3,359	3,600	(241)	-7%	
Accommodation Commission	2,357	3,578	(1,221)	-34%	
Bookit	2,519	4,908	(2,389)	-49%	
Donation - Trust House	150,000	150,000	0	0%	
Grants - CDC	55,968	55,968	0	0%	
Grants - MDC	282,914	282,916	(2)	0%	
Grants - SWDC	131,950	131,952	(2)	0%	
Interest Received	322	310	12	4%	
Less Cost of Sales	(1,533)	(2,327)	794	34%	
Membership	51,732	60,000	(8,268)	-14%	
Other Revenue	42,904	37,608	5,296	14%	
Ticket Commission	490	1,071	(581)	-54%	
Tourism Products	816	1,073	(257)	-24%	
Travel Sales	3,817	6,092	(2,275)	-37%	
Wairarapa Visitor Guide	30,884	30,078	806	3%	
<b>Total Trading Income</b>	<b>758,498</b>	<b>766,827</b>	<b>(8,329)</b>	<b>-1%</b>	
<b>Gross Profit</b>	<b>758,498</b>	<b>766,827</b>	<b>(8,329)</b>	<b>-1%</b>	
<b>Other Income</b>					
Covid-19 Wage Subsidy	1,800	0	1,800	0%	
STAPP Funding	542,534	542,534	0	0%	STAPP
<b>Total Other Income</b>	<b>544,334</b>	<b>542,534</b>	<b>1,800</b>	<b>0%</b>	
<b>Operating Expenses</b>					
Advertising	550	500	50	10%	
ACC Levies	1,045	1,100	(55)	-5%	
Accounting Fees	9,900	11,880	(1,980)	-17%	
Audit Fees	0	8,300	(8,300)	-100%	
Bank Fees - ANZ	362	300	62	21%	
Board Fees	23,610	24,000	(390)	-2%	
Business Events Marketing	126	6,566	(6,440)	-98%	STAPP
Cleaning	0	200	(200)	-100%	
CNZWT Marketing	2,765	2,500	265	11%	
Consulting & Accounting	32,656	33,654	(998)	-3%	STAPP
Contract staff	51,951	60,000	(8,049)	-13%	
Corporate Repositing & Branding	700	0	700	0%	
Distribution	8,175	8,760	(585)	-7%	
Domestic Marketing	41,500	70,000	(28,500)	-41%	STAPP
Domestic Marketing Email Distribution	6,473	6,000	473	8%	
Domestic Marketing Facebook	25,727	25,500	227	1%	
Domestic Marketing Wings Campaign	4,725	65,000	(60,275)	-93%	STAPP
Electricity Corporate	1,621	2,500	(879)	-35%	
Entertainment	394	500	(106)	-21%	
Entertainment - Non deductible	453	500	(47)	-9%	
Equipment Rental	1,089	1,092	(3)	0%	
Fringe Benefit Tax	4,624	6,164	(1,540)	-25%	
General Expenses	1,377	2,400	(1,023)	-43%	
Imagery	7,175	30,000	(22,825)	-76%	STAPP
Information Technology	5,049	4,800	249	5%	
Insurance	5,015	5,124	(109)	-2%	
Interest Expense	130	540	(410)	-76%	
International Marketing Alliance	0	40,000	(40,000)	-100%	STAPP
Kitchen Supplies Corporate	15	240	(225)	-94%	
Kitchen Supplies i-SITES	209	240	(31)	-13%	
KiwiSaver Employer Contributions	11,126	12,630	(1,504)	-12%	
Marketing Projects	34,120	40,000	(5,880)	-15%	STAPP
Media Hosting	4,076	4,500	(424)	-9%	
Membership Expenses	1,592	800	792	99%	
Merchant & BNZ Bank Fees	800	1,910	(1,110)	-58%	



Office Supplies & Photocopying Corporate	4,540	6,000	(1,460)	-24%	
Office Supplies i-SITES	908	1,700	(792)	-47%	
Personnel incl. Training Corporate	14,608	26,000	(11,392)	-44%	STAPP
Photocopier i-SITES	1,529	1,800	(271)	-15%	
POS i-SITES	2,354	2,568	(214)	-8%	
Project	70,394	193,450	(123,056)	-64%	STAPP
Relationship Marketing	847	1,200	(353)	-29%	
Rent & Rates Corporate	25,614	27,312	(1,698)	-6%	
Rent & Rates i-SITES	5,365	5,352	13	0%	
Repairs & Maintenance (2210)	2,401	2,500	(99)	-4%	
Salaries - Holiday Pay	2,822	1,220	1,602	131%	
Salaries Corporate	265,323	260,000	5,323	2%	
Subscriptions & Membership	8,066	9,500	(1,434)	-15%	
Telecom incl Mobiles Corporate	4,202	6,000	(1,798)	-30%	
Telecom i-SITES	1,666	2,400	(734)	-31%	
Trade Events & Training	1,470	0	1,470	0%	
Trade Famils	72	0	72	0%	
Training & Recruitment (2625)	2,428	40,000	(37,572)	-94%	STAPP
Travel & Transport	2,722	4,000	(1,278)	-32%	
Vehicle Leases	104	108	(4)	-3%	
Vehicle Operating Costs	13,048	12,000	1,048	9%	
Visitor Guide	16,074	16,000	74	0%	
Wages - Holiday Pay	505	(6,151)	6,656	108%	
Wages i-SITES	158,390	161,000	(2,610)	-2%	
Website	14,947	57,200	(42,253)	-74%	
<b>Total Operating Expenses</b>	<b>909,531</b>	<b>1,309,359</b>	<b>(399,828)</b>	<b>-31%</b>	
<b>Net Profit</b>	<b>393,302</b>	<b>2</b>	<b>393,300</b>	<b>19664982%</b>	

# SOUTH WAIRARAPA DISTRICT COUNCIL

10 AUGUST 2022

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## AGENDA ITEM D2

### ACTION ITEMS REPORT

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#### **Purpose of Report**

To present the Council with updates on actions and resolutions.

#### **Recommendations**

Officers recommend that the Council:

1. *Receive the District Council Action Items Report.*

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

Action items from recent meetings are presented to Council for information. The Chair may ask the Chief Executive for comment and all members may ask the Chief Executive for clarification and information through the Chair.

If the action has been completed between meetings it will be shown as 'actioned' for one meeting and then will remain in a master register but no longer reported on. Procedural resolutions are not reported on.

#### **2. Appendices**

Appendix 1 – Action Items to 10 August 2022

Contact Officer: Amy Andersen, Committee Advisor

Reviewed By: Harry Wilson, Chief Executive Officer

# **Appendix 1 – Action Items to 10 August 2022**

Number	Raised Date	Responsible Manager	Action or Task details	Open	Notes
739	10-Feb-21	R O'Leary	<p>COUNCIL RESOLVED (DC2021/07):</p> <ol style="list-style-type: none"> <li>To receive the Recommendations from Planning and Regulatory Committee Report. (Moved Cr Fox/Seconded Cr Hay) Carried</li> <li>To endorse the methodology used to establish the value of a 7000m2 section of legal, unformed road reserve (part of Hickson Street) contained within the property at 185 Boundary Road, Featherston.</li> <li>To agree to sell and transfer that section of road to the owner of 185 Boundary Road, Featherston for the price of \$53,550 and all other costs relating to the stopping of the road, sale, and transfer to be met by the purchaser.</li> <li>To stop that section of road in accordance with Section 342 and Schedule 10 of the Local Government Act 1974. (Moved Cr West/Seconded Cr Vickery) Carried</li> </ol>	Open	<p>31/3/21: Council decision presented to owner for consideration.</p> <p>12/11/21: Officers to check in with owners on their intention.</p> <p>29/03/2022: Still progressing in terms of payment considerations by purchaser.</p> <p>06/04/22: Officers to make contact with owners.</p> <p>11/05/22: Officers awaiting response from the owners. Email sent 05/05/22.</p> <p>20/06/22: No new updates.</p> <p>30/06/22: Officer update at DC meeting - contact made with resident via letters, meetings, emails. Members requested further contact giving a timeframe for response and the proposal of a payment plan.</p> <p>8/07/22: Further payment request has been sent to owner seeking payment for the subject portion of land; legal advice is being requested should there be no response from the owner.</p>
420	15-Sep-21	S Corbett	<p>Provide reporting on roading asset management planning, particularly around heavy vehicle use (e.g. logging trucks) on smaller rural roads; info is to be directed into ratings review.</p>	Open	<p>28/03/22: Need to revisit and request clarification on what is required and why this information is being sought to produce the information required.</p> <p>11/05/22: Officers request clarification on what is required and why this information is being sought to produce the information required. Council requested to provide more specifics.</p> <p>18/05/22: Members clarified required info at meeting re: forestry, logging trucks and impacts on rural roads, e.g. safety, future costs. GWRC to give more info, David Boone has been contacted. NZTA may also provide further info on road safety.</p> <p>20/06/22: No new updates.</p> <p>01/08/22: No new updates.</p>

Number	Raised Date	Responsible Manager	Action or Task details	Open	Notes
435	15-Sep-21	A Bradley	Prepare a report on options and implications for Māori representation at Council and Council Committees to discuss with the Māori Standing Committee in the first instance	Open	12/11/21: Work has started on this project 24/03/22: A Bradley to talk with MSC Chair - discussed at Governance Team meeting; working with Kaity on this. 01/08/22: No new updates.
534	10-Nov-21	R O'Leary	Distribute information on infill design guides with a view to a future decision report being presented to Council.	Open	29/03/22 - Design guides are to be considered within the Wairarapa Combined District Plan (WCDP) review - there will be a further update as the WCDP progresses. 11/05/22: No new updates. 20/06/22: No new updates.
538	17-Nov-21	K Ashforth	COUNCIL RESOLVED (DC2021/95): 1. To receive the Options for Reducing Budget and Rates for 2021/22 Report. (Moved Cr Jephson/Seconded Cr Fox) Carried 2. To agree that Option 3 (to make reductions in costs that do not significantly reduce levels of service and carrying over savings to the next financial year) is the preferred option with regards to the balance of the 21/22 year. 3. To note that a full review of options including a full LTP review or an LTP variation will be presented at the first Council meeting of the 2022 year. (Moved Cr Jephson/Seconded Cr Plimmer) Carried Cr West abstained.	Open	14/02/2022 - Report is being prepared for Council meeting 6 April; also to be discussed at Annual Plan/Long Term Plan workshops. 20/06/22: No new updates.
542	17-Nov-21		COUNCIL RESOLVED (DC2021/99): 1. To receive the Central Greytown Property: Project Plan Report. (Moved Cr Fox/Seconded Cr Plimmer) Carried 2. To agree that the proposed project plan to consider the future use of 85-87 West Street commences next financial year subject to confirmation of a budget including consultation in the 22/23 Annual Plan. (Moved Cr Plimmer/Seconded Cr Hay) Carried  C4. Revoking Council Resolution Permitting Subdivision of Council Owned Land in Greytown Members noted that any future decision on the land and subsequent use would follow Council processes and policy.	Actioned	18/05/22: Remains open due to consultation on land linked to Menzshed. 30/06/22: Subject to consultation, resource for this will be negotiated with CE/finance. 20/07/22: Budget confirmed in annual plan. Action closed by CE. **Error Noted there are two resolutions in this section and both have been closed. The second resolution has been named DC2021/99b for clarification.

Number	Raised Date	Responsible Manager	Action or Task details	Open	Notes
			<p>COUNCIL RESOLVED (DC2021/99b):</p> <p>1. To receive the Revoking Council Resolution Permitting Subdivision of Council Owned Land in Greytown. (Moved Cr Fox/Seconded Cr Plimmer) Carried</p> <p>2. That pursuant to Standing Order 23.6 Council revoke resolution DC2000/9 (4) bullet points one and three within the General Manager's Monthly Report dated 16 February 2000, being:</p> <p>a. Council approve the sub-division of Lot 1 DP29958 at the Greytown Flats, West Street, Greytown.</p> <p>b. The necessary notice under section 230 of the Local government Act 1974 be advertised to allow for the possible sale of the Greytown sections.</p> <p>3. To note that should an advertisement dating from this period be discovered, then it was placed at the authority of the Council at the time. (Moved Cr Plimmer/Seconded Cr Colenso) Carried</p>		
551	17-Nov-21	H Wilson	Setup a workshop with Colin Crampton and Wellington Water to discuss cost efficiencies	Open	11/05/22: No new updates.
552	17-Nov-21	K Ashforth	Consider the budgetary impact of removing Featherston wastewater and water races away from Wellington Water as the provider	Open	<p>14/02/2022 - S Corbett continuing to work with WWL to fully understand the impact</p> <p>28/03/2022 - Still open and actively being progressed.</p> <p>18/05/22 - Report back to council shortly. Workshop coming up for this.</p> <p>20/06/22 - Workshop completed in June 22.</p>
129	6-Apr-22	S Corbett	Provide overview of work completed / work in progress to increase road safety on rural roads throughout South Wairarapa in 2021/22.	Open	<p>6/5/22: Email sent to council officer 6/5/22.</p> <p>20/06/22: No new updates.</p>
131	6-Apr-22	A Bradley/S Priest	Research other Council approaches to engagement with the community regarding Three Waters Reforms to progress an overview.	Actioned	<p>20/06/22: No new updates.</p> <p>30/06/22: Action completed and closed.</p>

Number	Raised Date	Responsible Manager	Action or Task details	Open	Notes
137	6-Apr-22	S Corbett	Schedule workshop to discuss the future of housing for pensioners.	Open	11/05/22: To be further discussed with Mayor Beijen re: expectations/attendees. 20/06/22: No new updates.
222	18-May-22	S Corbett	Request from Council and Wellington Water Ltd a more complete outline of contingency plan and costs should the Tauherenikau River Crossing pipeline fail.	Open	18/05/22: Refer to Action 78 part 6, 17 Nov 21.
223	18-May-22	S Corbett	Officers to provide regular updates on timeliness and costings of the footpath crossing for Bidwell's Cutting Road to the Five Rivers facility to Greytown Community Board.	Open	19/05/22: Works are programmed for June 2022 following completion of subsidised footpath renewals and funded kerb, channel and footpath extensions. This is subject to concrete supply availability and contractors avoiding Covid; updated action from A&S.
227	18-May-22	TBC	Greytown Community Board to provide an update on the relocation of the information centre to Cobblestones.	Open	20/06/22: No new updates. 30/06/22: Action updated. Noted, deciding bodies need to confirm the location change before an update can be provided by GCB.
259	18-May-22	A Bradley	COUNCIL RESOLVED (DC2022/39) to: 1.Receive the Partnership Funding Request 2021-2022 Report. (Moved Cr Hay/Seconded Cr Colenso) Carried 2. Defer making a decision on partnership funding with Greytown Sport and Leisure until further information is received. (Moved Cr Olds/Seconded Cr Hays) Carried	Open	20/06/22: Greytown Sport and Leisure notified of decision and advised of suggested next steps.
306	30-Jun-22	A Bradley	a) Minor amendments to be made to the policies as noted in the meeting, and b) the organisational structure be published on the SWDC website; progress to be reported back to the next Finance, Audit and Risk Committee meeting in August 2022	Open	20/07/22: Updates to be included in P&G report to FAR meeting 3/8/22.
344	14-Jul-22	A Bradley	To confirm and communicate to the public a clearly defined process that the Chief Executive can apply for decision making in emergency situations/under legislation.	Open	01/08/22: No new updates.

Number	Raised Date	Responsible Manager	Action or Task details	Open	Notes
346	14-Jul-22	S Corbett	<p>COUNCIL RESOLVED (DC2022/58) to:</p> <p>1. Receive the Recommendations from Assets and Services Committee Report. (Moved Cr Olds/Seconded Cr Colenso) Carried</p> <p>2. Approve the use of up to \$500,000 unbudgeted capital expenditure for phase 1 to allow Management to continue work on new roading alignment and design to be funded by a loan. (Moved Cr Jephson/Seconded Cr Plimmer) Carried</p> <p>3. Approve the use of up to \$200,000 for works from the Rural Road Reserve to continue the maintenance and improvement of the alternative route to Hinekura via Admiral Hill. (Moved Cr Olds/Seconded Cr Jephson) Carried</p> <p>4. Approve up to \$100,000 (GST inclusive) capital grant from the Rural Road Reserve to support the creation of a temporary farm track built by private landowners to reconnect the Hinekura community to the road on the Martinborough side. (Moved Cr Olds/Seconded Mayor Beijen) Carried</p> <p>5. Delegate to Chief Executive Officer to fund the reasonable costs of maintenance of the temporary farm track from the Rural Road Reserve. Noting that the range of cost for maintenance is estimated between \$4,000 to \$6,000. (Moved Cr Plimmer/Seconded Cr Maynard) Carried</p> <p>6. Delegate to the Chief Executive Officer to set conditions for the grant from the Rural Road Reserve to support the creation of the farm track. These conditions are to protect Council from any liability for the use of the track and to ensure value for money in how the grant is applied to physical works to form and maintain the track. (Moved Cr Plimmer/Seconded Cr Fox) Carried</p>	Open	9/07/22: Noted that a resolution is required at August Council meeting to change point 4. to \$100,000 (GST exclusive) to align with Mr McCreary's proposal.



# SOUTH WAIRARAPA DISTRICT COUNCIL

10 AUGUST 2022

## AGENDA ITEM E1

### REPORT FROM HIS WORSHIP THE MAYOR

#### Purpose of Report

To update Council on activities and issues which have arisen since my last report to Council.

#### Recommendations

His Worship the Mayor recommends that Council:

1. *Receives the Report from His Worship the Mayor.*

#### 1. General Topics

Topic	Mayoral Taskforce for Jobs
General	Contract for delivery with MSD to be renewed. Structure of Employer Liaison to be revised. Two Tranches of \$225,000 to be funded.

#### 2. Meetings

Meeting One 28/7/22	AGM LGNZ
Speakers	Refer agenda, votes placed as per resolutions All remits passed
Key issues from meeting	Disappointing holding of AGM by Zoom instead of at Conference

Meeting Two 27/07/22	Wairarapa Moana Governance
Key issues from meeting	Plan for restoration of wetlands, and control of invasive species outlined
General	Agenda available if desired

<b>Meeting Three</b> <b>25/07/22</b>	Cobblestones and Greytown Sports and Leisure
<b>Speakers</b>	Various
<b>Key issues from meeting</b>	Review of funding and activities of both organisations
<b>Specific item/s for Council consideration</b>	GSLs to present a costing of a plan to expand activities through SWDC. Cobblestones suggested co-sharing space and synergizing at Cobblestones.

<b>Meeting Four</b> <b>08/7/22</b>	John Milford – Victoria University courses
<b>Speakers</b>	Various
<b>General</b>	Availability of governance and specialist training for staff and elected officials.  Suggested to Mr Wilson this be considered for next triennium.  Placed on Mayoral Forum agenda to see if common bespoke courses could be developed specific to Council.

<b>Meeting Five</b> <b>29/07/22</b>	Wellington Water Committee Meeting
<b>Speakers</b>	All stakeholders and owners
<b>General</b>	Agenda attached, minutes will be circulated.

### 3. Appendices

Appendix 1 – Wellington Water Committee Meeting Agenda, 29 July 2022

**Appendix 1 – Wellington Water  
Committee Meeting Agenda, 29 July  
2022**



# KOMITI NGĀ WAI HANGARUA | WELLINGTON WATER COMMITTEE

26 July 2022

Order Paper for the meeting to be held **via Zoom**  
on:

## **Friday 29 July 2022 commencing at 10.00am**

The meeting will be livestreamed on Council's Facebook page.  
Members of the public wishing to speak to items on the agenda are  
asked to contact: [democraticserviceteam@huttcity.govt.nz](mailto:democraticserviceteam@huttcity.govt.nz)

### **Membership**

Mayor C Barry (Chair)	Hutt City Council
Mayor W Guppy (Deputy Chair)	Upper Hutt City Council
Mayor A Baker	Porirua City Council
Mayor A Beijen	South Wairarapa District Council
Mayor A Foster	Wellington City Council
Ms M Pomare	Te Rūnanga O Toa Rangatira
Ms L Rauhina-August	Taranaki Whānui ki Te Upoko o Te Ika
Cr J van Lier	Greater Wellington Regional Council
Deputy Mayor G Emms	South Wairarapa District Council (Alternate)
Cr C Kirk-Burnnand	Greater Wellington Regional Council (Alternate)
Cr R Leggett	Porirua City Council (Alternate)
Deputy Mayor T Lewis	Hutt City Council (Alternate)
Cr I Pannett	Wellington City Council (Alternate)
Ms N Solomon	Te Rūnanga O Toa Rangatira (Alternate)
Deputy Mayor H Swales	Upper Hutt City Council (Alternate)
Ms K Tamanui	Taranaki Whānui ki Te Upoko o Te Ika (Alternate)

For the dates and times of Council Meetings please visit [www.huttcity.govt.nz](http://www.huttcity.govt.nz)

# Wellington Water Committee

## Terms of Reference

### Purpose

The Wellington Water Committee ("the Committee") is established to:

- Provide governance and leadership across issues which are related to the planning, delivery and management of water services to communities serviced by Wellington Water Limited;
- Provide governance oversight of Wellington Water Limited, including by exhibiting good governance practice;
- Provide a forum for the representatives of Wellington Water Limited's shareholders and mana whenua to meet, discuss and co-ordinate on relevant issues and, through their representatives, to exercise their powers; and
- Strive for consistency across all client councils so all customers receive a similar level of service.

### Status

The Committee is, for the purposes of the Local Government Act 2002, a joint committee of the Lower Hutt City Council, Porirua City Council, Upper Hutt City Council, Wellington City Council, South Wairarapa District Council and the Wellington Regional Council.

### Specific responsibilities

The Committee's responsibilities are:

Governance oversight responsibilities

Shareholder and mana whenua governance oversight of Wellington Water Limited and of the network infrastructure for the delivery of bulk water, water reticulation, wastewater and stormwater services in the geographical areas of Wellington Water Limited's operations, including by:

- Receiving and considering the half-yearly and annual reports of Wellington Water Limited;
- Receiving and considering such other information from Wellington Water Limited as the Committee may request on behalf of the parties to the Shareholders and Partnership Agreement and/or receive from time to time;
- Undertaking performance and other monitoring of Wellington Water Limited;
- Considering and providing recommendations to the parties to the Shareholders and Partnership Agreement on proposals from Wellington Water Limited;
- Providing co-ordinated feedback, and recommendations as needed, on any matters requested by Wellington Water Limited or any of the parties to the Shareholders and Partnership Agreement;
- Providing recommendations to the parties to the Shareholders and Partnership Agreement regarding regional studies which the Shareholders need to be cognisant of;

- Providing recommendations to the parties to the Shareholders and Partnership Agreement regarding water conservation;
- Agreeing the annual Letter of Expectation to Wellington Water Limited;
- Receiving, considering and providing agreed feedback and recommendations to Wellington Water Limited on its draft statement of intent;
- Receiving, considering and providing recommendations to the parties to the Shareholders and Partnership Agreement regarding Wellington Water Limited's final statement of intent.
- Agreeing when Shareholder meetings, or resolutions in lieu of Shareholder meetings, are required, without prejudice to Shareholder and Board rights to call meetings under Wellington Water Limited's constitution and;
- Seeking and interviewing candidates for Wellington Water Limited's Board as needed and recommending to the holders of Class A Shares appointments and/or removals of directors of Wellington Water Limited;
- Recommending the remuneration of directors of Wellington Water Limited;
- Monitoring the performance of the Board of Wellington Water Limited; and
- Providing recommendations to the parties to the Shareholders and Partnership Agreement regarding changes to these terms of reference, the Shareholders and Partnership Agreement and the constitution of Wellington Water Limited.

## **Membership**

The membership of the Committee will be as specified in the Shareholders and Partnership Agreement. With the exception of the Committee Members nominated by the Mana Whenua Partners Entities, each appointee must be an elected member of the appointing Shareholder.

## **Chairperson**

The Chairperson and Deputy Chairperson will be elected by the Committee once all Committee members have been appointed.

## **Quorum**

Subject to the below for Committee meetings to appoint directors of Wellington Water Limited, for a meeting of the Committee to have a quorum, a majority of Committee Members, or their appointed Alternates, must be present, and the number making up the majority must include at least an equal number of Shareholder appointed Committee Members as MWPE nominated Committee Members.

Where the Committee is providing a forum for the Shareholders to meet and exercise their powers in relation to Wellington Water Limited, the requirements of Wellington Water Limited's constitution will prevail.

Clause 11.3 of the company's constitution provides that Directors shall be appointed and removed by the unanimous resolution of the Shareholders holding Class A Shares. For this matter the quorum for the Committee meeting is therefore attendance by all Committee Members (or their Alternates) for the holders of the Class A Shares.

## **Alternates**

Each Committee Member appointed to the Committee must have an Alternate.

## **Other Shareholder attendee**

Each Shareholder-appointed elected member Committee member will be entitled to invite an officer attendee to Committee meetings, provided however that the additional attendee will not have any voting rights on the Committee.

## **Decision-making**

The Committee will strive to make all decisions by consensus.

In the event that a consensus on a particular matter before the Committee is not able to be reached, each Committee Member has a deliberative vote. In the situation where there is an equality of votes cast on a matter, the Chairperson does not have a casting vote and therefore the matter subject to the vote is defeated and the status quo is preserved.

Other than for those matters for which the Committee has effective decision-making capacity through these Terms of Reference, each Shareholder retains its powers to make its own decisions on matters referred to it by the Committee and on matters specified in Part 1 of Schedule 2 to the Shareholders and Partnership Agreement (for clarity, this means that only Shareholders have voting rights in relation to the matters specified in Part 1 of Schedule 2).

## **Secretariat services**

Unless otherwise agreed from time to time by all of the elected member Committee Members, the Council for which the Chairperson is an elected member will provide secretariat services to the Committee. The Chairperson will be responsible for managing the agenda at Committee meetings.

## **Standing Orders**

The Standing Orders of the Council providing secretariat services to the Committee will apply to Committee meetings, subject to the provisions for meeting quorum and decision making as set out in these terms of reference taking precedence.

## **Remuneration**

Each Shareholder will be responsible for remunerating the elected member Committee Member appointed by it to the Committee, and their Alternate, for any costs associated with those persons' membership on the Committee.

The Shareholders will also be responsible for remunerating (in equal shares) the Committee Members nominated by Mana Whenua Partner Entities, and their Alternates, and appointed to the Committee by the Shareholders, for any costs associated with those persons' membership on the Committee.

## **Administration**

Reports to be considered by the Committee may be submitted by any of the Shareholders, any of the Mana Whenua Partner Entities, or Wellington Water Limited.

## **Duration of the Committee**

In accordance with clause 30(7) of Schedule 7 to the Local Government Act 2002, the Committee is not deemed to be discharged following each triennial election.

## **Appendix**

### **Common delegations by Shareholders**

#### Governance oversight responsibilities

- Each Shareholder will delegate to the Committee the responsibilities and powers necessary to participate in and carry out the Committee's governance oversight responsibilities.

#### Shareholders' responsibilities

- Each Shareholder will delegate to its appointed elected member Committee Member and, in accordance with these terms of reference, that person's Alternate, all responsibilities and powers in relation to the agreement of:
  - when Shareholder meetings, or resolutions in lieu of Shareholder meetings, are required (without prejudice to Shareholder and Board rights to call meetings under Wellington Water Limited's constitution); and
  - the appointment, removal and remuneration of Wellington Water Limited's directors.



## KOMITI NGĀ WAI HANGARUA | WELLINGTON WATER COMMITTEE

Meeting to be held via Zoom on  
Friday 29 July 2022 commencing at 10.00am.

### ORDER PAPER

#### PUBLIC BUSINESS

1. OPENING FORMALITIES - KARAKIA TIMATANGA (22/1717)

Whakataka te hau ki te uru  
Whakataka te hau ki te tonga  
Kia mākinakina ki uta  
Kia mātaratara ki tai  
E hī ake ana te atakura  
He tio, he huka, he hau hū  
Tihei mauri ora.

*Cease the winds from the west  
Cease the winds from the south  
Let the breeze blow over the land  
Let the breeze blow over the ocean  
Let the red-tipped dawn come with a  
sharpened air.  
A touch of frost, a promise of a  
glorious day.*

2. APOLOGIES

3. PUBLIC COMMENT

Generally up to 30 minutes is set aside for public comment (three minutes per speaker on items appearing on the agenda). Speakers may be asked questions on the matters they raise.

4. CONFLICT OF INTEREST DECLARATIONS

Members are reminded of the need to be vigilant to stand aside from decision making when a conflict arises between their role as a member and any private or other external interest they might have.

5. CHAIR'S STATEMENT (22/1837)

Verbal update by the Chair.

6. MINUTES

Meeting minutes Komiti Ngā Wai Hangarua | Wellington Water Committee,  
27 May 2022

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7. TRANSITION PLANNING FOR THREE WATERS REFORM (22/1756)

A verbal update will be provided at the meeting.

8. **COMPANY AND GOVERNANCE UPDATE (22/1750)**  
 Report No. WWC2022/3/117 by Wellington Water Limited 22  
CHAIR'S RECOMMENDATION:  
 "That the recommendations contained in the report be endorsed."
9. **MARTIN JENKINS INQUIRY INTO FLUORIDATION (22/1767)**  
 Report No. WWC2022/3/118 by Wellington Water Limited 51  
CHAIR'S RECOMMENDATION:  
 "That the recommendations contained in the report be endorsed."
10. **WELLINGTON WATER LIMITED - FINAL STATEMENT OF INTENT 2022-25 (22/1752)**  
 Report No. WWC2022/3/119 by Wellington Water Limited 84  
CHAIR'S RECOMMENDATION:  
 "That the recommendations contained in the report be endorsed."
11. **FLUORIDATION AND REGIONAL WASTEWATER PLANT REVIEW UPDATE (22/1753)**  
 Report No. WWC2022/3/120 by Wellington Water Limited 140  
CHAIR'S RECOMMENDATION:  
 "That the recommendations contained in the report be endorsed."
12. **STIMULUS FUNDING PROGRAMME CLOSE-OUT REPORT (22/1754)**  
 Report No. WWC2022/3/121 by Wellington Water Limited 145  
CHAIR'S RECOMMENDATION:  
 "That the recommendations contained in the report be endorsed."
13. **VALUE FOR MONEY SIX MONTHLY REPORT (22/1768)**  
 Report No. WWC2022/3/122 by Wellington Water Limited 168  
CHAIR'S RECOMMENDATION:  
 "That the recommendations contained in the report be endorsed."

14. **PROPOSED CHANGE TO THE MEETING SCHEDULE FOR 2022**  
(22/1757)

Memorandum dated 11 July 2022 by the Democracy Advisor 198

**CHAIR'S RECOMMENDATION:**

"That the recommendations contained in the memorandum be endorsed."

15. **INFORMATION ITEM - WELLINGTON WATER COMMITTEE FORWARD PROGRAMME 2022** (22/1290)

Memorandum dated 11 July 2022 by the Democracy Advisor 200

**CHAIR'S RECOMMENDATION:**

"That the recommendation contained in the report be endorsed."

16. **EXCLUSION OF THE PUBLIC**

**CHAIR'S RECOMMENDATION:**

"That the public be excluded from the following parts of the proceedings of this meeting, namely:

17. **MINUTES**

27 May 2022

The general subject of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

<b>(A)</b> General subject of the matter to be considered.	<b>(B)</b> Reason for passing this resolution in relation to each matter.	<b>(C)</b> Ground under section 48(1) for the passing of this resolution.
Minutes of the Wellington Water Committee   Komiti Ngā Wai Hangarua held on 27 May 2022	The withholding of the information is necessary to protect the privacy of natural persons. (s7(2)(a)).	That the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding exist.

This resolution is made in reliance on section 48(1) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 6 or 7 of that Act which would be prejudiced by the holding of the whole or the relevant part of the proceedings of the meeting in public are as specified in Column (B) above.”

Annie Doornebosch  
**Democracy Advisor**  
**Hutt City Council**