

Service Delivery Agenda Public

Council Chambers, Waipa District Council, 101 Bank Street, Te Awamutu



Chairperson
GRP Webber

Members

His Worship the Mayor JB Mylchreest, EM Andree-Wiltens, EH Barnes, AW Brown, LE Brown, PTJ Coles, RDB Gordon, ML Gower, SC O'Regan, MJ Pettit, EM Stolwyk, CS St Pierre, BS Thomas.

18 August 2020 09:00 AM - 12:00 PM

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**SERVICE DELIVERY
COMMITTEE
AGENDA**



APOLOGIES



DISCLOSURE OF MEMBERS' INTERESTS

Members are reminded to declare and stand aside from decision making when a conflict arises between their role as an elected member and any private or other external interest they may have.



LATE ITEMS

Items not on the agenda for the meeting require a resolution under section 46A of the Local Government Official Information and Meetings Act 1987 stating the reasons why the item was not on the agenda and why it cannot be dealt with at a subsequent meeting on the basis of a full agenda item. It is important to note that late items can only be dealt with when special circumstances exist and not as a means of avoiding or frustrating the requirements in the Act relating to notice, agendas, agenda format and content.

**SERVICE DELIVERY
COMMITTEE
AGENDA**



CONFIRMATION OF ORDER OF MEETING

Recommendation

That the order of the meeting be confirmed.

SERVICE DELIVERY COMMITTEE REPORT



To: The Chairperson and Members of the Service Delivery Committee
From: Governance
Subject: **CONFIRMATION OF MINUTES**
Meeting Date: 18 August 2020

1 EXECUTIVE SUMMARY

To confirm the minutes of the Service Delivery meeting held on Tuesday 21 July 2020.

2 RECOMMENDATION

That the open minutes of the Service Delivery Committee meeting held on 21 July 2020, having been circulated, be taken as read and confirmed as a true and correct record of that meeting.

3 ATTACHMENTS

Service Delivery Minutes – 21 July 2020



Time: 9.00am
Date: Tuesday 21 July 2020
Meeting: Council Chambers
101 Bank Street, Te Awamutu

PRESENT

Chairperson
GRP Webber

Members
His Worship the Mayor JB Mylchreest, EM Andree-Wiltens, AW Brown, LE Brown, PTJ Coles, ML Gower, SC O'Regan, MJ Pettit, EM Stolwyk, CS St Pierre, BS Thomas

1 APOLOGIES

RESOLVED

15/20/28

That the apology for non-attendance from Councillor Barnes be received.

Cr Pettit/ Cr Thomas

2 DISCLOSURE OF MEMBERS' INTERESTS

There were no new disclosures.

3 LATE ITEMS

There were no late items.

4 CONFIRMATION OF ORDER OF MEETING

RESOLVED

15/20/29

That the order of the meeting be confirmed.

Cr A Brown/ Cr Coles



5 MINUTES OF PREVIOUS MEETING

RESOLVED

15/20/30

That the open minutes of the Service Delivery Committee meeting held on 19 May 2020, having been circulated, be taken as read and confirmed as a true and correct record.

Cr Andree-Wiltens/ Cr Gordon

6 CONTRACTS SIGNED UNDER DELEGATION

RESOLVED

15/20/31

That the information contained in the Monthly Schedule of Contracts Signed under Delegated Authority (Document Number 10427729) be received.

Cr O'Regan/ Cr St Pierre

7 PUBLIC TRANSPORT IMPROVEMENT PLAN

The purpose of the report presented by Mr Bryan Hudson, Manager Transportation and Erik Van Der Wel Programme Engineer, was to seek Council's endorsement to progress implementation of Stage One of the Public Transport Improvement Plan.

With a growing population and employment forecast in the district, and with an increasing proportion of older residents, continuing growth in public transport patronage can be expected. Through the consultation on the Waipa Integrated Transport Strategy and the Cambridge Town Concept Plan, the community has shown strong support for improved public transport services.

Mr Hudson advised that there were two community bus services in the district: Te Awamutu to/from Hamilton and Cambridge to/from Hamilton. Annual patronage (Mar 2019-Feb 2020) was 77,460 on the Te Awamutu services and 64,371 on Cambridge services. The annual patronage growth rate was 8%-10% in both cases for two continuous years 2017-18 and 2018-19.

Mr Hudson advised that in 2018 Ian Wallace and Associates were engaged to prepare a business case and a survey was conducted of bus users and non-bus users in a



targeted and random phone survey. This business case analysis identified that there were definite benefits of improving the bus services in the district.

The Waikato Regional Council manages the bus contract for the Waipa district. The current contract ends in mid-2021 but this was likely to be extended to 2022 due to Covid-19 delaying procurement. There was an opportunity to incorporate improved bus services when preparing the new contract. It was advised that it was also possible to amend routes and timetables during the contact period to accommodate growth areas.

The proposed changes for stage one were:

1. Provide regular services seven days per week with expanded operating hours.
2. Upgrade the existing Te Awamutu route to include Kihikihi on all trips and potentially add trips to provide service to Waikeria Prison.
3. Upgrade the existing Cambridge route to include Cambridge East (Taylor Street) area on all trips.
4. Weekday service hourly, with one additional peak service to accommodate more passengers during the morning (7am-9am) and afternoon (4pm-6pm) peak times in each direction and extension of hours. Weekends and holidays two hourly frequency.

Mr Hudson advised that the proposed changes in Stage 1 would potentially see an increase in patronage from 150,000 to 250,000 per annum at the additional cost of approximately \$50,000 per annum to the rate payer.

Mr Hudson advised that the previous ticketing system did not have the ability to record a passenger's true journey. With future technology using a swipe on/off system (there is a current implementation underway of an integrated ticketing system), it will be possible to see where a passenger started and ended their journey. This will provide real data on usage and indicate demand for future improvements.

Discussion was held around the trade-off between extensive routes and the speed of the journey. It was noted that ideally the public transport system did not want anyone to have to walk more than 600 metres to a bus stop. Mr Hudson explained that the proposed service in Cambridge would see most residents within 400 metres to 500 metres of a bus stop.

While the current service is and always was focused on providing public transport between Cambridge, Te Awamutu and Hamilton while providing some internal town



services, there were suggestions of exploring other alternatives such as an Orbiter type system, a private enterprise shuttle service or a responsive service including costs and routes.

RESOLVED

15/20/32

That

- a) *The report titled Public Transport Improvement Plan (document number 10416623) of Xinghao Chen, Transportation Planning Engineer, be received;*

Cr Stolwyk/Cr St Pierre

- b) *The Service Delivery Committee endorses the following stage one Public Transport Improvement Plan:*

- a. *Provide regular services seven days per week between Cambridge and Hamilton and Te Awamutu and Hamilton, and expanded operating hours being 6 am – 7 pm on weekdays and 9 am – 6 pm on weekends.*
- b. *Upgrade the existing Te Awamutu route to include Kihikihi on all trips and investigate selected trips to provide service to Waikeria Prison.*
- c. *Upgrade the existing Cambridge route to include Cambridge East area on all trips.*
- d. *Weekday service hourly, with one additional peak service in each direction and extension of hours. Weekends and holidays two hourly frequency;*

Cr Stolwyk/Cr St Pierre

[Councillors Gordon and Coles requested that their votes against for *part c.* be recorded]

- c) *Staff formally request the Waikato Regional Council to include these service improvements in the next bus service contract tender;*

Cr Stolwyk/Cr Gower

- d) *That an additional ratepayer funded local share of \$51,000 per annum be put forward for consideration into the draft Long Term Plan 2021-2031 for Stage One Public Transport Improvements.*

Cr Stolwyk/ Cr St Pierre



8 OVERVIEW OF INTERSECTION PLANS FOR GROWTH CELLS C2/3 AND T9/T19 INTERSECTIONS

Residential growth cells under development in Cambridge and Te Awamutu both require new intersections onto arterial roads. The report presented by Bryan Hudson, Manger Transportation, outlined the investigations completed to date for these significant new infrastructure builds.

Mr Hudson advised that for the Cambridge C2/C3 growth cells, a roundabout with two pedestrian and cycling underpasses was proposed and for the T9/T14 growth cells, a roundabout was also proposed.

RESOLVED

15/20/33

That

- a) *That the Overview of Intersection Plans for Growth Cells C2/C3 and T9/T14 report (document number 10420159), of Bryan Hudson, Manager Transportation, be received.*

Cr Stolwyk/ Cr Pettit

[Adjourned at 9.53am and reconvened at 10.10am]

9 PARKING MANAGEMENT IMPROVEMENT PLAN

The Parking Management Improvement Plan report was presented by Bryan Hudson, Manager Transportation and Xinghao Chen Transportation Planning Engineer. The report was accompanied by a Power point presentation.

Mr Hudson advised that up until the Covid-19 pandemic, growth in private vehicle travel had continued to put pressure on town centre parking in Cambridge and Te Awamutu. A parking use survey in November 2019 showed some on-street and off-street parking was heavily used in peak times and would warrant the introduction of changes to time limits, and increased enforcement to make sure that high value parking is providing the level of service desired. This approach was supported by stakeholder groups consulted to date and the Transportation Strategy guiding principles which included:

- Issue: High dependence on vehicles and dispersed urban growth



- The need to balance parking supply and travel demand
- The need to monitor parking demand change in town centres
- The need to offer more transport choices

The Cambridge Town Concept Plan Refresh 2019 listed the following desirable parking outcomes:

- Encourage higher turnover of vehicle parking
- Spread peak parking demand over a wider area
- Encourage non-motor vehicle modes for easy trips to the town centre

The parking use survey noted that overall the parking provision in the towns still had capacity to be used more efficiently and this was a matter of setting appropriate time limits, and encouraging long stay parking into more appropriate locations.

It was recommended that further standardisation of parking time limits was made along with increased enforcement. Mr Hudson advised that implementation of these measures would be dependent on available budget as funding for the parking activity has been severely reduced in the 20120/2021 Annual Plan due to Covid-19 impacts.

Discussion was held around the need to look at how other Councils approach parking enforcement and what learnings were available in particular around revenue options.

Mr Hudson advised that the parking sensors currently installed in Cambridge were not monitored at all times and were currently not fully operating due to power source issues.

Mr Hudson confirmed that Council owned the Halley's Lane carpark in Cambridge and approximately two thirds of the New World carpark.

Discussion was held around how to deal with repeat offenders who park in the main streets all day, every day and the capacity for more enforcement.

Mr Hudson advised that the parking improvement plan would be monitored for effectiveness after an initial embedding period of 12 months with a follow up survey in the 2021-2023 Long Term Plan period.



RESOLVED

15/20/34

That

- a) *The report titled Parking Management Improvement Plan (10418195), of Bryan Hudson, Transportation Manager be received;*
- b) *The Service Delivery Committee endorses a Parking Improvement Plan which includes:
 - i) *Standardisation of parking time limits, P5 for loading zones, P10 near public toilets, P10 for school pick up and drop off zones, P60 for main streets with shops both sides and in off street car parks with fronting shops, P120 for side streets connecting to main streets and where there are shops one side, P120 for a portion of off street car parks.*
 - ii) *Establishment of new parking time limits in streets and public car parks which currently have no time restrictions as generally indicated in the slides labelled Cambridge, Te Awamutu, and Leamington Public Parking Map within the Parking Management Plan Presentation included as Appendix 1 of this report (10412148), but subject to further engagement with stakeholders and availability of budget.*
 - iii) *A level of regular enforcement subject to resourcing, which is an increase over the current enforcement on complaint approach.*
 - iv) *Monitoring of the effectiveness of the Parking Improvement Plan with a follow up use survey within the 2021-2023 Long Term Plan period.**
- c) *The Service Delivery Committee notes that funding for the implementation of this is considered as part of the 2021-2031 Long Term Plan.*

Cr O'Regan/ Cr Gower

10 INNOVATING STREETS – URBAN MOBILITY OPPORTUNITY

Mr Bryan Hudson, Manager Transportation, advised the Committee that the Government has introduced a one-off innovation fund to help local Councils trial new street forms and share their vision;



“of New Zealand being a place where towns and cities are constantly improving their streets so it’s easier and safer for people to walk, cycle and catch the bus. We want our suburb and town centres to be welcoming, vibrant places where people can connect with each other and feel relaxed. We also have a vision that we can make progress quickly, testing and piloting projects to help demonstrate their value to the community, building confidence in new street layouts and getting feedback in real time, rather than off paper plans.”

It was noted that this vision fits closely with Waipa’s Integrated Transport Strategy and town concept plan objectives:

- Promote travel choices to manage travel demand in the district, including walking and cycling to school and parking demand management.
- Encourage walking and cycling as safe and convenient modes of transport, with actions such as calming traffic on selected routes or selected areas such as in school zones.
- Cambridge TCP 2019, Transportation is convenient, with walking and cycling a pleasure for all ages
- Te Awamutu TCP 2010 create a vibrant town centre that encourages locals and visitors to spend time in our district and contribute to our local economy.

Mr Hudson advised that Council staff have applied to this innovation fund for projects in Cambridge and Te Awamutu. Projects must be completed by 30 June 2021.

The Cambridge funding application was included in the first funding application round and was successful. The application was titled Safe Routes to Schools and Businesses for Active Transport, with a total value of \$620,000, funded 90% by Waka Kotahi NZ Transport Agency.

The Te Awamutu funding application was submitted on 3 July 2020, titled Māketete Transformed (Market Street Transformed), with a total value of \$328,000. Mr Hudson advised that Council hear in late July whether this application had been successful.



These projects would run with a high degree of community engagement and use temporary materials like planters, rubber kerbs, new paint markings and signs to trial street changes that produce safer, more attractive street spaces where active users are given priority over vehicles. The temporary installations can be trialled and easily changed so there was an incentive for bold experimentation. Installations that work well could be left in place for several years in the temporary materials and potentially locked in with permanent infrastructure under future Long-Term Plan (LTP) projects for walking and cycling improvements.

RESOLVED

15/20/35

That

- a) *The Innovating Streets report (document number 10421487) of Bryan Hudson, Manager Transportation, be received.*

Cr A Brown/ Cr Gordon

11 CONTRACT 27-19-59 WILLIAMSON STREET STREETScape UPGRADE – PROGRESS UPDATE AND SCOPE CONFIRMATION

Programme Engineer Erik Van Der Wel presented his report and took questions from the Elected Members.

Mr Van Der Wel advised that the streetscape works had been substantially completed with the only works left to complete being the final asphalt surfacing. This has been deferred to minimise the risk of damage from the ongoing adjacent pool construction project. It was advised that the works had been programmed for early 2021 to coincide with the pool construction completion. At the time of tender, works were planned to create pedestrian and cycling connections between Williamson Street and Victoria Street and Achilles Avenue. The costs for the connections was not known at the time of tender due to the design work still being underway. Mr Van Der Wel advised that the prices received from the contractor to construct these connections were higher than was estimated.

Due to these cost issues, and to stay within the budget as approved by this Committee on 17 December 2019 (file reference ECM 10220947), it was proposed that the walking



and cycling connections to both Victoria Street and Achilles Avenue were not constructed at this time, although pedestrian platforms would be installed at Dominion Road and near to the Achilles Avenue intersection.

It is proposed to include these connections as separate projects for consideration as future projects in the 2021-2031 Long Term Plan (LTP).

RESOLVED

15/20/36

That

- a) *The 27-19-59 Williamson Street Streetscape Upgrade – Progress Update and Scope Confirmation report of Erik Van Der Wel, Programme Engineer – Transportation be received;*
- b) *The Service Delivery Committee **APPROVES** the revised scope of the Williamson Street Streetscape Upgrade to defer the construction of the Victoria Street and Achilles Street walking and cycling connections; and that these will be put forward for consideration as future projects in the 2021-2031 Long Term Plan.*

Cr Gower/ Cr Coles

12 CONTRACT 27-19-38 WASTEWATER TREATMENT PLANT SHORT TERM CONSENT UPGRADES & OPERATIONAL IMPROVEMENTS – INCREASE TO APPROVED CONTRACT SUM

Robin Walker, Senior Project Manager Project Delivery Major Capital Works, presented the report.

The Cambridge Wastewater Treatment Plant Short Term Consent Upgrades and Operational Improvements Contract (27-19-38) was awarded by an Executive Committee in September 2019, to Fulton Hogan. The contract was for the operational improvements and upgrades to meet anticipated short-term consent requirements to the existing wastewater treatment plant located in Matos Segedin Drive, Cambridge.

The Staff recommendation was that the contract sum be increased to align with the expected costs to complete the works, with the variation funded from the Cambridge Wastewater Treatment Plant Upgrade (PR1436) budget. There was a budget shortfall for this project due to \$4 million being deferred through the Annual Plan process; to



cover this, staff recommended \$770,000 be brought forward into the 2020/21 year from year four of the 2018-2028 Long Term Plan.

RESOLVED

15/20/37

That

- a) *The report titled '27-19-38 Cambridge Wastewater Treatment Plant Short Term Consent Upgrades & Operational Improvements – Increase to Approved Contract Sum' (document: 10421416) of Marie McIntyre; Programme Manager, be received;*
- b) *The Service Delivery Committee approves to increase the contract sum for Contract 27-19-38 Cambridge Wastewater Treatment Plant Short Term Consent Upgrades & Operational Improvements from FOUR MILLION AND THREE HUNDRED THOUSAND DOLLARS (\$4,300,000.00), excluding GST, to FIVE MILLION, AND SEVENTY THOUSAND DOLLARS (\$5,070,000.00), excluding GST, inclusive of contingency sum, to be funded from Project Code PR1436;*
- c) *The Service Delivery Committee approves to bring forward SEVEN HUNDRED AND SEVENTY THOUSAND (\$770,000) into the 2020/21 year from Year 4 of the 2018-2028 Long Term Plan, Project Code PR1436 Cambridge New Wastewater Treatment Plant - Stage 1. The increase to be funded from the capital wastewater reserve.*

Cr Gower/ Cr L Brown

13 RESOLUTION TO EXCLUDE THE PUBLIC

(Section 48, Local Government Official Information and Meetings Act 1987)

RESOLVED

15/20/38

THAT the public be excluded from the following parts of the proceedings of this meeting.

The general subject of the 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:



General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48(1) for the passing of this resolution
<i>Confirmation of Public Excluded Minutes</i>	<i>Good reason to withhold exists under section 7 Local Government Official Information and Meetings Act 1987</i>	<i>Section 48(1)(a)</i>

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:

Item No.	Section	Interest
<i>14</i>	<i>Section 7(2)(i)</i>	<i>To enable the Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</i>

Cr Andree-Wiltens/ Cr A Brown

There being no further business the meeting closed at 10.53am

CONFIRMED AS A TRUE AND CORRECT RECORD

CHAIRPERSON:

DATE:



To: The Chairperson and Members of the Service Delivery Committee
From: Manager Transportation
Subject: **Transportation Report**
Meeting Date: 18 August 2020
File Reference: 96.51

1 Executive Summary

The purpose of this report is to provide information on the activities pertaining to the Transportation Team's activities from April 2020 to June 2020, and it maps out projects and renewals for the new financial year.

The following appendices accompany this report:

- Appendix 1 - Waste Minimisation – Overview of Activities 2019/2020 (*document 10447638*)
- Appendix 2 - Waste Minimisation – Planned Activities 2020/2021 (*document 10447634*)

2 Recommendation

That

- a) *The Transportation Report (document number 10436965) of Bryan Hudson, Manager, Transportation be received.*

3 Transportation Programme

The following projects are confirmed for the current construction season:

Pavement Rehabilitation	Start	End	Length	Status, Budget 2020/21 \$1.5M
Maungatautari Road	6630	8506	1876	Repairs and safety measures put in place to hold over winter for spring start (October 2020) on road overlay and sealing. Tendering now.
Ryburn Road SH3 toward railway bridge	20	240	220	Designed, hold for summer construction (November 2020).
McGhie Road	340	1200	860	On hold, awaiting adjacent subdivision discussions.
Tirau Road	1430	1786	356	Completed 19/20
Rukuhia Road	5639	6967	1328	Completed 19/20
Williamson St Streetscape (outside Cambridge Pool)	22	452	430	Completed 19/20
Collins Road	918	1123	205	Completed 19/20
Collins Road	1344	1552	208	Completed 19/20
Collins Road	4445	4505	60	Completed 19/20 (one lane only)
Taylor Street	693	839	146	Completed 19/20 (one lane only)
Taylor Street	925	1396	471	Completed 19/20 (one lane only)
Taylor Street	2189	2274	85	Completed 19/20 (one lane only)
Lamb Street	2890	3094	204	Completed 19/20
Resurfacing	Plan	Laid	% Done	Status / Notes /Budget 20/21 \$3.9M
Chip sealing	76800	64861	100	Completed 19/20, scheduling 2021 work
Asphalt surfacing	2900	2301	100	Completed 19/20, scheduling 2021 work
Seal Extension	Start	End	Length	Budget 20/21 \$250k, Length 1.59km
Clarke Lane	10	120	110	Completed 19/20
Hall Street-Kihikihi	820	950	130	Completed 19/20
Livingstone Road	1820	2420	600	Completed 19/20
Lowe Road	695	920	225	Postponed in 19/20 budget limitation
Rahiri Road	655	2025	1370	Postponed in 19/20 budget limitation
Smith Road	80	700	620	Completed 19/20
Windleborn Road	20	80	60	Completed 19/20
Construction				
Hanlin/Cambridge Intersection			60%	Construction underway (October 2020 finish)
Williamson St Streetscape (outside Cambridge Pool)			100%	Complete, awaiting final asphalt surfacing prior to pool opening

Pavement Rehabilitation	Start	End	Length	Status, Budget 2020/21 \$1.5M
Te Awa Cycleway				Velodrome towards Hamilton. NZTA funding approved. Contractor registration of interest now on line.
Te Pahu Road Bridge Pier Strengthening			100%	All works complete
CCTV Installation			100%	All cameras are in place and in use by Police and staff. Reviewing some camera types with user group.
Street Light Upgrading	Plan	Installed	% Done	Budget 2020/21 \$250k
Additional lights to improve illumination on existing streets	47	35	75%	Work completed on Belcher, Jacobs, Bryce (KK), Browning, Mutu by 30 June 2020. Next tranche of lights for Empire, Lamb, Raikes, Fraser Streets. (12)

3.1 Road Maintenance Contracts

Our maintenance contract focus through April to July centred on essential pavement repairs, road marking, and correcting peat settlement issues. At Covid Level 3, most maintenance works resumed as was possible with the weather. Urban street leaf fall collection work was particularly busy as large volumes fell quickly. Our street cleaning contractor trialed the use of hay baling machinery to compress the leaves into bails and save on time and transport and this was reported in the media.

Asphalt replacement in some larger patches has been done on Cambridge main roads and more is required on other streets, including Shakespeare Street.

3.2 Footpath Works

The table below shows the budget and sites for significant footpath works. Footpath maintenance works of a smaller scale occur most months to address hazards.

Activity	Budget	Sites	Progress of Work
Footpath Renewal	\$426,330 2019/2020 \$200,000 2020/2021	15 replacement sites completed in 2019/20. 2020/21 sites include- Bank, Carlton, Fraser, Mangahoe, North, Rickit, Tainui, Burns, Shakespeare, Scott, Raleigh,	Scheduling 20/21 work and due to start shortly.

		Princes, Galloway, Goodfellow.	
New Footpath construction	\$122,640 (19/20) \$75,000 2020/21	Vaile St	Vaile Street site partially completed with new MSD building works.
Footpath Maintenance & Pram Crossings	\$277,545 (19/20), \$174,000 2020/21	124 sites completed 2019/20	39 repair sites identified currently for attention over the next 3 months.

3.3 Road Safety

Pedestrian Safety Works

Pedestrian safety works are complete at the following sites:

- Victoria Street, Alpha to Queen kerbing; lighting and refuge island works are substantially complete. Asphalt surfacing and pedestrian island to be completed after the new water main is installed.
- Lamb Street kea crossing for Leamington Primary School will be completed during the 2020 summer.
- Factory Road kea crossing for Te Wharekura o Nga Purapura o Te Aroha will be completed during the 2020 summer.

Road Safety Education Programme

Road safety promotions March - July 2020.

End of year reports to Waka Kotahi NZ Transport Agency

Reports have been completed and submitted for the 2019/20 Road Safety Programme. There was disruption to the programme due to the Covid-19 pandemic, and the subsequent lockdown. This affected the overall spend. The NLTP (National Land Transport Plan) funding for community programmes for 19/20 was \$152,000. A total of \$136,709 was invested in the programmes.

Council received further funding from ACC/Waka Kotahi of \$7,590 for cycle skills training, of which \$4,892 was spent. We have asked ACC to roll over the unspent portion for our future skills training programme.

Students Against Dangerous Driving (SADD).

Work continues to be done to support SADD in our secondary schools. Two schools from the district attended the SADD regional workshop held in Cambridge in March.

SADD students are keen to be involved in community road safety activities, and they were able to assist with the recent driver fatigue stops. One of the main issues identified by SADD representatives in the district is that many students are driving

outside their restricted licence conditions. They will look at ways they can address this. Council will look to support their initiatives.

Cycling

The lights on bikes activity scheduled for May was postponed due to Covid-19. However, Facebook postings continued with an animated video clip reminding the need to be visible on bikes.

Work continues to be done around cycle skills training in schools. Working under a regional approach, it is hoped that the number of schools involved will increase this current year.

Intersections.

An Intersection Quiz was placed on Council's Facebook page, attracting many participants.



Driver Fatigue

Two fatigue stops have been held at Pirongia and Ngahinapouri, with approximately 250 people stopping. 93% had not stopped at a Fatigue stop before.

SADD student Oksana surveys a driver at the Pirongia Fatigue stop

Billboards

Billboards were refreshed in May, repeating the tagline 'Make it Home'. There are currently 26 billboard sites in the district for road safety messaging (excluding dedicated cycle billboard sites).

Summary of the Road Safety Education Plan for 2020/21

Following is a summary of proposed education promotions and activities for 2020/2021. Issues outlined in the plan have been identified at a local, regional and national level as issues to consider for road safety promotions.

Speed Management

Objective	Action 20/21
To support the Council's Speed Management Plan by assisting drivers to understand the need to slow down on some rural and urban roads	<ul style="list-style-type: none"> ▪ Billboards on high risk rural roads ▪ Education workshops on drive to the conditions ▪ Drive to the conditions advertising
To improve road safety outside schools	<ul style="list-style-type: none"> ▪ Liaise with Engineers and Police to investigate road safety issues at schools ▪ To support education of children regarding road safety through the support of School Community Officers (Police) and provision of puppet shows ▪ Media Advertising and Facebook posts at beginning of school terms
Motorists are aware of the 20km past a stopped school bus rule	<ul style="list-style-type: none"> ▪ Work with schools to deliver media and education campaigns to raise awareness
To promote vehicle safety in particular around tyres to assist with driving in wet.	<ul style="list-style-type: none"> ▪ Promotion of correct tyre pressures and tread through Facebook/advertising and workshops. ▪ Promotion of 'star rating' of vehicles at young driver workshops

Young Drivers

Objective	Action 20/21
To provide education and young driver training to young drivers and their mentors	<ul style="list-style-type: none"> ▪ To deliver education training days in conjunction with neighbouring Councils, targeting learner and restricted drivers ▪ To support learner licence programmes in the district by training facilitators and supporting with resources
To support SADD in Schools	<ul style="list-style-type: none"> ▪ Support SADD in Secondary schools with their activities and assist with resources. ▪ Coordinate/support and present at Regional SADD workshop

Alcohol/Drug Impaired Driving

Objective	Action 20/21
To reduce community tolerance of drink driving	<ul style="list-style-type: none"> ▪ Deliver/Support drink driver promotional campaigns including a Christmas campaign and Sports Club campaign ▪ Develop a sober driver workshop to be delivered to businesses at tool box meetings ▪ To deliver driver distraction sessions at young driver workshops and on social media ▪ Support recidivist drink drive programmes with funding

Intersections

Objective	Action 20/21
Reduce the number of injury crashes at intersections	<ul style="list-style-type: none"> ▪ Work alongside Engineers to identify intersections with a high crash record and promote solutions. Highlight at local RSAP meetings if required ▪ Develop advertising material and Facebook posts for information campaigns ▪ Workshops on 'give way' rules for young drivers ▪ Support Age Concern to deliver workshops for senior drivers.

Driver Fatigue

Objective	Actions 20/21
Motorists travelling through the district are aware of the dangers of driver fatigue.	<ul style="list-style-type: none"> ▪ Fatigue stops targeting Skiers on SH39 Pirongia and Ngahinapouri ▪ Advertising campaign

Motorcyclists

Objective	Action 20/21
To provide skill training days	<ul style="list-style-type: none"> ▪ Co-ordinate skills training days in conjunction with neighbouring Councils
To support other providers such as ACC	<ul style="list-style-type: none"> ▪ Work with ACC to see where support can be lent ▪ Promote ACC 'Ride forever' courses ▪ Support ACC's motorcycle awareness month (October)

Cycling

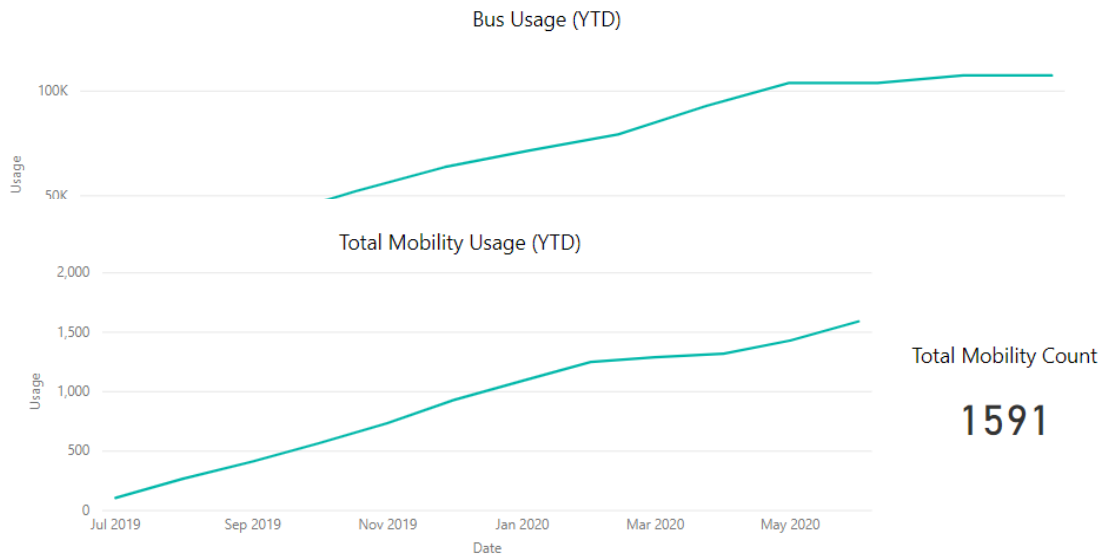
Objective	Action 20/21
Motorists are mindful they are sharing the road with cyclists.	<ul style="list-style-type: none"> ▪ Refresh cycle billboards on cycle routes ▪ Promote cycle safety for innovating streets project
Cyclists are mindful of safe cycle behaviour on roads	<ul style="list-style-type: none"> ▪ Work with Sport Waikato and the Regional Cycle Strategy to organise and obtain outside funding for cycle skills training for school students.
Cyclists are visible on our roads	<ul style="list-style-type: none"> ▪ Visibility Campaign with Facebook, media, and promotions.

Restraints

Objective	Action 20/21
To raise the level of correctly restrained children in the district	<ul style="list-style-type: none"> ▪ Co-ordinate with Police, and car seat technicians, child restraint checkpoints/clinics ▪ Work with Regional Council to encourage early childcare centres to have 'Ruben the Road Safety Bear' visit
Improve the number of adults restrained	<ul style="list-style-type: none"> ▪ Media campaign, billboards

3.4 Passenger Transport

A new timetable started on 20 January 2020 for our bus services, which added an extra service each evening so that the last bus leaves the Hamilton Transport Centre later. This initially provided opportunity for more commuters and bus use did see an upward trend before Covid-19 impacted at the end of March. The graph below shows all bus use for the year to 30 May and the significant impact of Covid on bus use through April and May. Bus use has not yet fully picked up again to pre-Covid-19 levels.



3.5 Total

Mobility

The Total Mobility tax scheme started in May 2019. It provides financial assistance, giving registered users (people with disability) a 50 per cent discount on taxi fares up to a maximum subsidy of \$12.50 per trip for Waipa residents.

The graph below shows service use for the financial year.

4 Waste Minimisation Activities

See Appendices 1 and 2 for a summary activities completed in 2019/20 and those proposed for 2020/2021. Sally Fraser, Waste Minimisation Officer, will be in attendance at the August Service Delivery Committee meeting to provide further details on the proposed programme.

Projects

Education Tours held at the Recycling Sorting Centre

Over 100 registrations from the community. Tour was in two parts at two locations to double the amount of people able to participate in the day.

Example of Feedback

Hi Sally,

It was great to participate in the recycling tour this morning, thank you so much for all your efforts in putting it together for us.

Both your information session and the recycling plant visit were very educational, and I can put even more effort into my future purchases and use of products with a view to more sustainable living.

My parents were very excited for me to pass on all the useful information I learned, we'll all be doing our best from now on!

Kindest regards, and thank you to all the team for the wonderful job you're doing,

Debbie

Training and professional development

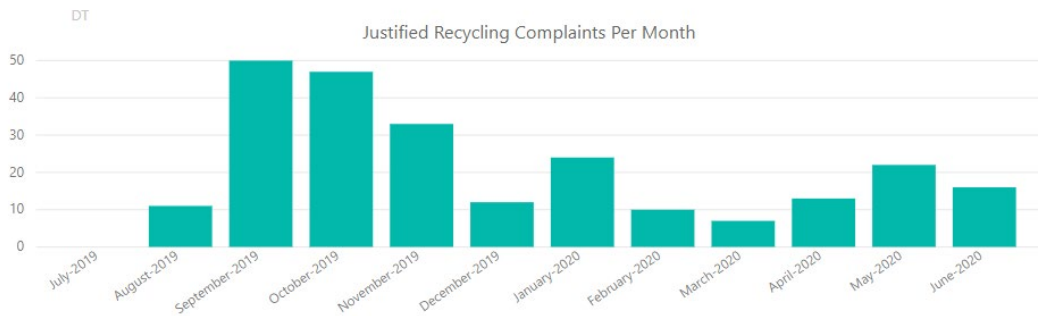
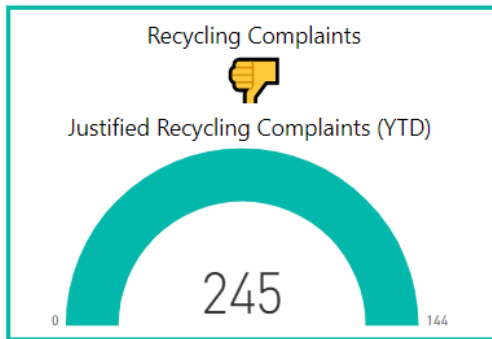
Waipa Waste Minimisation Officer attended WasteMINZ conference and participated in the Territorial Authority Day discussions with the Ministry and attend presentation on the upcoming container deposit scheme (10c back on drink containers), the circular economy, social change and the waste levy.

5 Levels of Service & Performance Measures

5.1 CRMs – Roading Service & Recycling Complaints

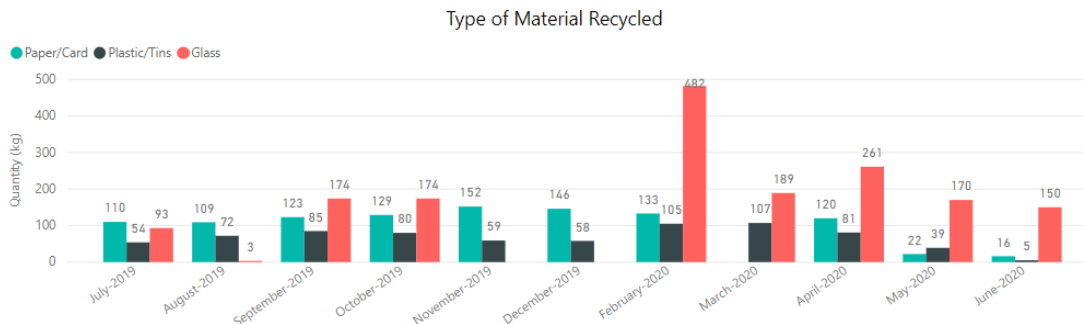
Responses to recycling CRMs have been hampered by the very high number of calls through the roll-out of new bins and collections. Responsiveness should continue to improve as the service beds in.

5.2 Recycling Complaints

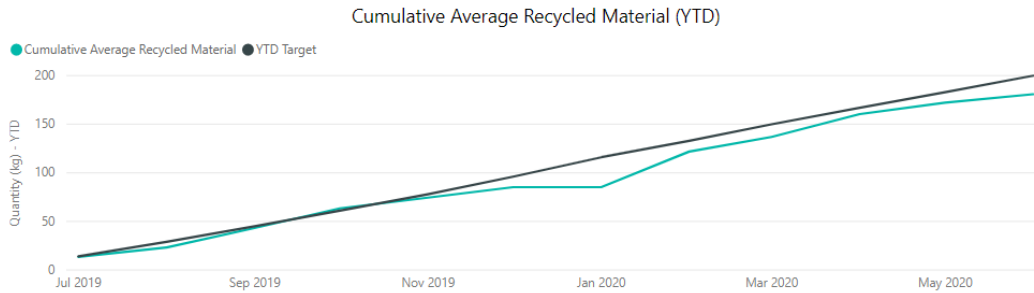


The large volume of customer calls and issues through the new recycling service roll-out means we did not meet the normal year target for a maximum of 144 justified complaints. In recent months common issues have been that the bin or street has been missed in the collection. Typical reasons for this include, bins put out after the collection, bins hidden behind parked vehicles, new subdivision streets not yet included on the collection route, new drivers unfamiliar with route stops at end of seal or at a street change, or unaware that the street continues beyond a threshold. There have also been delays in getting bins for new properties. The original bulk bin provider is having difficulty supplying small volume new bin orders and we are looking to alternate suppliers. Note that many Councils are moving to wheelie bins and this is likely putting a strain on bin manufacturers.

5.3 Waste Minimisation – Recycling Volumes



Glass volumes are lumpy given that they are collected and stockpiled and not sent for recycling and weighing until sufficient quantities make transportation economically viable . During the Covid period a lot of material collected was contaminated and therefore was landfilled.

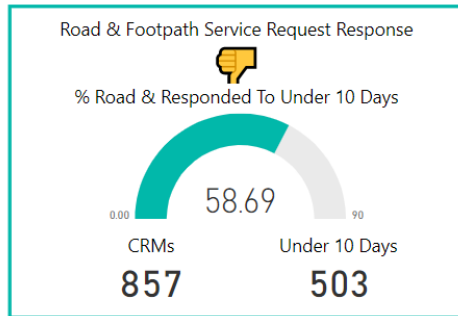


Year volumes are below target due to Covid disruption and landfilling of contamination.

5.4 Contractor – Road & Footpath Service Request Response

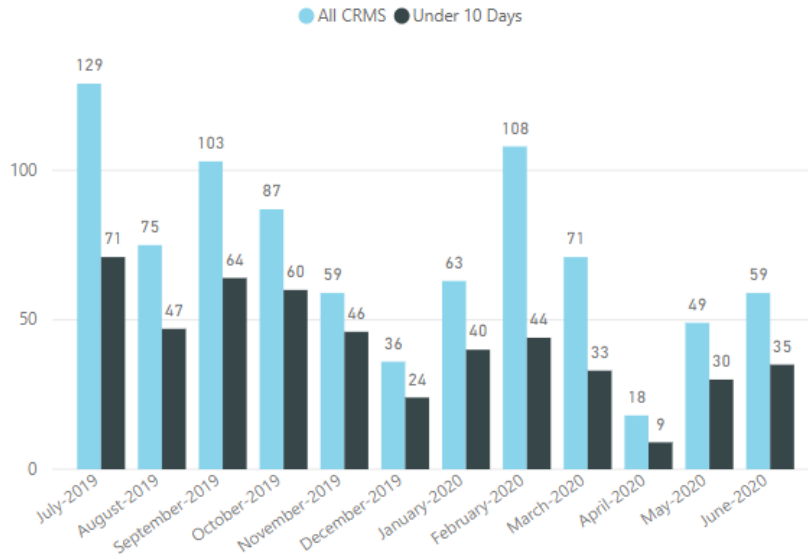
Road & Footpath Service Requests

The percentage of customer service requests relating to roads and footpaths responded to within the time frame specified in the long term plan



Staff have cleared a backlog of open CRMs in the system. Often work has been completed in good time but the CRM has not been closed off in the system. This is an internal systems and process issue we are working on to correct.

Median Response Time

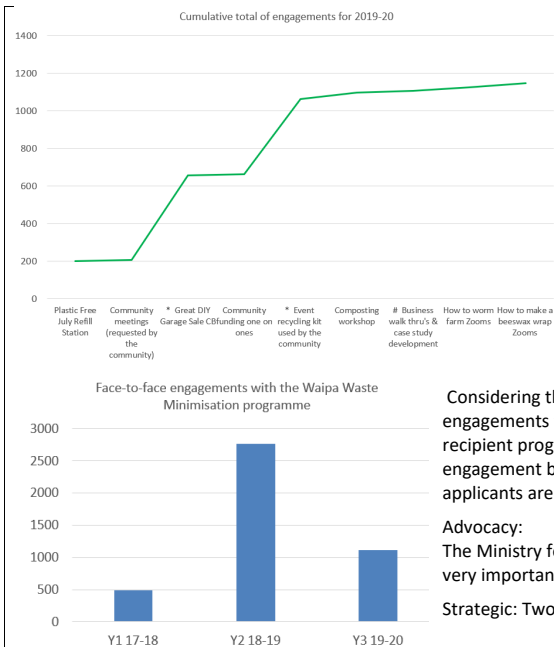


Bryan Hudson
MANAGER TRANSPORTATION

Approved by: Dawn Inglis
GROUP MANAGER SERVICE DELIVERY

APPENDIX 1

Waste Minimisation – Overview of Activities 2019/2020
(Document 10447638)



2019-20 Overview.

WMMP was adopted in Oct 2017. This is Y3 of our six year WMMP.
Y1 = italics Y2= plain Current year in bold.

Huge amount of WMO time and effort on the recycling wheelie bin roll out and supporting the new service at the start of the 19/20 financial year. This would equate to 100% of time until September/October. A large number of the CRMs about wheelie bins were assigned to the WMO and Transportation Administrator (see right – red line). The engagements on our Council Facebook were huge with this project and our online game has over 62,000 guesses of how to recycle an item. This workload has impacted the general waste minimisation work programme for the year. Higher delivery in recycling than previous years, and lower delivery in waste minimisation work.

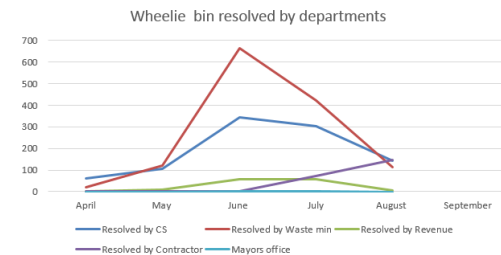
Following the focus on the new kerbside service in Q1, waste minimisation has good delivery through the 3rd quarter until Covid 19 hit. Pivoted into online educational opportunities for our residents while managing impacts on recycling service due to Covid 19. Events that needed to be postponed and will be rebooked at mutually conducive times during early 20/21 council year.


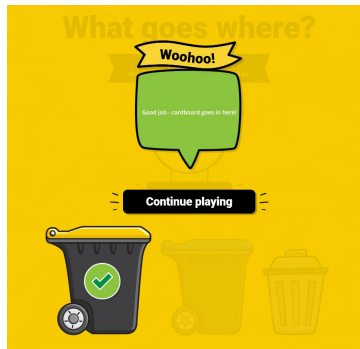
Considering these large impacts taking WMO’s BAU focus away from waste minimisation, the number of engagements with the community are still good (graph top left shows 1,144 engagements this year). These engagements are all face-to-face and are a mix of participatory events (e.g. DIY Garage Sale attendance), through to topic workshops, participants in funding recipient programmes and use of the “Borrow-recycle-return” small event waste minimisation kit. Though less than last year (see lower left) due to the focus on recycling service, it is a strong engagement base with our community. We do not capture online Facebook results for engagement around our recycling and waste minimisation posts. Many of the successful funding applicants are still in the planning phase so their engagement numbers will start to flow through in the coming year also.




Advocacy:

The Ministry for the Environment has had a large work programme progressing through this past year, opening three opportunities for councils to participate in consultation, each of these are very important and will have large impacts for council and waste minimisation outcomes. WMO worked with cross regional (BOPRC and WRC) on submissions on these topics.

Strategic: Two LTP projects were also submitted, first steps in a new directions for Waipa District Council around waste minimisation.

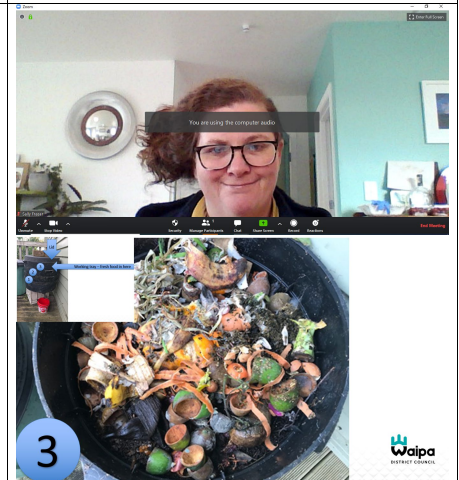


		New or existing action	WMMP time-frame	Status update	Deliverables/progress/milestones	
GOAL 1. Reduced waste and increased resource recovery.	A1. Continue existing kerbside recycling	Existing action & new action	By 2023	Very high delivery.	<ul style="list-style-type: none"> KPIs are all well within approved ranges Quite stable end to the old contract with Smart Environmental Manufactured 44,000 wheelie bins and delivered to all residential dwellings in the district New fleet of trucks, new service methodology, routes and technology established for 1 July start to new service. <p>New wheelie bin service deliverables:</p> <ul style="list-style-type: none"> Developed (with Comms) full, in-depth and high quality education rolled out about the wheelie bin service and what can and can't be recycled in Waipa. Included truck wraps, radio, newspaper, media releases, Facebook and videos. Wheelie bins delivered to 22,000 households and new improved wheelie bin service started in July 2019. Managed “missed” deliveries process for next 8 weeks. Developed online game to test people on the new system – very successful with over 4,400 “games” played, and over 62,000 guesses (each game has 15 guesses). CI and CRM systems updated to support new system. Facilitated education for Customer Servicers team on Wastedge tracking system. Managed the Assisted Service applications and approvals process. Continued education around common errors the community are making with their bins, contamination and collecting on public holidays. Paid for an education space at the sorting centre to be used for education around recycling. <p>Created and launched the “Borrow, recycle, return” kit for schools and small events. Allows them to set up waste minimisation stations.</p> <p>Created fun book of activities for kids to do at home during Covid 19 lock down about recycling.</p>	 

	A2. Continue providing litter bins and collecting illegal dumping.	Existing	Ongoing	Good delivery.	<ul style="list-style-type: none"> Managed by Transportation Team Leader. Process set for CRMs to go to Compliance Team first to see if investigation possible. Then quick service from contactors on cleaning up illegal dumping. Contractors provide quick clean-up of dumped materials. Litter bins in place across district. Shared research and successful projects presented at a conference to wide Council staff group who are responsible for illegal dumping (Transportation Management, Comms and Enforcement). Regans signs? Jenny any data to add here? 	
	A3. Advocate for increased producer responsibility.	Existing	Ongoing	Good delivery.	<ul style="list-style-type: none"> Ongoing – WMO participated in WasteMINZ forums, surveys etc. Mayor signed letter in 2017 to support action on plastic bags. WMO voted at TA Forum on topics included in the Waste Manifesto that went to the new Government on behalf of TLA across NZ. Waipa reps supported the waste minimisation remits at LGNZ which included product stewardship and increased producer responsibility. WMO and team consulted on the MfE phase out of plastic bags (2018/19). CEO supported three waste minimisation LGNZ remits (2018) Participated in development of Waikato and BOP combined s.uporttive submission to MfE on six priority product stewardship scheme. (Aug 2019) Participated in regional hui on Standardising of Recycling in NZ (May 2020) 	
	A4. Investigate options to support businesses to reduce waste and increase recycling	New	By 2020	Good delivery.	<ul style="list-style-type: none"> Created an entry level, broadly applicable guide to help organisations start to look at how to reduce their waste. Funded an evening hosted by the Te Awamutu Chamber of Commerce where Mainstream Green introduced the above guide, had a facilitated discussion and had several local businesses share their stories on how they have had success in reducing their own waste. Offered business specific waste minimisation funding. Two applications received, both supported. Focusing on refilling waster bottles and reusable cloth shopping bags. Local businesses profiled in Nourish Magazine advertorial, circulation 60,000. Supported two “walk throughs” with local businesses (in addition to four already completed in previous years). Each gets a personalised one-pager of recommendations for next actions. After time, when we can capture some results, developing short case study to inspire similar businesses. Stakeholder relationship building with CB Chamber of Commerce and planning an introduction event about business waste minimisation. 	
GOAL 2. Collect waste information for informed decision making.	A5. Update bylaw	New	By 2020	Complete.	<ul style="list-style-type: none"> Went out for consultation 14 June – 20 July. Letters to interested industries (construction and waste operators). Waste operators had a workshop. 7 submissions received. One person spoke in support at hearing. No changes recommended. Formally adopted Sept 2018. 	<p>Current bylaws</p> <p>The following bylaws have been made in accordance with the Local Government Act and other relevant legislation to control specific activities within the district:</p> <p>Bylaw documents</p> <ul style="list-style-type: none"> Cemeteries Bylaw 2011 (amendments 2018) Land Drainage and Stormwater Bylaw 2008 (effective until 29 September 2019) Dog Control Bylaw 2015 Fire Control Bylaw 2015 Maukataniwhi Scenic Reserve Bylaw 2007 Public Places Bylaw 2018 Public Places Health Control Bylaw 2015 Solid Waste Management and Minimisation Bylaw 2018 Trade Waste Bylaw 2011 Wastewater Drainage Bylaw 2011 Water Supply Bylaw 2013 Speed Limits Bylaw 2016 (effective until 3 November 2019) Speed Limits Bylaw 2019 (effective from 4 November 2019) Stormwater Bylaw 2019 (effective from 30 September 2019)
	A6. Introduce a licencing system for operators.	New	By 2020	Underway	<ul style="list-style-type: none"> BOP LASS is leading this work on behalf of themselves and Waikato LASS. Project to complete licencing regionally is scoped out. Waipa rep to Waikato LASS supported progressing this project. This will not be completed by 2020 but participating cross regionally will give a better outcome, so will keep supporting the project. Still ongoing. 	

	<p>A7. Complete compositional waste audit every three years.</p>	<p>New</p>	<p>By 2020</p>	<p>Completed Nov 2017. Next one due this calendar year.</p>	<ul style="list-style-type: none"> • <i>This was the very first solid waste audit for Waipa District Council and keeps us compliant with MfE funding allocation requirements.</i> • Another planned for early 2020. Delayed due to Covid 19. Plan for another by end of 2020-21 year. Over the next decade will repeat these audits in different seasons to build a year long picture of our domestic waste. 	<table border="1"> <caption>Waste Composition Data</caption> <thead> <tr> <th>Category</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Food waste</td> <td>37%</td> </tr> <tr> <td>Plastic</td> <td>15%</td> </tr> <tr> <td>Paper</td> <td>13%</td> </tr> <tr> <td>Nappies and sanitary</td> <td>13%</td> </tr> <tr> <td>Textiles</td> <td>5%</td> </tr> <tr> <td>Metal (tins, cans and scrap)</td> <td>4%</td> </tr> <tr> <td>Green waste</td> <td>4%</td> </tr> <tr> <td>Glass</td> <td>2%</td> </tr> <tr> <td>Rubble, timber, rubber, potentially hazardous, unidentifiable organic gunge.</td> <td>7%</td> </tr> </tbody> </table>	Category	Percentage	Food waste	37%	Plastic	15%	Paper	13%	Nappies and sanitary	13%	Textiles	5%	Metal (tins, cans and scrap)	4%	Green waste	4%	Glass	2%	Rubble, timber, rubber, potentially hazardous, unidentifiable organic gunge.	7%
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Green waste	4%																									
Glass	2%																									
Rubble, timber, rubber, potentially hazardous, unidentifiable organic gunge.	7%																									
<p>GOAL 3. Connect with our community by developing collaborative relationships.</p>	<p>A8. Establish a Community Waste Forum.</p> <p>This action doesn't meet Council needs at this time. This action was to support community engagement in the Resource Recovery Center. That project is several years off.</p> <p>Focus has been boarder GOAL 3.</p>	<p>New</p>	<p>By 2018</p>	<p>Underway in a different way.</p>	<p>WMO has created great connections with the community, examples are:</p> <ul style="list-style-type: none"> • <i>Sought out community partners to co-host worm farming workshops. One group has since successfully applied for funding and is running a whanau worm farm bank.</i> • <i>Have over 400 people on an email list from attendees at events.</i> • <i>Regularly have my events shared to other waste minimisation groups Facebook pages.</i> • <i>Know what's going on and who is involved, I am regularly able to connect one person or group to another person or group to help solve problems or share experiences.</i> • <i>Held first waste operators stakeholders meeting.</i> • <i>Sent community members on education tours of Xtreme Zero Waste, to Para Kore Hui and Resource Recovery Training.</i> • <i>WMO always available to provide advice, resources, links to others.</i> • Have connected well with community on projects, but not formulated a group. • In terms of networking with the community, this would be an area of high delivery. I am well connected with groups, individuals and businesses working in the resource recovery and waste minimisation space and am able to connect people and bring people together. 																					

<p>A9. Joint working, partnerships, co-operate with other councils</p>	<p>Existing</p>	<p>Ongoing</p>	<p>Very high delivery.</p>	<ul style="list-style-type: none"> • Continuing - Participate in the Sub Regional Waste Awareness Group (SWAG) regularly. This group delivered four articles in the Nourish Magazine and several videos that are hosted on our website. We also hosted a Waste 101 introduction to elected members. • Co-funded two projects with Hamilton City Council. • Mentoring WMO from Ruapehu District Council and other close small councils. • Sharing information on projects with contacts at local councils, and nationally through networks. Continuing. • WMO is on the Council working group for the national food waste campaign Love Food Hate Waste and for Plastic Free July in 2020 - due to Covid 19 their 2020 topic needed to change and they adopted my idea and have adapted it for national rollout. • Work with Waipa Libraries and Museum to fund and support projects that deliver dual benefits. • Gathered a lot of information from other councils to inform decision making on the wheelie bin project. • Attend and contribute to the Waste Liaison Network of councils from Waikato and BOP. • Fund our share into the WasteMINZ collaborative fund. Active on voting on direction of that fund. • Collaborated with local CB business to allow first location for re-filling of products. Combined with two community events focused on refilling. • Also successful in getting a behaviour change focused online learning project about reducing every day reliance of plastics 3 4 6 & 7 funded from the WasteMINZ collaborative fund (\$11K value). • WMO presented with two different community members of collaborative projects (a marae and building firm) at WasteMINZ conference in 2019. • Participated in development of Waikato and BOP combined supportive submission to MfE on expanding and increasing the Waste Levy (Jan 2020) • Attend TAO day at annual WasteMINZ conference and participated in binding voting. • Sat on HCC's funding assessment panel, and had a HCC waste min expert sit on ours.
<p>A10. Continue to support waste education including working with farms and businesses to achieve waste reduction.</p>	<p>Existing, expanded to new areas</p>	<p>By 2020</p>	<p>Good delivery.</p>	<p>Community based education: The events were a mix of free, or subsidised ticket cost. Some were funded from the Community Fund, delivered by contractors and supported by WMO and some delivered directly by WMO. These are educational based events e.g. compost workshop, rather than participatory based events e.g. DIY Garage Sale</p> <p><i>Y1 491 people attended 21 education events.</i> <i>Y2 272 people attended 7 education events.</i> Y3 50 people attended 7 education events. Lower due to high level of staff time dedicated to wheelie bin project and scheduled events postponed due to C19.</p> <p>Summary of events:</p> <ul style="list-style-type: none"> • 2X worm farming workshops • 1X composting workshops <p>School based education: Annual plan funded a continuation of Xtreme Zero Wastes' 4 –step programme for 10 Waipa Schools. Excellent feedback from parents, school management and teachers.</p>



	A11. Continue the Waste Minimisation Community Fund.	Existing	Ongoing	Good delivery.	<p>Y1 \$16,897 allocated to five different projects. Y2 \$32,449 allocated to eleven projects. Y3 \$36,244 allocated to nine projects. Over-subscribed (\$61K). Quality of the projects much higher this year. Looking to pull funding round open dates to align delivery of projects to Council year over next 3 years in collaboration with HCC.</p>	
	A12. Promote composting and other ways to reduce food waste.	New	By 2023	Good delivery.	<p><i>Progressing well. As reported above</i></p> <ul style="list-style-type: none"> • 3X worm farm workshops held with 150 participants. • 4X food lovers master classes. • The Sharing Shed is also supporting food waste reduction. • Food rescue (food that is not good enough to sell but is good enough to eat). <p><i>Funded Kaivolution to start work making connections between food donors and food recipient organisation. One perfect match between Countdown TA and Kainga Aroha House.</i></p> <ul style="list-style-type: none"> • Sharing Shed started in Pirongia. • 1 X food lovers master classes. • 2 X food waste rescue community meetings co-hosted with Kaivolution. Redistribution started in Cambridge. • Promoted "Easy Choice Healthy Kai" cookbooks with good uptake. These are to assist larger families to plan, make a list, shop and cook healthy meals with no food waste. Over 200 cookbooks posted out and 250 downloaded. • Supported Love Food Hate Wastes audit in Waipa. • Funded worm farms for Maungatautari Sanctuary Mountain to help them deal with visitor food waste. • Co-hosted with Cambridge Community Garden a composting workshop (Sept 19) • Hosted two zoom worm farming workshops 	<p>BE IN TO WIN THE FULL SET UP!</p>  <p>PLUS 2,000 new worms couriered out to you! Value of \$165.</p>  <p><small>Waipa</small></p>
GOAL 4. Effective waste services and facilities.	A13. Investigate and develop resilient access to waste infrastructure and processing facilities within the Waikato region that minimise the impact of external market fluctuations and provide sustainable waste services.	New	By 2023	No progress to date.	<ul style="list-style-type: none"> • Keeping abreast to see the direction central government takes to help the recycling crisis. Continuing. • New recycling contractors Metallic Sweeping have bought land and are building a recycling sorting centre in Te Awamutu. Once operational it is hoped the public can drop off their recycling here. • Started to work on a Disaster Waste Management Plan in conjunction with Emergency Management. 	
	A14. Resource Recovery facilities are investigated and developed, pending feasibility studies.	New	By 2023	Underway	<ul style="list-style-type: none"> • This will be looked at in Y3 or Y4 of this WMMP. No update, awaiting LTP decision. • Govt is also creating a list of all landfill and clean fill sites to apply the levy to. When released this will be interesting information for us. 	
	A15. Improved access to hazardous waste disposal.	New	By 2019	No progress to date.	<ul style="list-style-type: none"> • Data showed this was a very small percentage of our domestic waste (below). • Will monitor future trends from SWAT. <p>1.6% of the waste stream (0.14kg) in pre-paid bags. Less than 0.5kg in both wheelie bin sizes No update. Watching this space, found out costs, volumes and participant numbers from well organised and run event by Auckland Council. Disappointing results for high cost (that we don't have the budget for).</p>	

APPENDIX 2

Waste Minimisation – Planned Activities 2020/2021
(Document 10447634)

		New or existing action	WMMP time-frame	Planned activities for 2020-21
GOAL 1. Reduced waste and increased resource recovery.	A1. Continue existing kerbside recycling	Existing action & new action	By 2023	Focus on contamination education with the community. Communication plan based national waste and recycling audit findings and our developing local data bank.
	A2. Continue providing litter bins and collecting illegal dumping.	Existing	Ongoing	Maintain level of service.
	A3. Advocate for increased producer responsibility.	Existing	Ongoing	Take any opportunities presented while MfE develop the container deposit scheme (like old “cash for cans” where a redeemable deposit is paid for when purchasing drink containers) for national roll out.
	A4. Investigate options to support businesses to reduce waste and increase recycling	New	By 2020	<ul style="list-style-type: none"> Funding the Cambridge Chamber of Commerce to run and intro to waste minimisation event. Continue to support businesses through their waste minimisation journeys and complete case studies once results are seen.
GOAL 2. Collect waste information for informed decision making.	A5. Update bylaw	New	By 2020	Completed. No further action needed.
	A6. Introduce a licensing system for operators.	New	By 2020	BOP LASS is leading this work on behalf of themselves and Waikato LASS. Currently looking at: <ul style="list-style-type: none"> Delegations Detailed matrix of roles and responsibilities Draft protocol covering data, terminology, and definitions Procurement
	A7. Complete compositional waste audit every three years.	New	By 2020	2 nd solid waste audit planned for the week starting 28 th Sept 2020.
GOAL 3. Connect with our community by developing collaborative relationships.	GOAL 3. Connect with our community by developing collaborative relationships.	New	By 2018	A continual focus is meeting and connecting those with an interest in waste and waste minimisation in our district. Deliverable for 2020: <ul style="list-style-type: none"> Focus on working closer with our refuse companies. Supplied display boxes and free “No Advertising Mail” stickers to 10+ businesses and community locations across the district to allow more households to access this resource to reduce unwanted paper junk mail. Fund Mainstream Green to run two events that serve as fundraisers with local schools by speaking on zero waste living. Reusable menstrual products project links Kate Meads, Plastic Free Cambridge Group and local secondary schools. Redesign our online recycling game to suit large scale events partnering with hosts and other stakeholder. Partner with the Te Awamutu Community Board on the “Great DIY Garage Sale” event in Te Awamutu.
	A9. Joint working, partnerships, co-operate with other councils	Existing	Ongoing	<ul style="list-style-type: none"> Contribute financially to the WasteMINZ collaborative fund and vote on national priorities and projects for that budget to deliver on. WMO on national <i>Love Food Hate Waste</i> working group and contribute financially to the national project. Create Nourish Magazine articles (done with WDC, WRC and HCC), Waipa WMO did a two page spread for Plastic Free July in 2020. Participate in regional and cross regional waste meetings. Hosting this meeting in Waipa in Aug 2020. Attend webinars as appropriate when hosted by WasteMINZ or the Ministry.
	A10. Continue to support waste education including working with farms and businesses to achieve waste reduction.	Existing, expanded to new areas	By 2020	<ul style="list-style-type: none"> 6 X Plastic Free July events [completed]. Over 700 face-to-face conversations with the community over these events. Gave out 700 items that can get rid of one type of single use plastic from our everyday lives. Hosting a rural waste “one stop shop” event with Agrecovery (lead agency) in early 2020. Make your own moisturiser workshop. Working with HCC and WRC on building and construction waste ideas (Civil Share App launch TBC).
	A11. Continue the Waste Minimisation Community Fund.	Existing	Ongoing	2020 fund Open 3 August – closes 14 Sept. Having two drop in sessions: <ul style="list-style-type: none"> TA Library Community Space – 10-12am Weds 12th Aug Waipa Council (Cambridge) reception meeting room 1-3pm Thurs 13th Aug Continue to support and follow up with previous recipients until funds are utilised and final reports are received.

	A12. Promote composting and other ways to reduce food waste.	New	By 2023	Working on project to start assessing what a food scraps collection service could look like and cost for Waipa. Project is currently in the LTP. Looking at what is working and what could be improved in other council areas who are doing food scraps collections.
GOAL 4. Effective waste services and facilities.	A13. Investigate and develop resilient access to waste infrastructure and processing facilities within the Waikato region that minimise the impact of external market fluctuations and provide sustainable waste services.	New	By 2023	Working on a Disaster Waste Management Plan. So we have a plan in place to help handle waste as efficiently as possible in the case of the larger scale natural disaster. In conjunction with Emergency Management.
	A14. Resource Recovery facilities are investigated and developed, pending feasibility studies.	New	By 2023	Project plan in the LTP this year to develop a resource recovery centre in the district.
	A15. Improved access to hazardous waste disposal.	New	By 2019	No actions planned for this year.

SERVICE DELIVERY COMMITTEE REPORT



To: The Chairperson and Members of the Service Delivery Committee
From: Manager Water Services
Subject: **THREE WATERS REFORM PROGRAMME**
Meeting Date: 18 August 2020

1 EXECUTIVE SUMMARY

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

In recent weeks, a Three Waters Steering Committee (a joint committee between local government and central government representatives) has been formed to provide oversight and guidance to support progress towards reform, and to assist in engaging with local government, iwi/Māori and other water sector stakeholders on options and proposals. The Steering Committee comprises independent chair Brian Hanna, local government mayors, chairs and chief executives, representatives of Local Government New Zealand and the Society of Local Government Managers, officials and advisors from the Department of Internal Affairs, Taumata Arowai, and the Treasury. The Government has indicated that its starting option for Three Waters Reform is favouring public multi-regional asset owning models for water service delivery to realise the benefits of scale for communities and reflect neighbouring catchments and communities of interest. There is an indicated preference that entities will be in shared ownership of local authorities.

In the last few weeks the Government has made a further announcement to provide funding (\$761 million) for a post-COVID-19 stimulus to maintain and improve water networks infrastructure, and to support a three-year programme of reform of local government water services delivery arrangements. Of this sum, \$50 million will be allocated to Taumata Arowai. The remaining funding will be made available immediately to those councils that sign up to the Memorandum of Understanding (MoU) and associated Funding Agreement and Delivery Plan for the first stage of the Three Waters Services Reform Programme. Indications are that the funding will be a grant (not a loan), and allocated on a population/land area basis for each local authority, and that this will be made available to those local authorities that sign up as early as September 2020, with an expectation that the funds are fully utilised in this year on maintenance and operations activities. This is a “good

faith” funding offer on the basis that in signing the MoU, local authorities are prepared to engage and participate in the process, but any outcomes will not be binding.

This is an opportunity to join at a thought leadership level and be involved in the design of the future service delivery entity.

Approval is now sought for Council to enter into the MoU, and authority to be delegated to the Chief Executive to be the primary point of contact, decision maker regarding regional allocation and signatory on the Funding Agreement.

The following appendices accompany the report:

- Appendix 1 - Model Memorandum of Understanding Three Waters Services Reform (Department of Internal Affairs template) (*document 10432960*)
- Appendix 2 – Funding Agreement (*document 10445872*)
- Appendix 3 – Delivery Plan (Early Draft – Indicative only) (*document 10445867*)
- Appendix 4 – Legal Opinion (*document 10445884*)
- Appendix 5 – Steering Committee information

2 RECOMMENDATION

That

- a) *The report titled Three Waters Reform Programme (document number 10434141) of Martin Mould, Manager Water Services, be received;*
- b) *The Service Delivery Committee approves Council entering into a Memorandum of Understanding (MoU) with the Sovereign in right of New Zealand acting by and through the Minister of Local Government (the Crown) to set out the principles, objectives and funding arrangements that the Parties (Council and the Crown) agree will underpin their ongoing relationship to support the improvement in three waters service delivery for communities with the aim of realising significant public health, environmental, economic, and other benefits over the medium to long term, in the form of the Model MoU attached to this report as Appendix 1 (document number 10432960);*
- c) *The Service Delivery Committee agrees to nominate the Chief Executive and the Group Manager Service Delivery as the primary points of communication for the purpose of the three waters service delivery reform programme and MoU (as referred to on page 6 of the MoU);*
- d) *The Service Delivery Committee notes that the three waters service delivery reform programme MoU and Funding Agreement cannot be amended or modified by either party, and doing so would void these documents;*
- e) *The Service Delivery Committee notes that participation in the initial stage of the three waters service delivery reform is to be undertaken in good faith, but this is a*

non-binding approach, and that Council can opt out of the reform process at the end of the term of the agreement (as provided for on page 5 of the MoU);

- f) The Service Delivery Committee notes that the Council has been allocated \$3.41M of funding, which will be received as a grant as soon as practicable once the signed MoU and Funding Agreement are returned to the Department of Internal Affairs, and a Delivery Plan has been supplied and approved (as described on page 5 of the MoU);*
- g) The Service Delivery Committee notes that the Delivery Plan must show that the funding is to be applied to operating and/or capital expenditure relating to three waters infrastructure and service delivery and which:

 - a. Supports economic recovery through job creation, and*
 - b. Maintains, increases, and/or accelerates investment in core water infrastructure renewal and maintenance**
- h) The Service Delivery Committee agrees to delegate decisions about the allocation of regional funding to the Chief Executive, with the understanding that the minimum level of funding to the Council be based upon the formula used to calculate the direct council allocations, and noting that participation by two-thirds of territorial authorities within the Waikato region is required to access the regional allocation;*
- i) The Service Delivery Committee delegates authority to the Chief Executive to approve and execute the Memorandum of Understanding on behalf of Council;*
- j) The Service Delivery Committee notes the draft Funding Agreement (document number 10445872) and Delivery Plan (document number 10445867) for submission to the Crown Infrastructure Partners to secure funding for Waters Projects in the 2020/2021 year and delegates the final approval of these documents to the Chief Executive; and*
- k) Staff provide quarterly reports to the Committee on the progress made on the projects contained in the Delivery Plan approved by the Crown Infrastructure Partners.*

3 OPTIONS AND ASSESSMENT

Decision making

In entering into this MoU with the Crown, Council is indicating a wish to participate in on-going discussions regarding the future delivery of Waters services in Waipā. The outcome of these discussions are a non-binding, good faith process; but do provide a significant level of funding for Waipa District Council to invest in Waters activities (maintenance, renewals or capital improvement projects).

Financial/risk considerations

Whilst participation in this programme is non-binding, there is an expectation that Council will be a willing and active participant in reform discussions with the Crown.



Martin Mould
MANAGER WATER SERVICES



Approved by Dawn Inglis
GROUP MANAGER SERVICE DELIVERY

SUPPORTING INFORMATION: ASSESSMENT OF PROPOSAL

1 Statutory and policy requirements

Legal and regulatory considerations

Consultation and Engagement

The Department of Internal Affairs has confirmed that the signing of this MoU does not trigger any significance policy requiring a special consultative procedure. It is anticipated that there will be community interest in this work across New Zealand and that a communications plan will be developed to support councils.

Council policy or strategy

This proposal is not inconsistent with any current council policies or strategies as the MoU is not committing council to any further actions.

2 Background to proposal

Issues facing the three waters system, and rationale for reform

- Over the past three years, central and local government have been considering the issues and opportunities facing the system for regulating and managing the three waters (drinking water, wastewater, and stormwater).
- The Government Inquiry into Havelock North Drinking Water – set up following the serious campylobacter outbreak in 2016 – identified widespread, systemic failure of suppliers to meet the standards required for the safe supply of drinking water to the public. It made a number of urgent and longer-term recommendations to address these significant systemic and regulatory failures.
- The government’s Three Waters Review highlighted that, in many parts of the country, communities cannot be confident that drinking water is safe, or that good environmental outcomes are being achieved. This work also raised concerns about the regulation, sustainability, capacity and capability of a system with a large number of localised providers, many of which are funded by relatively small populations.
- The local government sector’s own work has highlighted similar issues. For example, in 2014, LGNZ identified an information gap relating to three waters infrastructure. A 2015 position paper, argued for a refresh of the regulatory framework to ensure delivery of quality drinking water and wastewater services, and outlined what stronger performance in the three waters sector would look like.
- Both central and local government acknowledge that there are many challenges facing the delivery of water services and infrastructure, and the communities that fund and rely on these services. These challenges include:
 - Underinvestment in three waters infrastructure in parts of the country, and substantial infrastructure deficits. For example, it is estimated that between \$300 to \$570 million is required to upgrade networked drinking water treatment plants to meet drinking water standards; and up to \$4 billion is required to upgrade wastewater plants to meet new consent requirements. These deficits are likely to be underestimates, given the variable quality of

- asset management data.
 - Persistent funding and affordability challenges, particularly for communities with small rating bases, or high-growth areas that have reached their prudential borrowing limits.
 - Additional investment required to increase public confidence in the safety of drinking water, improve freshwater outcomes, and as a critical component of a collective response to climate change and increasing resilience of local communities.
- COVID-19 has made the situation even more challenging. Prior to COVID-19, territorial authorities were planning on spending \$8.3 billion in capital over the next five years on water infrastructure. However, COVID-19 is likely to cause significant decreases in revenue in the short term. As a result, borrowing will be constrained due to lower debt limits that flow from lower revenues, and opportunities to raise revenue through rates, fees and charges will be limited.

Progress with three waters regulatory reforms

- Good progress is already being made to address the regulatory issues that were raised by the Havelock North Inquiry and Three Waters Review. The government is implementing a package of reforms to the three waters regulatory system, which are designed to:
 - improve national-level leadership, oversight, and support relating to the three waters – through the creation of Taumata Arowai, a new, dedicated Water Services Regulator
 - significantly strengthen compliance, monitoring, and enforcement relating to drinking water regulation
 - manage risks to drinking water safety and ensure sources of drinking water are protected
 - improve the environmental performance and transparency of wastewater and stormwater networks.
- Legislation to create Taumata Arowai had its third reading on 22 July 2020 and should be enacted shortly (to be updated once the Bill is enacted). This new Crown entity is currently being built, and will become responsible for drinking water regulation once a separate Water Services Bill is passed (anticipated mid 2021).
- However, both central and local government acknowledge that regulatory reforms alone will not be sufficient to address many of the persistent issues facing the three waters system. Reforms to service delivery and funding arrangements also need to be explored.

PROPOSAL – CENTRAL/LOCAL GOVERNMENT THREE WATERS REFORM PROGRAMME

Overview of proposed approach to three waters investment and service delivery reform

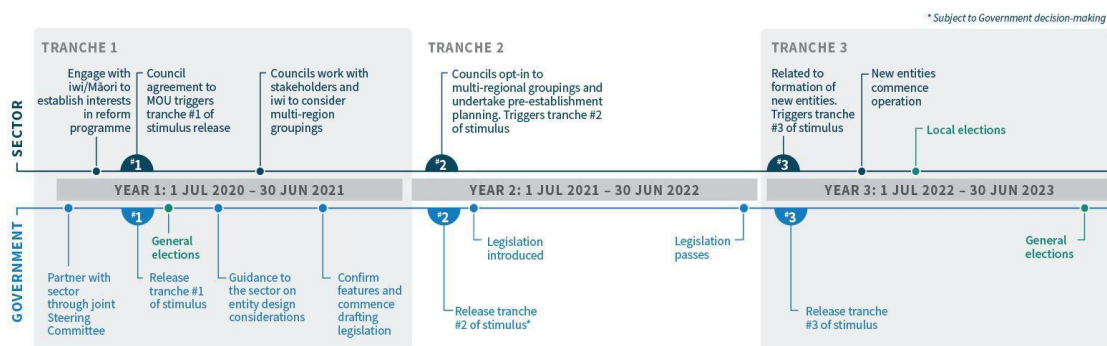
- At the recent Central/Local Government Forum, central and local government leadership discussed the challenges facing New Zealand’s water service delivery and infrastructure, and committed to working jointly on reform. A Joint Central/Local Government Three Waters Steering Committee has been established to provide oversight and guidance to support this work (further details are provided in Appendix 5).
- Central and local government consider it is timely to apply targeted infrastructure stimulus investment to enable improvements to water service delivery, progress service delivery reform in partnership, and ensure the period of economic recovery following COVID-19 supports a transition to a productive, sustainable economy.
- In July 2020, the government announced an initial funding package of \$761 million to provide post COVID-19 stimulus, support a three-year programme of reform of local

government water service delivery arrangements, and support the establishment and operation of Taumata Arowai.

- The reform programme is designed to support economic recovery, and address persistent systemic issues facing the three waters sector, through a combination of:
 - stimulating investment, to assist economic recovery through job creation, and maintain investment in water infrastructure renewals and maintenance; and
 - reforming current water service delivery, into larger scale providers, to realise significant economic, public health, environmental, and other benefits over the medium to long term.
- While the government’s starting intention is for publicly-owned multi-regional models for water service delivery (with a preference for local authority ownership), final decisions on a service delivery model will be informed by discussion with the local government sector and the work of the Joint Steering Committee.
- Further information on the reform objectives, and the core design features of any new service delivery model, are provided in pages 3 to 4 of the MoU at Appendix 1.

Reform process and indicative timetable

- As noted above, this is a three-year programme to reform three waters service delivery arrangements, which is being delivered in conjunction with an economic stimulus package of Crown investment in water infrastructure. The reform programme will be undertaken in stages.
- The initial stage is an opt in, non-binding approach, which involves councils taking the actions and signing the documents described below (MoU, Funding Agreement, and Delivery Plan).
- Councils that agree to opt in by the end of August 2020 will receive a share of the initial funding package.
- Any further tranches of funding will be at the discretion of the government and may depend on progress against reform objectives.
- An indicative timetable for the full reform programme is provided below. While this is subject to change as the reforms progress, and subject to future government budget decisions, it provides an overview of the longer-term reform pathway.



Allocation of the investment package

- The government has determined a notional allocation framework based on a nationally-consistent formula.
- The general approach to determining each authority's notional allocation is based on a formula that gives weight to two main factors:
 - The population in the relevant council area, as a proxy for the number of water connections serviced by a territorial authority (75 per cent weighting)
 - The land area covered by a local authority excluding national parks, as a proxy for the higher costs per connection of providing water services in areas with low population density (25 per cent weighting).
- The investment package is structured into two components:
 - A direct allocation to each territorial authority, comprising 50% of that territorial authority's notional allocation; and
 - A regional allocation, comprising the sum of the remaining 50% of the notional allocations for each territorial authority in the relevant region
- The relevant allocations for the Waikato region are:
 - \$3.41M (excluding GST) direct allocation for Waipa District Council
 - \$33.3M (excluding GST) regional allocation for Waikato region
- The purpose of the government's regional allocation is to establish collective participation by councils in the reform programme. Each regional group of councils has until 30 September to agree on how best to apportion the regional funds to the individual territorial authorities that make up the region.
- The Steering Committee has recommended a preferred approach to the allocation of regional funding, being the same formula that is used to determine the direct allocations to territorial authorities.
- Officers recommend delegating decisions about the allocation of regional funding to Garry Dyet, the Chief Executive of the Council, with the understanding that the minimum level of funding to the Council be based upon the formula used to calculate the direct council allocations, and noting that participation by two-thirds of territorial authorities within the Waikato region is required to access the regional allocation

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

- The initial stage of the reform programme involves three core elements:
 - Memorandum of Understanding (Appendix 1);
 - Funding Agreement (Appendix 2);
 - Delivery Plan (Appendix 3).
- Initial funding will be made available to those councils that sign the MoU, and associated Funding Agreement, and provide a Delivery Plan.
- This initial funding will be provided in two components: a direct allocation to individual councils, and a regional allocation. The participating councils in each region are required to agree an approach to distributing the regional allocation.
- The MoU is the 'opt in' to the first stage of the reform and stimulus programme. The MoU needs to be signed and submitted by the end of August 2020. The Funding Agreement and Delivery Plan need to be submitted by the end of September 2020, to access the stimulus funding,
- Councils that do not opt in by the end August 2020 deadline will not receive a share of the stimulus funding. Councils will still be able to opt in to the reform programme at a later date, but will not have access to the initial funding package, retrospectively.

Memorandum of Understanding

- A MoU has been developed by the Steering Group, for each council to enter into with the Crown. This is a standardised document, which cannot be amended or modified by either party.
- Signing the MoU commits councils to:
 - engage in the first stage of the reform programme – including a willingness to accept the reform objectives and the core design features set out in the MoU
 - the principles of working together with central government and the Steering Committee
 - work with neighbouring councils to consider the creation of multi-regional entities
 - share information and analysis on their three waters assets and service delivery arrangements.
- At this point, this is a voluntary, non-binding commitment. It **does not** require councils to commit to future phases of the reform programme, to transfer their assets and/or liabilities, or establish new water entities.
- The MoU is effective from the date of agreement until 30 June 2021, unless terminated by agreement or by replacement with another document relating to the reform programme.
- A legal opinion by Simpson Grierson, commissioned by SOLGM on behalf of the Steering Committee, advises that the MoU **does not** contain any explicit triggers for consultation under the Local Government Act 2002 (refer to Appendix 4).

Funding Agreement

- This Council has been allocated \$3.41M by the Crown, if it opts in to the reform programme. A further \$33.3M has been allocated to the Waikato Region to agree an appropriate distribution between participating Councils. This funding will be provided as a grant, which does not need to be repaid if the Council does not ultimately commit to reform at later stages of the process.
- There are several options for how the regional funding could be allocated between councils. The joint central-local government Three Waters Steering Committee preferred approach is to apply the same formula used to calculate the direct allocations. Under this approach, the Council would receive an additional \$3.41M share of the regional amount, contributing to a total funding allocation of \$6.82M.
- It is recommended that the Council delegates authority to the Chief Executive to agree an appropriate allocation with other participating councils, with the understanding that the Council share of the regional allocation should be \$3.41M at a minimum, noting that participation by two thirds of territorial authorities within the region is to access the regional funding. The Funding Agreement is one of the mechanisms for accessing the funding package. Like the MoU, it is a standardised document, for agreement between each council and the Crown. It cannot be amended.
- The Funding Agreement guides the release and use of funding. It sets out:
 - the funding amount allocated to the Council
 - funding conditions
 - public accountability requirements, including the Public Finance Act
 - reporting milestones.
- While there is some local flexibility around how the funding can be applied, the government has indicated that this investment is intended to support economic recovery, enable improvements in water service delivery, and progress the service delivery reform programme.

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

Delivery Plan

- The Delivery Plan is the other mechanism for accessing the funding package.
- This Delivery Plan must show that the funding allocation is to be applied to operating and/or capital expenditure relating to three waters infrastructure and service delivery, and which:
 - supports economic recovery through job creation; and
 - maintains, increases, and/or accelerates investment in core water infrastructure renewal and maintenance.
- The Delivery Plan is a short-form template, which sets out:
 - a summary of the works to be funded, including location, estimated associated costs, and expected benefits/outcomes
 - the number of people to be employed in these works
 - an assessment of how the works support the reform objectives in the MoU
 - reporting obligations.
- The Delivery Plan will be supplied to Crown Infrastructure Partners (and other organisations as agreed between the Council and Crown), for review and approval. Crown Infrastructure Partners will monitor progress against the Delivery Plan, to ensure spending has been undertaken with public sector financial management requirements.

Appendix 1

Model Memorandum of Understanding Three Waters Services Reform –
(Department of Internal Affairs template *document 10432960*)

MODEL

Memorandum of Understanding Three Waters Services Reform

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

[Territorial Authority]

Date

PURPOSE

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

BACKGROUND

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

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

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

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

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

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

PRINCIPLES FOR WORKING TOGETHER

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

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

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

REFORM OBJECTIVES AND CORE DESIGN FEATURES

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

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

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

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

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

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

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

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

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

FUNDING ARRANGEMENTS

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

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

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

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

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

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

FUTURE AGREEMENTS

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

PROGRAMME MANAGEMENT

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

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

TERM

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

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

INTERACTIONS, MONITORING, INFORMATION AND RECORDS

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

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

It is the responsibility of these representatives to:

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

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

CONFIDENTIALITY

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

DISPUTE RESOLUTION

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

.....
SIGNED on behalf of the Crown
by [insert name - DELETE TEXT]

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

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

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

.....
Witness signature

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

Witness address [insert address - DELETE
TEXT]

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Witness signature

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

Witness address [insert address - DELETE
TEXT]

Appendix 2

Funding Agreement (*document 10445872*)



FUNDING AGREEMENT

BETWEEN

DEPARTMENT OF INTERNAL AFFAIRS

AND

WAIPA DISTRICT COUNCIL

FOR

THREE WATERS SERVICES REFORMS

AGREEMENT

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

PART 1: KEY DETAILS

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

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

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

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

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

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

- 4 **Expenditure Programme(s)**

The Recipient may only use the Funding to complete the expenditure programme(s) described in the Delivery Plan (each an **Expenditure Programme**).
- 5 **Expenditure Programme Milestones and Completion Dates**

The Recipient is to complete the Expenditure Programme Milestones set out in the Delivery Plan to the satisfaction of DIA by the Completion Dates dates set out therein.
- 6 **End Date**

The End Date is 31 March 2022, or such later date determined by DIA in its discretion.
- 7 **Funding**

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 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 balance of the Funding under this Agreement will be paid in instalments as specified in the Delivery Plan, subject to satisfaction of the conditions set out below and the other terms and conditions of this Agreement.

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) The Expenditure Programme(s) having commenced no later than 31 March 2021.
 - (c) DIA receiving and being satisfied with the quarterly reports specified in the Key Details, together with the other information required in this Agreement.
 - (d) No Termination Event, or event entitling DIA to suspend funding under this Agreement, subsisting.
 - (e) Any further conditions relating to that instalment of Funding as specified in the Delivery Plan.

The first Payment Request may be submitted upon the Commencement Date

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

8 Reporting

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

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

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

Each quarterly report must include the following information:

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

The final report must include the following information:

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

9 Special Terms

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

- 10 **Recipient's Bank Account** [xx-xxxx-xxxxxxxx-xxx]
- 11 **Representative** DIA's Representative: Recipient's Representative:
Name: Allan Prangnell Name: Dawn Inglis
Email: threewaters@dia.govt.nz Email: dawn.inglis@waipadc.govt.nz
- 12 **Address for Notices** To DIA: To the Recipient:
Three Waters Reform Waipa District Council
Level 7, 45 Pipitea Street 101 Bank Street, Te Awamutu 3800
Wellington 6011 Attention: Garry Dyet
Attention: Allan Prangnell Email: info@waipadc.govt.nz
Email: threewaters@dia.govt.nz, with a copy to legalnotices@dia.govt.nz
To the Monitor:
Attention: Anthony Wilson
Email: 3waters@crowinfrastucture.govt.nz

SIGNATURES

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

SIGNED for and on behalf of [Waipa DC] by the person named below, being a person duly authorised to enter into obligations on behalf of the Recipient:

Name:
Position:
Date:

Name: Garry Dyet
Position: Chief Executive
Date: 30 September 2020

Name:
Position:
Date:

END OF PART 1

PART 2: GENERAL TERMS

1 FUNDING

- 1.1 DIA must pay the Funding (up to the "Total Maximum Amount Payable" specified in the Key Details) to the Recipient, subject to the terms of this Agreement. Unless stated otherwise in this Agreement, the Recipient may only claim the Funding to the extent necessary to cover Eligible Costs that have been or will be incurred by the Recipient, and the Recipient must use the Funding solely on Eligible Costs.
- 1.2 The Recipient must submit a Payment Request to threewaters@dia.govt.nz and copying in DIA's Representative and the Monitor on completion of one or more Expenditure Programme Milestones specified in the Delivery Plan. Such Payment Request must be submitted at the time specified in, and otherwise in accordance with, item 7 (Funding) in the Key Details.
- 1.3 Each Payment Request is to be signed by the Chief Executive and an authorised signatory of the Recipient and must be in the form set out in the Schedule and include the confirmations set out therein, and must include:
- (a) the amount of Funding requested, which must not exceed the aggregate maximum Funding instalment amounts set out in the Delivery Plan for the Expenditure Programme Milestone(s) to which that Payment Request relates; and
 - (b) contain any other information required by DIA.
- 1.4 Once DIA has reviewed the Payment Request and the information enclosed with it, it will request the Recipient to provide (and the Recipient will provide) a valid GST invoice complying with the Goods and Services Tax Act 1985.
- 1.5 DIA is not required to pay any Funding in respect of a Payment Request:
- (a) if any Expenditure Programme Milestone(s) have not been completed by the relevant "Completion Date" specified in the Delivery Plan;
 - (b) if any reports specified in the Key Details have not been provided or are not in form and substance satisfactory to DIA in its sole discretion;
 - (c) if the Conditions specified in Item 7 of the Key Details relating to that instalment have not been satisfied;
 - (d) if payment will result in the Funding exceeding the "Total Maximum Amount Payable" specified in the Key Details;
 - (e) if this Agreement has expired or been terminated; and/or
 - (f) while the Recipient is in breach of this Agreement.
- For the avoidance of doubt, DIA's obligation to make Funding available under this Agreement is strictly subject to clause 6.2.
- 1.6 Subject to the terms of this Agreement, DIA must pay each valid Payment Request by the 20th day of the month after the month the GST invoice referred to in clause 1.4 is dated, and if such day is not a Business Day, on the next Business Day. DIA will pay the Funding to the Bank Account of the Recipient specified in Item 10 of the Key Details.

- 1.7 The Funding made available under this Agreement comprises grant funding and does not comprise an equity investment or loan. It is only repayable in the specific circumstances set out in this Agreement.
- 1.8 DIA may, at its discretion, notify the Recipient in writing that it wishes to enter into a GST Offset Agreement in connection with the payment of GST on any Funding. The Recipient must, where applicable, take all such steps as are reasonably required to achieve that GST offset in accordance with the Goods and Services Tax Act 1985.

2 RECIPIENT'S RESPONSIBILITIES

Standards and compliance with laws

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

Expenditure Programme(s) and Contractors

- 2.2 The Recipient must not, without DIA's prior written consent, make any Material Variation to the Expenditure Programme(s) (including its description and scope) as set out in the Delivery Plan.
- 2.3 The Recipient must ensure that the Expenditure Programme(s) are carried out:
 - (a) promptly with due diligence, care and skill, and in a manner that meets or exceeds Best Industry Practice;
 - (b) by appropriately trained, qualified, experienced and supervised persons; and
 - (c) in accordance with any directions of DIA, notified by DIA in writing from time to time.
- 2.4 The Recipient must use reasonable endeavours to ensure that the Expenditure Programme Milestones are completed by the relevant "Completion Date" specified in the Delivery Plan.
- 2.5 The Recipient is responsible for the acts and omissions of any contractors and subcontractors.
- 2.6 The Recipient must ensure (and will procure that the head contractor when engaging with any other contractor ensures) that all agreements it enters into with any contractors or any other party in connection with the Expenditure Programme(s) are on an "arm's length" basis, provide value-for-money and do not give rise to any Conflict of Interest. The Recipient must provide DIA with reasonable evidence of compliance with this clause 2.6 in response to any request by DIA from time to time.

Information Undertakings

- 2.7 The Recipient must provide DIA with the reports specified in the Key Details, in accordance with the timeframes and reporting requirements set out in the Key Details.
- 2.8 The Recipient must provide DIA with any other information about the Expenditure Programme(s) requested by DIA within the timeframe set out in the request.
- 2.9 The Recipient must promptly notify DIA if:

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

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

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

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

Funding, records and auditors

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

Reform

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

3 INTELLECTUAL PROPERTY

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

4 TERM AND TERMINATION

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

- (v) the Recipient is involved in any intentional or reckless conduct which, in the opinion of DIA, has damaged or could damage the reputation, good standing or goodwill of DIA or the New Zealand Government, or is involved in any material misrepresentation or any fraud;
- (vi) the Recipient (or any of its personnel or contractors) is subject to a Conflict of Interest which cannot be managed to DIA's satisfaction; or
- (vii) any change in law, regulations or other circumstances materially affects DIA's ability to perform its obligations under this Agreement.

- 4.4 However, where DIA considers that a Termination Event set out in clause 4.3(d) can be remedied, DIA must give notice to the Recipient requesting a remedy, and must not exercise its right of termination unless the relevant event remains unremedied for at least 14 days (or any longer period agreed with the Recipient) after that notice has been provided by DIA.
- 4.5 On expiry or termination of this Agreement, where the aggregate of (a) the total Funding paid under this Agreement and (b) any other money received or allocated by the Recipient, in each case to carry out an Expenditure Programme, exceeds the amount required to perform the Expenditure Programme, the Recipient must upon request refund to DIA the excess amount.
- 4.6 At any time DIA may recover the amount of any Funding that has been spent or used other than in accordance with this Agreement, or not applied to Eligible Costs by the End Date, together with interest on all such amounts calculated at 10% per annum from the date of the mispending to the date the money is repaid.
- 4.7 Clauses 1.5, 2.1, 2.12, 2.13, 3, 4, 5, 6, 7, 8, 9, 10 and 11 survive expiry or termination of this Agreement, along with any other parts of this Agreement necessary to give effect to those provisions. Expiry or termination of this Agreement does not affect any accrued rights, including any rights in respect of a breach of this Agreement or Termination Event that occurred before expiry or termination.

5 WARRANTIES AND UNDERTAKINGS

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

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

5.3 The Recipient warrants that:

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

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

5.4 DIA warrants that, as at the date of this Agreement, it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms.

5.5 The Recipient acknowledges that DIA has entered into this Agreement in reliance on these warranties and undertakings.

5.6 The Recipient acknowledges and agrees that DIA has made no warranty or representation that any funding or financial support is or will be available to the Recipient in respect of the Expenditure Programme(s), other than the Funding.

6 **LIABILITY**

6.1 The maximum liability of DIA under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, is limited to the total amount of Funding paid or payable under this Agreement.

6.2 The Recipient undertakes to pay any and all cost overruns of the Expenditure Programme(s) and any funding shortfall, and DIA and the New Zealand Government have no obligations or responsibility whatsoever in respect of such cost overruns and funding shortfall and accept no financial risk in the Expenditure Programme(s).

6.3 DIA is not liable for any claim under or in connection with this Agreement or the Expenditure Programme(s), whether arising in contract, tort (including negligence) or otherwise, where such claim is or relates to any loss of profit, loss of revenue, loss of use, loss of reputation, loss of goodwill, loss of opportunity (in each case whether direct, indirect or consequential) or any other indirect, consequential or incidental loss or damages of any kind whatsoever.

7 CONFIDENTIALITY

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

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

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

8 MEDIA AND COMMUNICATIONS

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

9 DISPUTES

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

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

10 REPRESENTATIVES

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

11 GENERAL

- 11.1 Each notice or other communication given under this Agreement (each a **notice**) must be in writing and delivered personally or sent by post or email to the address of the relevant party set out in the Key Details or to any other address from time to time designated for that purpose by at least 10 Business Days' prior written notice to the other party. A notice under this Agreement is deemed to be received if:

- (a) **Delivery:** delivered personally, when delivered;
- (b) **Post:** posted, 5 Business Days after posting or, in the case of international post, 7 Business Days after posting; and
- (c) **Email:** sent by email:
 - (i) If sent between the hours of 9am and 5pm (local time) on a Business Day, at the time of transmission; or
 - (ii) If subclause (i) does not apply, at 9am (local time) on the Business Day most immediately after the time of sending,

provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.

- 11.2 The Recipient agrees to execute and deliver any documents and to do all things as may be required by DIA to obtain the full benefit of this Agreement according to its true intent.

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

END OF PART 2

PART 3: DEFINITIONS AND CONSTRUCTION

Defined terms

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

Authorisation means:

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

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

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

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

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

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

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

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

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

but excludes any information which the Holder can show:

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

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

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

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

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

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

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

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

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

Key Details means Part 1 of this Agreement.

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

and the Recipient, in the form provided by DIA.

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

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

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

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

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

Construction

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

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

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

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

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

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

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

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

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

Precedence with Memorandum of Understanding: if there is any conflict

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

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

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

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

END OF PART 3

SCHEDULE: PAYMENT REQUEST

To: DEPARTMENT OF INTERNAL AFFAIRS

Dated: [•]

PAYMENT REQUEST

1. We refer to the Funding Agreement dated [•] 2020 between [•] as recipient (**Recipient**) and the Department of Internal Affairs (**DIA**) (the **Agreement**). Terms defined in the Agreement have the same meaning in this Payment Request.

2. This is a Payment Request for the purpose of clauses 1.2 and 1.3 of the Agreement.

3. Each of the Expenditure Programme Milestones that have been completed are:

[insert description of each of Expenditure Programme Milestones completed, including the date of completion]

4. The amount of Funding requested is \$[•] plus GST if any.

5. The Funding requested in this Payment Request has been or will be required to meet the Eligible Costs.

6. We enclose with this Payment Request:

- (a) a breakdown / total transaction listing of total Eligible Costs that have been or will be incurred to deliver the completed Expenditure Programme Milestone(s);
- (b) the conditions to the applicable Expenditure Programme Milestone(s) as set out in the Funding Agreement and the Delivery Plan;
- (c) a quarterly report; and **Note: (c) is not applicable for the first Payment Request, or where DIA has agreed under item 7 of the Key Terms that a Payment Request does not need to be provided alongside a quarterly report*
- (d) any other reasonable information or evidence requested by DIA or the Monitor in relation to Eligible Costs that have been incurred or will be incurred.

7. We confirm that:

- (a) no Termination Event is subsisting; and
- (b) each of the warranties set out in the Agreement are correct as at the date of this Payment Request.

By and on behalf of the Recipient by

NAME OF RECIPIENT

Chief Executive

Authorised Officer

Appendix 3

Delivery Plan (*document 10445867*)

THREE WATERS STIMULUS GRANT DELIVERY PLAN (Early Draft - Indicative only)

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

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

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

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

Territorial Authority information

1. Programme Title:	Three Waters Delivery Plan (2020-2022)
2. Territorial Authority:	Waipā District Council
3. Total Maximum Amount Payable (NZ\$M):	\$6,820,000 (made up of \$3,410,000 local portion, and an expected further sum of \$3,410,000 from the regional allocation)
4. Organisation Lead Contact:	
Name:	Dawn Inglis
Position:	Group Manager Service Delivery
Email:	Dawn.inglis@waipadc.govt.nz

Expenditure Programme overview

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

Local funding project:
Water and Wastewater SCADA & Telemetry Upgrade – project planned for 2021-2031 Long Term Plan (Year One-Three) – Estimate \$1.87M

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

Across Waipā District

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

\$3,500,000

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

Funding Source	Amount (NZ\$M)
Local Reform Funding	\$1,870,000
Further projects to be determined	\$1,630,000
Total	\$3,500,000

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

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

12 – 2 professional services subject matter experts to determine system functional requirements, 2 SCADA engineers to design system and support installation, and 8 electrical engineers to install and train staff to utilise system

Expenditure Programme commencement

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

Procure services by December 2020 (possibly through regional collaboration), scope and design by May 2021 with completion by February 2022

Expenditure Programme completion

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

Expenditure Programme funding status

13. Please indicate below the expenditure programme funding status:

Included in 2018-2028 LTP	Y	Amounts NZ\$3,500,000	2021/22
Included in Annual Plan 2020/21	N	Amounts NZ\$0	N/A
Not funded in any plan	N		
Was funded but COVID-19 deferred	N		
Is any Territorial Authority co-funding being contributed?	Y	Amounts NZ\$1,630,000 ongoing operational costs	2021/2022

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

	Expenditure Programme Milestone (including a description of how the milestone is identified)	Completion Date	Maximum Funding instalment amount (NZ\$) ²	Budgeted costs to complete the expenditure programme (NZ\$)	[DIA USE ONLY] Funding Conditions
1.	Commencement Date occurring under the Funding Agreement	31 October 2020 (or such date agreed otherwise in writing with DIA under the Funding Agreement)			
2.	Design and Scoping costs	31 March 2021			
3.	50 % Installation	31 October 2021			
4.	Installation completed	28 February 2022			
5.	[milestone]	[date]	NZ\${INSERT HERE]	NZ\${INSERT HERE]	
6.	[milestone]	[date]	NZ\${INSERT HERE]	NZ\${INSERT HERE]	
7.	[Completion of expenditure programme]	[date] <i>[To be no later than 31 March 2022]</i>	NZ\${INSERT HERE]) ³	NZ\${INSERT HERE]	

¹ All figures should be GST exclusive.² You may choose to determine each maximum Funding instalment amount for a milestone on the basis of seeking funds either for application towards costs incurred for that milestone, or for application towards costs to be incurred for the following milestone.³ The final Payment Request needs to be submitted with the quarterly report for the period ending 31 December 2021.

	TOTAL		[Must be less or equal to Total Maximum Amount Payable]	[Must be equal to the total estimated cost of the expenditure programme]	
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15. Briefly outline the final expected outcomes/objectives of the expenditure programme:

This business case covers both Water and Wasterwater Supervisory Control and Data Acquisition (SCADA) & Telemetry Systems Upgrades.

SCADA & Telemetry systems are used to control and monitor essential remote water and wastewater treatment plant / reticulation assets. The systems also provide evidence of compliance with drinking water standards and resource consents

This project is an ongoing annualised spend to replace and upgrade software and hardware at telemetry sites as required to ensure compliance and LOS can be maintained. A dedicated staff resource will be required to manage the system post implementation (however this may be subject to collaboration discussions with regional neighbours).

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

DIA USE ONLY

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

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

SIGNATURES

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

SIGNED for and on behalf of

Waipa District Council

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

Name:

Position:

Date:

Name: Jim Mylchreest

Position: Mayor

Date:

Name: Garry Dyet

Position: Chief Executive

Date:

Appendix 4

Legal Opinion – Simpson Grierson (*document 10445884*)

Our advice

Prepared for	SOLGM
Prepared by	Jonathan Salter and Lizzy Wiessing
Date	31 July 2020

PRIVILEGED AND CONFIDENTIAL

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

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

Our reasons

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

-
9. The reform objectives which “inform the development of reform options/proposals” are similarly self-evident with the possible exception of the objective of:
- “Improving the co-ordination of resources, planning, and unlocking strategic opportunities to consider New Zealand’s infrastructure and environmental needs at a larger scale.”
10. This is offset to some extent by the objective of “undertaking the reform in a manner that enables local government to further enhance the way in which it can deliver on its broader “wellbeing mandates” as set out in the Local Government Act 2002.”
11. The parties to the MOU agree to consider minimum design features which include water service delivery entities of significant scale (most likely multi-regional) to enable benefits from aggregation to be achieved over the medium to long-term, structured as statutory entities.
12. Funding from central government to councils is available in three tranches. Tranche one funding will be provided following entry into the MOU and agreement to an associated funding agreement and delivery plan. The delivery plan will need to show that the funding is to be applied to opex or capex that supports economic recovery through job creation and maintains, increases or accelerates investment in core water infrastructure renewals and maintenance (page 5). The funding cannot be applied to projects already in a council’s annual plan. We refer to this as the projects commitment.
13. The MOU is effective from the date of signing until 30 June 2021, unless terminated earlier or extended.
14. Neither the reform commitment nor projects commitments bind councils to specific three waters projects. Rather, councils are committing to participate in a reform process looking at changes to three waters delivery and identify possible projects that are eligible for funding. The obligations are exploratory/investigative in nature.
15. The MOU cannot, and does not, supplant the planning, accountability and associated consultation obligations of local authorities in the LGA 02. These continue to apply when there is a relevant trigger.
16. Decisions on three waters projects are the likely outcome of the reform process and funding provided, after participation in the process, after entry into the MOU. The consultation can be undertaken at that time.
-
- The decision to enter the MOU is subject to the Part 6 LGA 02 decision-making obligations –**
17. Whether or not to enter into the MOU will be at councils’ discretion. As a decision, the decision will be subject to the general decision-making obligations in Part 6 of the LGA 02.
18. The Part 6 LGA 02 obligations include the section 78 obligation to consider the views and preferences of interested and affected
-

**these do not
strongly indicate
that consultation
is required**

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

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

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

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

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

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

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

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

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

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

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

Jonathan Salter
Partner

+64 4 924 3419
+64 21 480 955
jonathan.salter@simpsongrierson.com

Lizzy Wiessing
Senior Associate

+64 4 924 3414
+64 21 918 309
lizzy.wiessing@simpsongrierson.com

Appendix 5

Steering Committee details

Information on Joint Three Waters Steering Committee

- The Joint Three Waters Steering Committee has been established to provide oversight and guidance to support progress towards reform, and to assist in engaging with local government, iwi/Māori and other water sector stakeholders on options and proposals.
- The Steering Committee comprises independent chair Brian Hanna, local government mayors, chairs and chief executives, representatives of Local Government New Zealand (LGNZ) and the Society of Local Government Managers (SOLGM), and officials and advisors from the Department of Internal Affairs (DIA), Taumata Arowai, and the Treasury.
- The Steering Committee will ensure that the perspectives, interests and expertise of both central and local government, and of communities throughout New Zealand are considered, while the challenges facing water services and infrastructure are addressed. This will include periods of engagement, in the first instance with the local government sector. an overview is provided below.
- The Steering Committee is supported by a secretariat made up of advisors and officials from LGNZ, SOLGM, DIA and the Treasury. This secretariat is hosted by DIA.
- The terms of reference for the Steering Committee is available on the DIA Three Waters website.



To: The Chairperson and Members of the Service Delivery Committee
From: Transportation Safety Officer
Subject: **Dynamo Cycling Team Championships Race 1 – Request for Temporary Road Closure**
Meeting Date: 18 August 2020
File Reference: ECM 10427337

1 EXECUTIVE SUMMARY

Dynamo Cycling & Sports Club has applied to temporarily close the following roads to vehicle traffic on **Sunday, 20 September 2020**:

- **Lamb Street** – between Maungatautari Road and Roto O Rangi Road/Carlyle Street – **from 8.00am to 11.30am**; and
- **Lamb Street** - between Roto O Rangi Road/Carlyle Street and Shakespeare Street – **from 8.00am to 4.00pm**

as shown in Figure 1 below.



Figure 1 – Proposed road closures for the Dynamo Cycling Team Championships Race 1

The proposed closure is for the Dynamo Cycling Team Championships Race 1 and was advertised publicly in the Cambridge News on Friday, 17 July 2020. Submissions by affected parties were invited, closing at 4.00pm on Friday, 31 July 2020. No objections

were received from Police, the New Zealand Transport Agency, emergency services or members of the public.

Police and other emergency services will have priority access to all areas of the closed roads at all times.

2 RECOMMENDATIONS

That:

- a) *The **Dynamo Cycling Team Championships Race 1 – Request for Temporary Road Closure** report of Julie Taylor, Transportation Safety Officer, be received;*
- b) *The Service Delivery Committee approves the temporary closure of:*
 - ***Lamb Street** – between Maungatautari Road and Roto O Rangi Road/Carlyle Street – **from 8.00am to 11.30am**; and*
 - ***Lamb Street** - between Roto O Rangi Road/Carlyle Street and Shakespeare Street – **from 8.00am to 4.00pm***

*on **Sunday, 20 September 2020** in accordance with Sections 319(h) and 342, and Section 11 of Schedule 10 of the Local Government Act 1974;*
- c) *The Service Delivery Committee authorises public notification of the approved road closure before the event, as required by the Local Government Act 1974.*

3 OPTIONS AND ASSESSMENT

Decision making

Dynamo Cycling & Sports Club’s application has been reviewed and can proceed to approval. Staff are satisfied it meets the criteria set out in the Local Government Act 1974 and the Code of Practice for Temporary Traffic Management.

This cycle race is an annual event. No problems or unreasonable inconvenience to traffic were reported to Council from previous events.

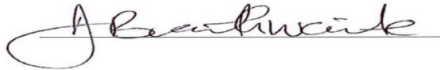
We anticipate this temporary road closure, if approved, will cause only limited disruption to the public. However, event organisers will be instructed to notify all affected properties of the closure details to minimise inconvenience.

If the temporary road closure is approved, Council officers will:

- Inform event organisers their application has been approved
- Work with organisers to approve a compliant Traffic Management Plan
- Publicly notify the temporary road closure in the Cambridge News before the closure date.



Julie Taylor
TRANSPORTATION SAFETY OFFICER



Reviewed by Jennifer Braithwaite
OPERATIONS TEAM LEADER - TRANSPORTATION



Approved by Dawn Inglis
GROUP MANAGER – SERVICE DELIVERY

SUPPORTING INFORMATION: ASSESSMENT OF PROPOSAL

1 Statutory and policy requirements

Legal and regulatory considerations

Local Government Act 2002

s.10 Purpose of Local Government

Council's powers to temporarily close roads are set out in Section 319(h), Section 342, and Schedule 10 (Section 11) of the Local Government Act 1974. Under the Local Government Act 2002, Waipa District Council has delegated powers to the Committee to approve temporary road closures, where legislative requirements are met.

SERVICE DELIVERY COMMITTEE REPORT



To: The Chairperson and Members of the Service Delivery Committee
From: Transportation Safety Officer
Subject: **Karapiro 100K Flyer 2020 – Request for Temporary Road Closure**
Meeting Date: 18 August 2020
File Reference: ECM 10433478

1 EXECUTIVE SUMMARY

Event Promotions Limited has applied to temporarily close the following road to vehicle traffic between **7.00am** and **3.30pm** on **Saturday, 3 October 2020**:

- **Maungatautari Road** – between Gate 1 and Gate 3 of the Mighty River Domain as shown in Figure 1 below.



Figure 1 – Proposed road closures for the Karapiro 100K Flyer

The proposed closure is for the Karapiro 100K Flyer and was advertised publicly in the Cambridge News on Friday, 24 July 2020. Objections from affected parties were invited, closing at 4.00pm on Friday, 7 August 2020. Any objections will be reported at the meeting.

Access will be available for residents and emergency vehicles if required. For through traffic, detours will be in place through the Mighty River Domain.

Police, the New Zealand Transport Agency, and emergency services were consulted and raised no concerns. Police and other emergency services will have priority access to all areas of the closed roads at all times.

Note: a road closure was previously approved for this event for 4 April 2020, but it was postponed due to Covid-19 restrictions.

2 RECOMMENDATIONS

It is recommended that:

- a) *The **Karapiro 100K Flyer – Request for Temporary Road Closure** report of Julie Taylor, Transportation Safety Officer, be received;*
- b) *The Service Delivery Committee approves the temporary closure of:*
 - **Maungatautari Road** – between Gate 1 and Gate 3 of the Mighty River Domain
between **7.00am** and **3.30pm** on **Saturday, 3 October 2020**
in accordance with Sections 319(h) and 342, and Section 11 of Schedule 10 of the Local Government Act 1974;
- c) *The Service Delivery Committee authorises public notification of the approved road closure before the event, as required by the Local Government Act 1974.*

3 OPTIONS AND ASSESSMENT

Decision making

Event Promotions Limited’s application has been reviewed and can proceed to approval. Staff are satisfied it meets the criteria set out in the Local Government Act 1974 and the Code of Practice for Temporary Traffic Management.

The Karapiro 100K Flyer is an annual event. No problems or unreasonable inconvenience to traffic were reported to Council from previous events.

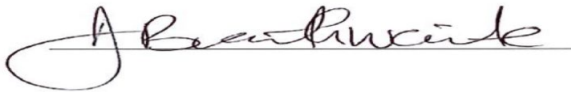
We anticipate this temporary road closure, if approved, will cause only limited disruption to the public. However, event organisers will be instructed to notify all affected properties of the closure details to minimise inconvenience.

If the temporary road closure is approved, Council Officers will:

- Inform organisers their application has been approved
- Work with organisers to approve a compliant Traffic Management Plan
- Publicly notify the temporary road closure in the Cambridge News before the closure date.



Julie Taylor
TRANSPORTATION SAFETY OFFICER



Reviewed by Jennifer Braithwaite
OPERATIONS TEAM LEADER - TRANSPORTATION



Approved by Dawn Inglis
GROUP MANAGER – SERVICE DELIVERY

SUPPORTING INFORMATION: ASSESSMENT OF PROPOSAL

1 Statutory and policy requirements

Legal and regulatory considerations

Local Government Act 2002

s.10 Purpose of Local Government

Council's powers to temporarily close roads are set out in Section 319(h), Section 342, and Schedule 10 (Section 11) of the Local Government Act 1974. Under the Local Government Act 2002, Waipa District Council has delegated powers to the Committee to approve temporary road closures, where legislative requirements are met.

SERVICE DELIVERY COMMITTEE REPORT



To: His Worship the Mayor and Councillors
From: Governance
Subject: RESOLUTION TO EXCLUDE THE PUBLIC
Meeting Date: 18 August 2020

1 RECOMMENDATION

THAT the public be excluded from the following parts of the proceedings of this meeting.

The general subject of the 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:

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48(1) for the passing of this resolution
<i>Detailed Business Case for Cambridge Wastewater Treatment – Update</i> <i>Operations and ownership of services at Tokanui Village</i> <i>Access to Access to Maungatautari Ecological Island Reserve (Northern Enclosure)</i>	<i>Good reason to withhold exists under section 7 Local Government Official Information and Meetings Act 1987</i>	<i>Section 48(1)(a)</i>

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:

Item No.	Section	Interest
11,12, 13	Section 7(2)(i)	<i>To enable the Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</i>