



NAPIER
CITY COUNCIL
Te Kaunihera o Ahuriri

Napier Civic Building
231 Hastings Street
t +64 6 835 7579
e info@napier.govt.nz
www.napier.govt.nz

SUSTAINABLE NAPIER COMMITTEE

Open Agenda

Meeting Date: Thursday 5 May 2022

Time: 9.30am

Venue: Large Exhibition Hall
War Memorial Centre
Marine Parade
Napier

Livestreamed via Council's Facebook site

Committee Members Councillor Price (In the Chair), Mayor Wise, Deputy Mayor Brosnan, Councillors Boag, Browne, Chrystal, Crown, Mawson, McGrath, Simpson, Tapine, Taylor and Wright

Officers Responsible Director Infrastructure Services

Administration Governance Team

Next Sustainable Napier Committee Meeting
Thursday 16 June 2022

ORDER OF BUSINESS

Karakia

Apologies

Nil

Conflicts of interest

Public forum

Darren Mason and John McGifford, Central Football

Barbara Arnott and Bob Morrison - Rotary Pathway Trust

Announcements by the Mayor

Announcements by the Chairperson including notification of minor matters not on the agenda

Note: re minor matters only - refer LGOIMA s46A(7A) and Standing Orders s9.13

A meeting may discuss an item that is not on the agenda only if it is a minor matter relating to the general business of the meeting and the Chairperson explains at the beginning of the public part of the meeting that the item will be discussed. However, the meeting may not make a resolution, decision or recommendation about the item, except to refer it to a subsequent meeting for further discussion.

Announcements by the management

Confirmation of minutes

That the Minutes of the Sustainable Napier Committee meeting held on Thursday, 24 March 2022 be taken as a true and accurate record of the meeting.123

Agenda items

1	Dissolution of the Napier Rotary Pathways Trust	3
2	Central Football Relocation of Proposed Artificial Turf at Park Island	5
3	Proposed MacRae Field Toilet	30
4	Report on Napier Water Supply Status End of Q3 2021-2022	34
5	Report on Three Waters Reform Programme	38
6	Adoption of the Code of Practice for Land Development and Subdivision Infrastructure	43
7	Capital Programme Delivery	46
8	Better Off Funding	53
9	Road Stopping and Granting of Easement over Vested Reserve - Awatoto	110
10	Lease of Reserve at Anderson Park to the Buzzy Bee Trust	115
11	Initiation of process to change Reserve Purpose	118

Minor matters not on the agenda – discussion (if any)

Public excluded122

AGENDA ITEMS

1. DISSOLUTION OF THE NAPIER ROTARY PATHWAYS TRUST

<i>Type of Report:</i>	Information
<i>Legal Reference:</i>	N/A
<i>Document ID:</i>	1455707
<i>Reporting Officer/s & Unit:</i>	Jason Tickner, Team Leader Parks, Reserves and Sportsgrounds

1.1 Purpose of Report

Acknowledgement of the substantial and enduring contribution that the Napier Rotary Pathway Trusts has delivered to the City of Napier

Officer's Recommendation

The Sustainable Napier Committee:

- a. That the Council acknowledge and thank the Napier Rotary Pathways Trust for the significant and enduring work they have undertaken in establishing the Rotary Pathways walkway and cycleway network throughout Napier.

1.2 Background Summary

The Napier Rotary Pathway Trust (the Trust) has been dissolved as at 31 March 2022.

The Trust has made its final donation to the Napier City Council of \$600,000 for the Ōtātara Pa to Dolbel Reserve Walkway.

This paper is to formally acknowledge the contribution that the Trust has made to the Napier through the development of a significant pathway network for use by residents and visitors to the city.

The Trusts objective was to see an off road pathway network that circumnavigated the city, and for the most part this has been achieved. Some of the pathways of note include:

- 1) Westshore to Bayview Pathway (2003)
- 2) Marine Parade Pathway (2004)
- 3) Tūtaekurī River Track (2006-2008)
- 4) Breakwater Road Pathway (2008)
- 5) Ahuriri Pathway (2009)
- 6) Maggie's Way Walkway – Taradale Hills (2015-2022)

The Trust and its supporters have donated over \$1,520,000 and countless hours to achieve this vision over the last 20 years.

This network of pathways has provided the city with approximately 28km of public walkways and cycleways. These paths have provided a number of benefits to the city providing opportunity for tourism through cycling tours and bike rentals. The pathways have enabled the city to successfully host national events such as the Air New Zealand Marathon and Iron Māori, and the network provides tangible improvements in the safety and wellbeing of our residents by providing opportunity for active and passive recreation.

1.3 Attachments

Nil

2. CENTRAL FOOTBALL RELOCATION OF PROPOSED ARTIFICIAL TURF AT PARK ISLAND

Type of Report:	Procedural
Legal Reference:	Reserves Act 1977
Document ID:	1455857
Reporting Officer/s & Unit:	Jason Tickner, Team Leader Parks, Reserves and Sportsgrounds

2.1 Purpose of Report

To seek approval for *Central Football Incorporated* and Napier City Council to undertake an investigation and consultation regarding the possible relocation of the proposed artificial soccer turf in a location contrary to the endorsed location in the Park Island Masterplan Plan and Plan Change 11.

Officer's Recommendation

The Sustainable Napier Committee:

- a) **Approve** that Central Football Incorporated and Napier City Council advance investigations and consultation regarding the possible relocation of their proposed artificial soccer turf in a location contrary to the proposed location in the Park Island Masterplan and Plan Change 11.
- b) **Report** back to Council the outcome and recommendation of these investigations and consultation for decision prior to any Resource Management Act 1991 and Reserves Act 1977 processes being progressed.

2.2 Background Summary

Over the last 10 years Park Island has had two Masterplans and corresponding District Plan Changes endorsed by Council to ensure that the park would meet the current and growing needs of the community. As part of the original Masterplan it was identified the need for an artificial turf for football and related infrastructure (parking, changing facilities etc.) adjacent to Bluewater Stadium.

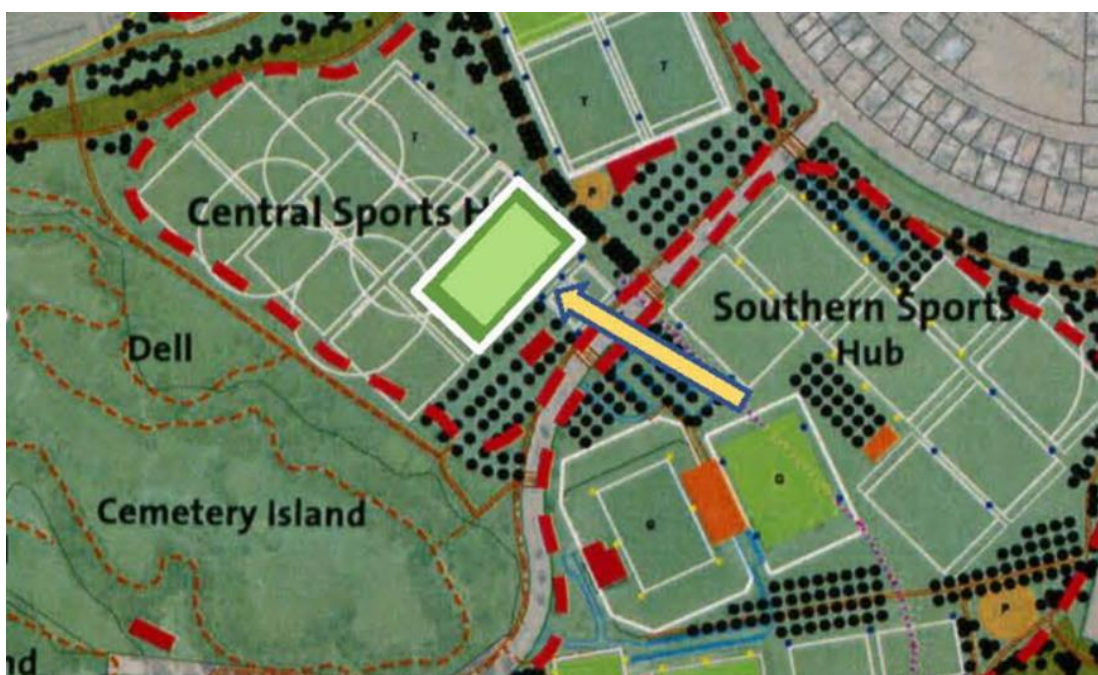
Funding was provided in earlier iterations of the LTP but these funds were redirected in the 2021 LTP. Council have however allocated a \$500,000 grant to Central Football in 2023/24 financial year for the development of an artificial football turf at Park Island subject 'to Central Football having a full and complete understanding of the total cost of their project and having completed fundraising required to fund their share of the total cost of the project'.

Central football have started this investigation and have determined that the cost to develop in the location identified in the Master Plan has a number of challenges and costs associated that makes the project untenable/unlikely to proceed. These primarily being;

- a) Substantial cost to 'underground' the 33KV overhead power lines

- b) Additional cost to construct a suitable number of car parks in close proximity to the facility
- c) Additional cost to develop changing facilities to support the proposed turf development and use.

On this basis Central Football have undertaken their own investigation and associated Business Case and concluded that, in their opinion the most desirable location to establish the new artificial turf is at the front of Shrimpton Field. This site was selected as it makes best utilisation of existing parking and changing room facilities, and avoids the 33KV power lines, saving substantial cost. This proposed relocation is shown in the plan below:



A copy of the business case and supporting documentation has been included in **Attachment 1**.

2.3 Issues

There are a number of likely issues associated with relocating a facility already identified in a Council endorsed Masterplan, especially given this has informed and been adopted into the District Plan. For the most part these issues have been listed below, and would require thorough consideration if Council approve such investigation;

- a) Resource Consent requirements – as the proposal is not in accordance with the Masterplan adopted into the District Plan, Central Football would most likely be required to gain resource consent for the development of the field in this new position.
- b) Enclosing public space – the proposal is to fence the facility off from the general public, fundamentally making the facility a user pay site and a lease needing to be held by Central Football. Any such lease would require notification under the Reserves Act and Council Approval. There may also be CPTED and amenity and connectivity implications/issues depending on the final location of the facility.

- c) Increased demand on existing facilities – the parking and changing room facilities around Shrimpton Field are already well subscribed during weekend winter sports. This development will likely add to this potential demand.
- d) Conversion of sports fields - there is likely to be some reduction of capacity to other users of Shrimpton Field if the Central Football proposal is successful. In the case of the proposed plans there would be a loss of one to two cricket fields and two grass soccer fields.
- e) Implications on the wider Masterplan and ability to achieve the broader vision.
- f) Alternative Locations or Layouts – there may be other options, locations or configuration that is more suitable for all users and should be investigated as well.

2.4 Significance and Engagement

This matter does not trigger the Significance and Engagement Policy, however specific engagement with the various codes and users of Park Island is considered necessary in any decision making around the relocation of the proposed Artificial Turf.

Central Football have undertaken initial consultation with a number of sports clubs and associations with an interest in Park Island. Their initial comments are included below:

Organisation	Person	Position	Organisation Comments/Positioning
Hawke's Bay Cricket Association	Craig Findlay	Chief Executive	Craig and Hawke's Bay Cricket are supportive in principle. Craig obviously would like to understand any potential ramifications for the current cricket blocks on Shrimpton Field.
Hawke's Bay Hockey Association	Strahan McIntosh	General Manager	Strahan and Hawke's Bay Hockey are fully supportive. They had concerns around how the turf being located as per the current LTP would impact on their facility infrastructure in terms of parking and access.
Hawke's Bay Rugby Union	Jay Campbell	Chief Executive	Jay and Hawke's Bay Rugby are fully supportive. Jay did allude to the possible use rugby could make of the turf, therefore not only optimising usage but also contributing to the financial modelling.
Napier City Rovers AFC	Graeme Sole/Chris McIvor	Chair/General Manager	Graeme, Chris and their Board are fully supportive of the proposed move of the turf to Shrimpton Field.
Napier Marist Football Club	Glenn Resiteaux	Chair	Glenn and the Napier Marist Football Club Committee are fully supportive of moving the proposed turf to Shrimpton Field.

The Central Football Business Case did identify that the Dog Action Group, Richmondvale Archery Club, NOBM Rugby Club and Mana Ahuriri Trust had not yet been approached for comment at the time of providing this information to Council.

If Council approve the Officer's recommendation, a full Engagement Plan will need to be prepared by NCC to inform the process and to ensure appropriate engagement takes place in accordance with our Engagement Policy guidelines.

2.5 Implications

Financial

Central Football have undertaken some higher level costing of the development of the artificial turf in the currently approved (Bond Field) and proposed (Shrimpton Field) locations.

DIRECT COSTS			
Item	Shrimpton	Bond	Comment
Turf and directly related build costs	\$2,100,000	\$2,100,000	Based on APPENDIX II.
Changing rooms	-	\$600,000	Projection – based on TACH project.
Carparking	-	\$400,000	Based on 50 parks @ \$8,000 a park.
Removal of power lines	-	\$1,500,000	Projection from Unison Networks.
Sub Total A	\$2,100,000	\$4,600,000	
PROJECTED POTENTIAL/CONTINGENCY COSTS			
Consents	\$20,000	\$20,000	Allowance for consents – if required.
Professional advice	\$20,000	\$20,000	Legal, survey, engineering – if required.
Overrun contingency	\$52,500	\$52,500	2.5% of total build cost.
Sub Total B	\$92,500	\$92,500	
TOTAL – A and B combined	\$2,192,500	\$4,692,500	

As identified, the major cost differentiation is the development of additional car parking, changing facilities and undergrounding of the 33KV power lines that would be required in the current approved location for the new turf.

With exception of the \$500,000 council grant, all capital cost will need to be funded or fund raised by Central Football.

There is limited operational budget increases due the artificial nature of the turf, however there is likely to be some future costs in renewing the facility as it ages. As is the case with the some of the other artificial sport turf facilities in Napier, there is a likelihood that Council would be approached for part or full funding for the facility renewal in time.

Social & Policy

The establishment of the facility aligns with the following Community Outcomes and Strategic Goals from the 2021 LTP;

- *Our services and facilities provide for the social, cultural and recreational needs of our community, and;*
- *Our community's wellbeing and city vibrancy will be enhanced through our encouragement of sport, culture and events.*

The development of the facility does meet the intent of the Masterplan in providing the soccer playing community an all-weather facility, albeit not the intended position. This proposed location may have other ramifications for other users and the use of the park hence the need to be investigated further and weigh up the all of the options as part of any recommendation to relocate or not.

It is noted that the Masterplan does reference '*to remain viable a master plan has to be dynamic and have a degree of flexibility because it needs to be able to respond to change as well as guide it*'.

Risk

The risks of relocating the proposed facility will be investigated as part of the proposed reporting, but in general these risks include, but are not limited too;

- a) Resource Consent risks - may require affected Persons Consents from other clubs/users, possible Limited or Public Notification, and the consent could be declined under the RMA.

- b) Objections from other users/Codes – risk of conflict with other users and objection to the reduction in open space or field capacity for other codes
- c) Design risks – issues with fencing off public space, amenity effects and CPTED issues associated with poor design or location
- d) Cost increase of development - risk due to inflation and construction cost outstripping ability to fundraise

2.6 Options

The options available to Council are as follows:

- a. That *Central Football Incorporated* and Napier City Council advance investigations and consultation regarding the possible relocation of their proposed artificial soccer turf
- b. Decline the request from Central Football and require that the facility be built in accordance with the endorsed Master Plan

2.7 Development of Preferred Option

- a) Approve that *Central Football Incorporated* and Napier City Council advance investigations and consultation regarding the possible relocation of their proposed artificial soccer turf contrary to the endorsed location in the Park Island Masterplan.
- b) That the outcome and recommendation of these investigations and consultation be reported back to Council for a decision prior to any Resource Management Act 1991 and Reserves Act 1977 processes being progressed.

2.8 Attachments

- 1 Central Football Business Case for Relocation of Proposed Artificial Turf Facility (Doc Id 1456885) [↓](#)



**NO. 4 DISTRICT FEDERATION OF NEW ZEALAND FOOTBALL
T/A CENTRAL FOOTBALL INCORPORATED**

APPLICATION AND BUSINESS CASE FOR CHANGE TO THE PARK ISLAND MASTER PLAN

Presented:

To: Jason Tickner
Team Leader Team Leader Parks Reserves and Sportsgrounds
Napier City Council

By: Darren Mason
Chief Executive Officer
Central Football

Dated:

14 April 2022

CONTENTS

Page

Index	1
APPLICATION AND APPLICANT	2
Application Purpose	2
About Central Football	2
Organisation background specific to Hawke's Bay/Napier	2
• Participants/Membership.....	2
• Field/Venues	2
Application Background	3
BUSINESS CASE TO SUPPPORT APPLICATION	4
Need/Optimum Use	4
Perception	4
Infrastructure	4
• Changing Rooms.....	4
• Parking	5
Clyde Jeffery Drive Traffic Flows	5
Lighting/Residential Impact	5
Exposure	5
Funding	6
Cost	6
Potential Expansion	7
Affected Parties/Consultation	7
Security/Management	7
SUMMARY	7
APPENDICIES	
• Appendix I Site Diagram	
• Appendix II Costs (expansion)	
• Appendix II Consultation Detail	

APPLICATION AND APPLICANT

APPLICATION PURPOSE

The No. 4 District Federation of New Zealand Football T/A Central Football Incorporated wish to make application to Napier City Council to consider a plan change to enable the artificial football turf allowed for in Napier City Council's Long Term Plan to be shifted from its planned site on Bond Field to Shrimpton Field at Park Island. This intended shift is shown in APPENDIX I of this application.

ABOUT CENTRAL FOOTBALL

The No. 4 District Federation of New Zealand Football T/A as Central Football Incorporated is one of six Federations nationally who hold are mandated by New Zealand Football to develop the game of football within their regions. In terms of geography Central Football is the largest Federation in New Zealand with five regions within its boundaries being Tairāwhiti, Hawke's Bay, Manawatu, Whanganui and Taranaki. Whilst those five regions are largely described at the boundaries they also encompass the districts in between and surrounding such as Wairoa, Central Hawke's Bay, Taranaki, Horowhenua, Rangitikei, Ruapehu, South Taranaki and Stratford. The purpose of all the Federations is to foster, advance, support and manage the playing of amateur football in New Zealand. This involves but is not limited to scheduling and managing football and futsal events and competitions, player development (mainly 10 to 16 years of age), referee development and management, coach development, facility development and management as well as providing support for the circa 140 clubs within the Federations boundaries. Being a not for profit organisation the Federation invests all revenues directly back into the game, with such investment being in excess of \$28 million over the last 21 years.

Central Football employ 18 staff members across the Federation. The main administration office is at Park Island in Napier where the Chief Executive Officer and eight further staff are located. The remaining nine staff are spread across regional offices in Gisborne, Palmerston North, Whanganui and Taranaki. There are nine members on the Board of Central Football, which each of the five regions represented.

The Federation's playing membership generally sits at around 14,000 annually. Due to COVID-19 influences participation numbers fell to 13,164 in 2020 but prior to the pandemic had been increasing in line with expectations with growth tracking across the Federation at around 2%. 2021 saw a return to more normal playing numbers with 13,944 participants registering to take to the Field that year. Final numbers for 2022 will not be confirmed until mid-May but at this stage are down around 8.0% on 2021. This is largely in seniors and most likely due to the vaccine pass requirement, which was mandatory until a few weeks ago. With the vaccine pass removal it is likely that should increase to somewhere near about 2021 levels.

Central Football continues to work hard at grass roots level in delivering programmes to the clubs and schools and we are now starting to see real progress within the less populated regions the Federation manages, as well as a continuation of the advancement in the more traditional strangleholds of the larger regions. This is really pleasing and enormously important to Central Football as we continue to promote active and healthy lifestyles within the communities where we work.

ORGANISATION BACKGROUND SPECIFIC TO HAWKE'S BAY/NAPIER

- Participants/Membership

In total there are circa 4,000 annual participants (3930 in 2021) in winter football in Hawke's Bay, with 20 clubs and schools that had teams in Central Football's 2021 competitions. These numbers are looking to be about the same for 2022. In the most recent futsal season, being Quarter 4 of 2021 and Quarter 1 of 2022, there were 118 teams (circa 1000) participants involved in this summer indoor activity.

- Fields/Venues

There are 14 parks across Hawke's Bay (excluding school Fields, and Central Hawke's Bay and Wairoa) where winter football is played and development training takes place. In Napier there are six parks with Park Island being the most utilised for games as well as being the venue for all Central Football development programmes, the two Unison Hawke's Junior Festivals and the Tiny Tots Programme. Park Island also hosts two prominent

football clubs, being Napier Marist Football Club and Napier City Rovers AFC. Central Football is also a major user of the Pettigrew-Green Arena (PGA) in Napier for futsal competitions and programmes. The PGA also hosts the Central Football initiated Special Olympics New Zealand programme which provides a futsal opportunity for the region's intellectually disabled students and, in partnership with the Hawke's Bay Blind Sports Club, a blind football programme.

APPLICATION BACKGROUND

As detailed in Application Purpose Central Football seeks a plan change to enable the shift of the planned football artificial turf from the Bond Field at Park Island at Park Island to the Shrimpton Field. The reason for the request is laid out in the Business Plan commentary below but it is appropriate to first provide the background that brings us to this point of time.

The Park Island Master Plan was first adopted by Napier City Council in 2013. This followed extensive consultation with the community and sporting stakeholders as detailed in the Master Plan. In term of football, the codes needs around an alternative surface to grass Fields was recognised with a floodlit artificial football turf, and associated infrastructure needs including parking and changing rooms, being contained in the Master Plan.

The artificial turf provides many benefits for the sport including but not restricted to:

- a) Enabling more playing and training hours.
- b) Allowing the football season to be less disrupted when inclement weather forces ground closures.
- c) Related to Point b) above causing less impact on other sports that an extended season can cause.
- d) Enabling "rest times" and maintenance period for grass turfs that become damaged during wet conditions.
- e) Increased ability for participation outside of current traditional competition timeframes.
- f) Freeing up fields for repurposing for other sports, and/or community use.
- g) Enabling the competitiveness of Hawke's Bay teams when playing in regional and/or national competitions on artificial surfaces.
- h) Providing more certainty for travelling teams to Hawke's Bay that games will be played. This includes national league fixtures, national secondary school competitions and the Labour Weekend Under 19's Tournament.

The Park Island Master Plan was reviewed again by Council in 2017 which involved consultation specific to recommended changes. This review did not result in any changes to the football artificial turf plans, which remain unchanged from 2013.

Whilst accepting the Park Island Master Plan in its fullness is a project planned over a number of decades years from its inception in more recent years Central Football has been proactive in engaging with Council Officers around timing for the artificial turf, and the funding thereof. This resulted in Central Football submitting and presenting to Council's 2021 Long Term Plan deliberations. This in turn resulted in Council very generously committing to a \$500,000 contribution towards the artificial turf, which for the turf and direct infrastructure costs is a circa \$2.1 million build (refer **Costs** in the below Business Case). It was made very clear thought that there was no funding available for the required supporting infrastructure needs nor the undergrounding of the overhead power lines that run through the planned Bond Field site. This will see the project will increase in cost to circa \$4.6 million.

Clearly the increased costs detailed above have influenced Central Football thinking about if the planned site for the turf is achievable financially, which in turn led to other considerations equally important as the most optimum site for the turf. The conclusions of these considerations, and how they were arrived, at are detailed below Business Case. It is at this time appropriate to detail the Council Officers Central Football have engaged with in forming these conclusions, being:

1. Dr. Steph Rotarangi – Chief Executive
2. Debra Stewart – Director of Infrastructure
3. Jason Tickner – Team Leader Parks Reserves and Sportsgrounds

BUSINESS CASE TO SUPPORT APPLICATION

Central Football believe there is a strong Business Case to support this application to shift the artificial turf from its planned site on Bond Field to Shrimpton Field, Park Island, as detailed under the below headings. Whilst attempting to be specific to the headings clearly some of the reasonings identified in the Business Case are intertwined.

NEED/OPTIMUM USE

The need for the artificial turf is clearly recognised through the work being done in developing the Park Island Master Plan, and Council's commitment to a \$500,000 contribution. So in terms of need, nothing has changed and the focus must now be on optimum use. If we were comparing "apples with apples" the usage if the turf remains on the planned site as compared to the proposed site is probably negligible but that is not a fair comparison as the current planned site will not have the infrastructure to support it. Therefore there will be more use at the proposed site as the absolute minimum infrastructure of changing rooms and parking is already in place.

There are also some very practical issues to consider if use of the turf is going to be optimised. One of these issues of pressing concern to Central Football is how we would manage use of the turf for Saturday morning junior football if the turf remains on the current planned site. It would certainly be our wish to use the turf regularly for junior football however it's currently planned positioning would see it far removed from the bulk of play on Shrimpton Field. This would create significant issues in rotating teams for grass to turf, and of great concern would be the busy road that would need to be crossed as referenced under **Clyde Jeffery Drive Traffic Flows** below. Clearly if the turf was on the Shrimpton Field, as requested in this application, that concerns is alleviated and the split of junior football avoided.

PERCEPTION

Whilst "perception" may be seen as an odd element in a Business Case, in this particular case it is very important as we can evidence. Central Football has been involved in recent years in Palmerston North City Council's plan around an artificial football turf – the build of which sits in 2023/2024 in that Council's Long Term Plan. Where the turf is located has been somewhat a topical discussion with Central Football keen to see it on, as much as possible, a "neutral site" where "ownership perceptions" are negated. Our concerns around ownership perception have stemmed from the existing artificial turf in Palmerston North which is located at Central Energy Trust Arena (CETA) and which opened in 2020. This turf at CETA is within enclosed area that surrounds all Fields and which alongside the Marist Sports Palmerston North Club is also located. Included in the Marist Sports amalgam is the Palmerston North Marist Football Club which uses the grass Fields and the artificial turf at CETA for its games and trainings. The turf was designed for both football and rugby but football hold 70% of total bookings, with the vast majority of those being held by the Marist Football Club. Whilst CETA is a Palmerston North City Council asset for all users, due to its predominant bookings by one club it is perceived by the other football clubs in Palmerston North as "Marist's Turf". Whilst the majority use of the turf by Marist may be more a booking management issue, which is controlled by CETA, its location and that majority use has created an ownership perception that is off putting to the other clubs.

So – how does this relate to the artificial turf at Park Island? Clearly the current planned site in the Park Island Master Plan is right behind the Council owned Napier City Rovers facility and whilst Central Football is not making any assertions it will be perceived as a "Rovers Turf", nor making any suggestion Napier City Rovers will assume "ownership", we cannot control perceptions. In fact that is likely to be worsened given there will be no changing rooms at the current planned site which in turn could result in using Napier City Rovers changing rooms. This will only add fuel to any ownership perceptions, which could impact on community football usage as has been evidenced in the Palmerston North example.

INFRASTRUCTURE

As aforementioned there is not the required infrastructure to support a turf on the current planned site, the minimum of which is identified in the bullet points directly below and is also referenced under the **Funding** and the **Costs** headings of this paper. Central Football are aware the Council will not be proceeding with the related infrastructure build as detailed in the Park Island Master Plan and certainly Central Football is not in a position to

expend the kind of monies required to enable those builds. So the lack of infrastructure on the current planned sites very much negates that site from being suitable.

In terms of the minimum infrastructure requirements we comment as follows:

- Changing Rooms

The changing rooms requirement is the lesser of the two needs as the turf in its current planned position could be serviced by the current Shrimpton changing sheds and/or on occasion the Napier City Rovers changing rooms. The latter is not a real solution though as:

- a) They are in use when the Bluewater Field is in use.
- b) They are in use when Napier City Rovers train in the evenings.
- c) There will be management complexities when using what is a club owned building for non-club activities, and there would be security issues given the changing rooms connection to the clubrooms, and required access via those clubrooms.
- d) The perception issue as identified above.

Using the Shrimpton changing sheds is an option but far from desirable given the distance from the current planned site, as well as having to cross a road. Central Football would suggest this is not a situation Napier City would wish to present to visitors from outside the region. However the changing rooms are right next to the proposed site of this application therefore that minimum need is satisfied.

- Parking

Parking requirements are by far the biggest need if the turf is to stay on the current planned site. The current parking already struggles to satisfy the existing need when hockey and football at Bluewater Stadium are on together, and at times further pressure is placed on that parking area when there is training on the Bond Field, So to add in another activity on an artificial turf so close hockey turf without any additional parking will be untenable and dangerous. As for changing rooms though the solution is there at Shrimpton Field. On Saturday's the turf on that site would be only used for competition games in the afternoon, at which time the very busy time of Saturday morning junior football will have passed. Central Football believe the existing car parking will accommodate needs for the turf used at all times of its operation.

CLYDE JEFFERY DRIVE TRAFFIC FLOWS

Clearly Clyde Jeffery Drive, which dissects Park Island can be very busy on Saturdays, although as identified above that generally is in the morning. That will not change no matter if the turf is located at the current planned site or the proposed Shrimpton Field. On occasion games on the turf would be additional to games being played at Park Island on that day but it is not envisaged that would create much in the way of extra traffic flow. On days outside of Saturday and on evenings that the turf will be used traffic levels are not excessively high anyway.

LIGHTING/RESIDENTIAL IMPACT

To maximise the use of the turf it must be lit, to allow play and trainings in the evening. On the current site there are already issues with neighbour's complaints around the lights used on the training grounds, which is currently only twice a week during winter but with best use of the turf could be considerably more. This could well expand outside of the winter season as it is envisaged the turf could be used for summer social football in the evenings, and very likely for futsal twice a week in Quarters 1 and 4 of each year. Although the distance from the closest light to the closest neighbour on the Bond site has not been accurately measured, there is no doubt it will be far nearer to any residential property than it will be on the Shrimpton Field given the latter Field is some distance from any house. Lights on the Shrimpton Field will also be far greater distance from residents than the Hawke's Bay Rugby Union training Fields lights are.

EXPOSURE

As for any activity, the more exposure football receives the more interest is created, which can have tangible benefits in terms of attendance at games and potential future participation. Related, the more exposure we can create for our funding partners (as referenced under Funding below) the more attractive it is for them be involved in supporting the project. Clearly there will be much more exposure on the Shrimpton Field to enable this from both a commercial

and casual/community interest perspective than there will be at the planned site, which will be mostly obscured from day to day traffic by Bluewater Stadium

FUNDING

Central Football has developed a funding plan to cover the cost of the build of the turf if it is on the Shrimpton Field. That is not to say the plan will not be applicable to the current planned site but the difference in the amount that will need to be raised is significant (refer Costs below). Central Football has made only informal approaches to potential investors at the moment as what we formally present, and can offer, will differ on where the location of the turf. We do see the turf more “sellable” on the Shrimpton Field site than the current planned site due to the added exposure, as referenced above. Until we know if this application will be considered, or better, know it is supported, it is hard to develop a funding presentation to support this Business Case.

In summary of Central Football is confident that the difference between Napier City Council’s \$500,000 commitment and the build cost of circa \$2.1m (refer **Costs** below) will be achieved. We are somewhat less confident of funding the difference between \$500,000 and \$4.6m though. In whichever case eventuates Central Football is aware that fundraising needs to be completed before Council’s contribution is realised.

COST

Central Football has not, as yet, sought tenders for the project as again that is site dependent. That said in 2019 we did seek two cost estimates with the preferred supplier estimating \$1,899,111.12 plus GST for the build. In preparing this paper we have made further enquires and have been advised to expect a 10% to 12.0% increase since then, which takes the build cost of the actual turf to around \$2.1m. The 2019 cost estimate is attached as APPENDIX II and clearly identifies all that will be provided within than cost (i.e. related needs and infrastructure such as lights, fencing, surrounds etc.)

Related, elsewhere in this paper we reference the work being done with Palmerston North City Council around a football artificial turf and we are also very well engaged with the Tūparikino Active Community Hub (TACH) project planned for New Plymouth, which also includes such a turf. Both these projects have more recent costings which also suggest a build cost of circa \$2.1m, so the cost estimate of \$2.1m for the Napier turf build is a well-tested and up to date figure. Further related, for these two more progressed projects Central Football, in conjunction with our working partners, has fully developed costings for maintenance and replacement which will also be applicable to the Napier turf.

Below is a summary of estimated costs for the artificial turf build, and where applicable related infrastructure costs and other identified potential costs for a football artificial turf on the Shrimpton Field (Central Football’s preferred site) compared to the and Bond Field (current planned site).

DIRECT COSTS			
Item	Shrimpton	Bond	Comment
Turf and directly related build costs	\$2,100,000	\$2,100,000	Based on <u>APPENDIX II</u> .
Changing rooms	-	\$600,000	Projection – based on TACH project.
Carparking	-	\$400,000	Based on 50 parks @ \$8,000 a park.
Removal of power lines	-	\$1,500,000	Projection from Unison Networks.
Sub Total A	\$2,100,000	\$4,600,000	
PROJECTED POTENTIAL/CONTINGENCY COSTS			
Consents	\$20,000	\$20,000	Allowance for consents – if required.
Professional advice	\$20,000	\$20,000	Legal, survey, engineering – if required.
Overrun contingency	\$52,500	\$52,500	2.5% of total build cost.
Sub Total B	\$92,500	\$92,500	
TOTAL – A and B combined	\$2,192,500	\$4,692,500	

POTENTIAL EXPANSION

Both the current planned site and the proposed site have room for expansion if added infrastructure such as warm up areas were added. Using warm up areas as an example, again the advantage the Shrimpton Field site has over the current planned site is the parking for that activity, and again changing rooms alongside.

AFFECTED PARTIES/CONSULTATION

Central Football acknowledge that Napier City Council will go through its own consultation with parties affected by this potential plan change. We have however taken the liberty of informally discussing with those that may be affected, and their positioning on the possible relocation. Comments from those discussions are detailed in APPENDIX III.

SECURITY/MANAGEMENT

Although not a determining factor to this application or Business Case Central Football would suggest that, in time, the current Central Football Office block could be shifted to alongside the turf to enable security during the day. This in turn would enable more community use as the gates could be left open during office hours. Whilst the Central Football office block could be shifted to either the Shrimpton or Bond Field again the Shrimpton Field already has the parking to accommodate the Federation's day to day business.

SUMMARY

Based on the points of the above business case Central Football conclude that the Shrimpton Field is a better site for the artificial turf than the current planned site of Bond. Again the reasons for this conclusion are somewhat intertwined and repeated throughout the Business Case but of most evidence are the commentaries related to:

1. Optimum Use
2. Perception
3. Infrastructure
4. Residential Impact
5. Exposure
6. Funding
7. Cost

In closing Central Football repeats this applications purpose, being for Napier City Council to consider a plan change to enable the artificial football turf allowed for in Napier City Council's Long Term Plan to be shifted from its planned site on Bond Field to Shrimpton Field at Park Island. Council's consideration of this request is most appreciated.

I thank you again and would invite any enquires to be made direct to the writer.

Darren Mason

Chief Executive Officer – Central Football

M: 021 904 069

E: ceo@centralfootball.co.nz

APPENDIX I

INDICATIVE ONLY



Park Island, Napier Master Plan
 Project: Park Island
 Date: 14/06/2021
 Version: 1.0
 Author: [illegible]
 [illegible]



NB: Not to scale and placement indicative only

APPENDIX II



Pricing

Having inspected the site, we offer to carry out the whole of the works in accordance with the drawings provided and priced schedule for the sum of: **\$ 1,899,111.12 + GST**

Extra over Pricing (all pricing extra over aforementioned submission price):

Ligaturf Hybrid 50 with SBR Infill	\$ 15,800.00 + GST
Ligaturf RS+ 260 COOLplus with SBR Infill	\$ 40,200.00 + GST
Ligaturf Legend with EPDM ST20 Infill	\$ 155,350.00 + GST
Ligaturf Hybrid 50 with EPDM ST20 Infill	\$ 132,900.00 + GST
Ligaturf RS+ 260 COOLplus with EPDM ST20 Infill	\$ 195,500.00 + GST

	SUMMARY	AMOUNT ex.GST
1.0	PRELIMINARY AND GENERAL	\$ 146,345.40
2.0	DEMOLITION AND EARTHWORKS	\$ 53,919.58
3.0	PAVEMENT CONSTRUCTION	\$ 235,064.56
4.0	DRAINAGE	\$ 182,285.98
5.0	CONCRETE AND KERBING WORKS	\$ 114,067.41
6.0	SYNTHETIC SURFACING	\$ 524,718.70
7.0	DISESTABLISHMENT AND REINSTATEMENT	\$ 10,400.50
8.0	LIGHTING AND ELECTRICAL	\$ 337,900.00
9.0	WATER SUPPLY	\$ 8,175.00
10.0	FENCING	\$ 218,537.37
11.0	EQUIPMENT	\$ 10,900.00
12.0	PLAYERS SHELTERS	\$ 27,141.00
13.0	ACCESS PATHS	\$ 30,396.83
	TOTAL ex. GST	\$ 1,899,852.32

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (ex.GST)
1.0	PRELIMINARY AND GENERAL				
1.1	Finalise design works including provision of IFC drawings	1	Item	\$ 8,132.40	\$ 8,132.40
1.2	Allow to establish and disestablish from site plant, contractors facilities, huts, and secure storage units on site	1	Item	\$ 41,715.00	\$ 41,715.00
1.3	Allow for all site supervision, project management and attendance to site meetings	1	Item	\$ 70,524.00	\$ 70,524.00
1.4	Allow to implement and maintain all OH&S measures and monitoring for the duration of the contract	1	Item	\$ 3,348.00	\$ 3,348.00
1.5	Allow all costs associated with the location and piloting of existing underground services, and liaison with the utility service suppliers for inspection and supervision of works adjacent to existing services	1	Item	\$ 2,700.00	\$ 2,700.00
1.6	Allow for cost of all Contractors Insurances	1	Item	\$ 5,346.00	\$ 5,346.00
1.7	Set out of works and as built drawings	1	Item	\$ 9,180.00	\$ 9,180.00
1.8	Allow to construct stabilised construction entry and site compound off existing car park and remove upon completion	1	Item	\$ 5,400.00	\$ 5,400.00
	SUB-TOTAL PRELIMINARY AND GENERAL				\$ 146,345.40



Correspondence PO Box 39073, WMC, Lower Hutt 5045 New Zealand

Phone: (NZ) 0800 442 232 • Direct +64 (9) 274 9639 • Fax +64 (9) 274 0162 • Email enquiry@polytan.co.nz • www.polytan.co.nz

Polytan NZ Limited • Company No: 1554093 NZBN: 9429 0351 96464

A Subsidiary of APT Asia Pacific Pty Ltd an ISO 9001 Quality Endorsed Company



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (ex.GST)
2.0	DEMOLITION AND EARTHWORKS				
2.1	Demolish and remove existing trees and root structures and reinstate subgrade	1	LS	\$ 9,265.00	\$ 9,265.00
2.2	Demolish and remove existing cricket nets and concrete pad and reinstate subgrade	1	LS	\$ 5,450.00	\$ 5,450.00
2.3	Remove existing light tower and associated cabinetry and reinstate subgrade	1	LS	\$ 3,815.00	\$ 3,815.00
2.4	Excavate 250mm of existing topsoil and stock pile on site in nominated location	9,250	m ²	\$ 1.64	\$ 15,123.75
2.5	Cut to Fill	280	m ³	\$ 11.99	\$ 3,357.20
2.6	Cut to Waste	20	m ³	\$ 49.05	\$ 981.00
2.7	Trim and prepare subgrade to line, levels and gradients provided	9,250	m ²	\$ 1.20	\$ 11,090.75
2.8	Carry out proof roll of prepared subgrade	1	ITEM	\$ 272.50	\$ 272.50
2.9	PROVISIONAL SUM - Excavate and remove unsuitable material. Supply, place and compact imported select fill	50	m ³	\$ 91.29	\$ 4,564.38
	SUB-TOTAL DEMOLITION AND EARTHWORKS				\$ 53,919.58
3.0	PAVEMENT CONSTRUCTION				
3.1	Supply and place Bidim A19 geotextile filter fabric	8,056	m ²	\$ 2.68	\$ 21,601.36
3.2	Supply, place and compact 250mm AP40 basecourse including allowance for all testing and inspections including final preparation	2,014	m ³	\$ 97.56	\$ 196,475.77
3.3	Supply, place and compact 20mm AP20 blinding layer including allowance for all testing and inspections including final preparation	161	m ³	\$ 105.51	\$ 16,987.43
	SUB-TOTAL PAVEMENT CONSTRUCTION				\$ 235,064.56
4.0	DRAINAGE				
	Supply all materials and construct the following drains, bedded haunched and backfilled as specified in accordance with the specification, drawings and Napier City Council Engineering Code of Practice requirements. Reinstatement must match existing ground conditions. Pricing should allow for any dewatering and location and protection of existing services in road reserve. Where required, traffic control should be included as well as relevant CAR's and Road Opening Notices.				
4.1	225ø PVC-U - 1.0-1.5m depth	9	m	\$ 252.84	\$ 2,275.53
4.2	300ø PVC-U - 1.0-1.5m depth	105	m	\$ 265.30	\$ 27,855.99
4.3	375ø PVC-U - 1.0-1.5m depth	184	m	\$ 300.30	\$ 55,254.28
4.4	300mm wrapped subsoil Megaflow panel laid flat across prepared subgrade including pipe to pipe connections to 160Ø collector line	1,570	m	\$ 19.62	\$ 30,803.40
4.5	160ø subsoil collector line (Novacoil) - 0.5-0.7m depth	345	m	\$ 69.25	\$ 23,890.46
4.6	1050ø standard manholes - 1.0-1.5m depth	5	QTY.	\$ 5,716.27	\$ 28,581.33
4.7	1800ø standard manholes w/ weir plate & orifice	1	QTY.	\$ 13,625.00	\$ 13,625.00
	SUB-TOTAL DRAINAGE				\$ 182,285.98



Correspondence PO Box 39073, WMC, Lower Hutt 5045 New Zealand

Phone: 0800 442 232 • Fax: +64 (9) 274 9639 • Email: enquiry@polytan.co.nz • www.polytan.co.nz

Polytan NZ Limited • Company No: 1554093 NZBN: 9429 0351 96464

A Subsidiary of APT Asia Pacific Pty Ltd an ISO 9001 Quality Endorsed Company



polytan

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (ex.GST)
5.0	CONCRETE AND KERBING WORKS				
5.1	Supply and install 300mm x 200mm machine laid kerb to perimeter of pitch including base preparation	367	m	\$ 85.02	\$ 31,202.34
5.2	100mm thick field perimeter concrete footpath complete including basecourse preparation	990	m ²	\$ 75.21	\$ 74,457.90
5.3	100mm thick field technical area including basecourse preparation	37	m ²	\$ 75.21	\$ 2,782.77
5.4	150mm thick reinforced concrete vehicular access path complete including basecourse preparation	60	m ²	\$ 93.74	\$ 5,624.40
	SUB-TOTAL CONCRETE AND KERBING WORKS				\$ 114,067.41
6.0	SYNTHETIC SURFACING				
6.1	Supply and install LigaTurf Legend synthetic surface including 25mm insitu elastic layer, sand and SBR rubber infill. FIFA Quality Testing and Certification upon completion	8,056	m ²	\$ 65.13	\$ 524,718.70
	SUB-TOTAL SYNTHETIC SURFACING				\$ 524,718.70
7.0	DISESTABLISHMENT AND REINSTATEMENT				
7.1	Reinstate topsoil around edge of new footpaths with stockpiled material and sow grass seed - maintain until grass has struck	250	m ²	\$ 8.60	\$ 2,150.50
7.2	Shape viewing embankments and sow grass seed - maintain until grass has struck	1	LS	\$ 8,250.00	\$ 8,250.00
	SUB-TOTAL DISESTABLISHMENT AND REINSTATEMENT				\$ 10,400.50
8.0	LIGHTING AND ELECTRICAL				
8.1	Supply and install turn-key Musco 250 Lux LED lighting system including all underground works and footings for light poles	1	LS	\$ 305,200.00	\$ 305,200.00
8.2	Supply power to players shelters. Fit off with power outlets	1	LS	\$ 3,815.00	\$ 3,815.00
8.3	Supply and install Proto LED scoreboard	1	LS	\$ 28,885.00	\$ 28,885.00
	SUB-TOTAL LIGHTING AND ELECTRICAL				\$ 337,900.00
9.0	WATER SUPPLY				
9.1	Supply and install water supply to players shelter areas including taps (assume source located on southern side of existing pitch)	1	LS	\$ 8,175.00	\$ 8,175.00
	WATER SUPPLY				\$ 8,175.00



Correspondence PO Box 39073, WMC, Lower Hutt 5045 New Zealand

Freephone (NZ) 0800 442 232 • Direct: +64 (9) 274 9639 • Fax: +64 (9) 274 0162 • Email: enquiry@polytan.co.nz • www.polytan.co.nz

Polytan NZ Limited • Company No: 1554093 NZBN: 9429 0351 96464

A Subsidiary of APT Asia Pacific Pty Ltd an ISO 9001 Quality Endorsed Company



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (ex.GST)
10.0 FENCING					
10.1	Structural design of 6000mm fencing	1	LS	\$ 7,085.00	\$ 7,085.00
10.2	Supply and install 1200mm high spectator fence to extent of the field including the following; 60.3 x 3.6mm corner and gate posts; 48.3 x 3.2mm intermediate posts at 2400mm centres; 48.3 x 3.2mm top, bottom and middle rails; 3.4mm heavy duty chain mesh. Posts to be founded in 300Ø by 600mm deep concrete footing. All posts, rails and fittings to be galvanised.	286	m	\$ 176.58	\$ 50,501.88
10.3	Supply and install 6000mm ball stop fencing including the following; 114.3 x 6.02mm Grade 350 CHS HDG at 1400mm maximum centres. 48.3 x 3.2mm top, bottom and middle rails (3x); 3.4mm heavy duty chain mesh to 3000mm high; 40mm x 40mm nylon mesh for the remainder (4000mm). Posts to be founded in 600mm x 1400mm concrete footing in accordance with structural design. All posts, rails and fittings to be galvanised.	84	m	\$ 926.50	\$ 77,826.00
10.4	Supply and install 2400mm site perimeter fencing including the following; 88.9 x 5.00mm Grade 250 CHS at 2400mm maximum centres. 48.3 x 3.2mm top, bottom and middle rails; 3.4mm heavy duty chain mesh. Posts to be founded in 400Ø by 1500mm deep concrete footing. All posts, rails and fittings to be galvanised.	347	m	\$ 215.82	\$ 74,889.54
10.5	1200mm man gate	5	Ea	\$ 654.00	\$ 3,270.00
10.6	3000mm vehicle gate in spectator fence	1	Ea	\$ 1,051.85	\$ 1,051.85
10.7	1500mm single gate in security fence	2	Ea	\$ 784.80	\$ 1,569.60
10.8	3000mm vehicle gate in security fence	2	Ea	\$ 1,171.75	\$ 2,343.50
SUB-TOTAL FENCING					\$ 218,537.37
11.0 EQUIPMENT					
11.1	Supply and erect integral weighted portable football goals	1	Sets	\$ 9,810.00	\$ 9,810.00
11.2	Supply and erect corner flags	1	Sets	\$ 1,090.00	\$ 1,090.00
SUB-TOTAL EQUIPMENT					\$ 10,900.00
12.0 PLAYERS SHELTERS					
12.1	Install players shelter structures	2	Ea	\$ 13,570.50	\$ 27,141.00
SUB-TOTAL PLAYERS SHELTERS					\$ 27,141.00
13.0 ACCESS PATHS					
13.1	Excavate 200mm of existing topsoil and stock pile on site in nominated location	353	m ²	\$ 10.90	\$ 3,847.70
13.2	100mm thick concrete footpath complete including basecourse preparation	353	m ²	\$ 75.21	\$ 26,549.13
SUB-TOTAL ACCESS PATHS					\$ 30,396.83



Correspondence PO Box 39073, WMC, Lower Hutt 5045 New Zealand

T: +64 (0)800 442 232 • D: +64 (9) 274 9639 • F: +64 (9) 274 0162 • E: enquiry@polytan.co.nz • www.polytan.co.nz

Polytan NZ Limited • Company No: 1554093 NZBN: 9429 0351 96464

A Subsidiary of APT Asia Pacific Pty Ltd an ISO 9001 Quality Endorsed Company



polytan

Clarifications

- Pricing is valid for 90 days
- All pricing is exclusive of GST
- We have made no allowance for any permits or fees
- We have allowed for one establishment
- No allowance for the location, protection, removal or relocation of any services not specifically identified in previously provided drawings and/or provisional sums outlined in our pricing schedule
- No allowance for any unsuitable or contaminated material or ground conditions
- No allowance for any unforeseen in-ground obstacles
- We have assumed that there is sufficient capacity in the existing stormwater system that crosses the site immediately to the east. Our stormwater design allows for attenuation within the pitch infrastructure such that post-development flows do not exceed pre-development however if there is insufficient capacity available, we would need to investigate a discharge point within the stream to the west of the proposed development. Pricing for this can be provided following consultation and feedback from Council
- No allowance for any relocation works associated with the overhead power lines
- We have assumed there is sufficient power available to run the proposed lighting design within the vicinity of the existing football stadium/grand stand. Should a transformer upgrade be required this can be priced as a separate item
- We have assumed a suitable water connection for taps near the existing natural turf field
- Pricing is based on the design drawing set and subject to confirmation following provision of geotechnical report.
- Pricing assumes good ground conditions but is subject to review following provision of geotechnical report.
- Pricing assumes installation of synthetic surface during summer months
- No allowance for sealant or reinforcing in concrete footpaths unless specifically detailed
- No allowance for reinforcing in concrete footpaths other than nominated vehicle crossings
- Additional pricing for equipment is based on delivery of equipment with material containers from Melbourne. If this equipment has to be shipped separately then freight costs will be passed on
- No allowance for any items not specifically shown on the drawing set provided as part of this submission
- Pricing for lighting foundations is to be confirmed following structural footing design and is therefore considered an estimate based on previous projects (with similar ground conditions)
- A layout has been provided for a pitch location that aligns with the existing natural turf field. Should this location be preferred the following items should be considered:
 - The existing stormwater pipe beneath would need to be re-routed/relocated. It is not advisable to maintain this pipe network beneath the proposed field
 - Stormwater discharge would need to be considered in light of the aforementioned relocation of the existing network
 - The existing overhead power lines would need to be relocated around the proposed development



Correspondence PO Box 39073, WMC, Lower Hutt 5045 New Zealand

Telephone (NZ) 0800 442 232 • Direct +64 (9) 274 9639 • Fax +64 (9) 274 0162 • Email enquiry@polytan.co.nz • www.polytan.co.nz

Polytan NZ Limited • Company No: 1554093 • NZBN: 9429 0351 96464

A Subsidiary of APT Asia Pacific Pty Ltd an ISO 9001 Quality Endorsed Company



polytan

CLASS OF LABOUR	DAYWORK RATE PER WORKER HOUR
Supervisor	\$ 75.00
Labourer	\$ 52.00
Skilled Labourer	\$ 58.00
Electrician	\$ 98.00
Drain Layer	\$ 98.00
Surveyor	\$ 127.00
Project Manager	\$ 100.00
Lead Installer	\$ 98.00
Concreter	\$75.00

PLANT TYPE	MAKE AND MODEL	HOURLY RATE WORKING	HOURLY RATE STANDING
Excavator	15 – 22 tonne	\$ 160.00	Nil / (N/A)
Excavator	7 – 14 tonne	\$ 145.00	Nil / (N/A)
Excavator	3 – 7 tonne	\$ 125.00	Nil / (N/A)
Grader	Cat 120 or similar	\$ 165.00	Nil / (N/A)
Grader	Small laser grader	\$ 155.00	Nil / (N/A)
Roller	3 – 7 tonne	\$ 105.00	Nil / (N/A)
Roller	8 – 13 tonne	\$ 120.00	Nil / (N/A)
Plate Compactor	Plate compactor	\$ 15.00	Nil / (N/A)
Truck	Small tipper	\$ 95.00	Nil / (N/A)
Truck	Six wheel	\$ 130.00	Nil / (N/A)

MATERIAL	UNIT	PERCENTAGE / RATE
Percentage for On-site Overheads	%	10%
Percentage for Off-site Overheads and Profit	%	12.5%
Rate per Working Day in compensation for time related on-site overheads, offsite overheads and profit incurred in relation to an extension of time	%	\$ 2,450.00 / day



Polytan NZ Limited • PO Box 39073, WMC, Lower Hutt 5045 New Zealand

Phone (NZ) 0800 442 232 • Fax +64 (9) 274 9639 • Email +64 (9) 274 0162 • enquiry@polytan.co.nz • www.polytan.co.nz

Polytan NZ Limited • Company No: 1554093 NZBN: 9429 0351 96464

A Subsidiary of APT Asia Pacific Pty Ltd an ISO 9001 Quality Endorsed Company



polytan

Relevant Experience & Track Record

Name of Project 1:	College Rifles Rugby Football and Sports Club	
Type of Project:	Specific Project Requirements: <ul style="list-style-type: none"> ✓ Remove existing surface and recycle infill and synthetic grass ✓ Supply and installation 25 mm insitu elastic layer ✓ Inspect and regrade existing pavements ✓ Supply and installation of LigaTurf RS+ 260 COOLplus with EPDM infill ✓ Undertake drainage upgrade to periphery infrastructure ✓ World Rugby Certification ✓ Supply and installation of training area 	
Time of Project:	October 2018 – January 2019	
Client:	College Rifles Keith Ratcliffe – General Manager	Phone: +64 21 399 779 Email: keith@collegerifles.co.nz
Value of Project:	\$1,765,00.00 (NZD)	
Completed on time:	The project was completed within agreed period considering approved extensions of time due to weather	
Completed within agreed budget:	\$16,000 worth of agreed variations relating to additional drainage inspections and resulting works included following commencement of works on site	
Compliance with Health, Safety and Environmental Standards:	The project was installed in accordance with our site-specific health safety and environmental management plan. There were no issues presented during the construction	
Compliance with quality standards:	The surfacing of the pitch was carried out in accordance with our quality management policy and quality management operation standards	
Responsive to Clients Requirements:	Polytan managed to hand over the field in the first week of January. Owing to some significant weather events during December we did not manage to complete the works prior to Christmas. Polytan worked through Christmas to ensure the fields were completed for touch rugby in early January	
Subcontractors:	C&R Sorenson Earthmoving	
Dealing with Difficulties:	Although there was ample room within the existing car park for unloading and storage of materials, College Rifles has an active gym and sports centre which had to remain operational during the works. Polytan worked closely with the management team to ensure day to day operations were not compromised.	
Additional Information:	This project was significant in that it was the first in the resurfacing market in New Zealand. The works included the use of specialist infill removal equipment which allowed the existing infill and synthetic grass to be completely repurposed or recycled! Additionally, these fields represented the first in the country using EPDM coloured rubber infill. The result is outstanding!	



College Rifles PO Box 39073, WMC, Lower Hutt 5045 New Zealand

Phone: (NZ) 0800 442 232 • Fax: +64 (9) 274 9639 • Fax: +64 (9) 274 0162 • enquiry@polytan.co.nz • www.polytan.co.nz

Polytan NZ Limited • Company No: 1554093 NZBN: 9429 0351 96464

A Subsidiary of APT Asia Pacific Pty Ltd an ISO 9001 Quality Endorsed Company

APPENDIX III

CONSULTED PARTIES

Organisation	Person	Position	Organisation Comments/Positioning
Hawke's Bay Cricket Association	Craig Findlay	Chief Executive	Craig and Hawke's Bay Cricket are supportive in principle. Craig obviously would like to understand any potential ramifications for the current cricket blocks on Shrimpton Field.
Hawke's Bay Hockey Association	Strahan McIntosh	General Manager	Strahan and Hawke's Bay Hockey are fully supportive. They had concerns around how the turf being located as per the current LTP would impact on their facility infrastructure in terms of parking and access.
Hawke's Bay Rugby Union	Jay Campbell	Chief Executive	Jay and Hawke's Bay Rugby are fully supportive. Jay did allude to the possible use rugby could make of the turf, therefore not only optimising usage but also contributing to the financial modelling.
Napier City Rovers AFC	Graeme Sole/Chris McIvor	Chair/General Manager	Graeme, Chris and their Board are fully supportive of the proposed move of the turf to Shrimpton Field.
Napier Marist Football Club	Glenn Resiteaux	Chair	Glenn and the Napier Marist Football Club Committee are fully supportive of moving the proposed turf to Shrimpton Field.

AFFECTED PARTIES NOT CONSULTED TO DATE

1. Dog Action Group
2. Mana Ahuriri
3. Napier Old Boys Marist Rugby Club
4. Richmondvale Archery Club

3. PROPOSED MACRAE FIELD TOILET

Type of Report:	Operational and Procedural
Legal Reference:	Local Government Act 2002
Document ID:	1454528
Reporting Officer/s & Unit:	Jason Tickner, Team Leader Parks, Reserves and Sportsgrounds

3.1 Purpose of Report

Request for additional capital and operational funding for a public toilet facility at the Park Island Northern Sports Hub extension (MacRae Field).

Officer's Recommendation

The Sustainable Napier Committee:

- Approve** the proposed installation of a toilet facility at the MacRae Field to facilitate the growth and development of Park Island (Northern Sports Hub)
- Approve \$83,640** of capital funding from the *Financial Contributions fund* for this proposed public toilet facility
- Approve** additional annual operational budget of **\$4,950** for this increased level of service for the proposed public toilet facility

3.2 Background Summary

Over the last 10 years Park Island has had two Masterplans and corresponding District Plan Changes endorsed by Council to ensure that the park would meet the current and growing needs of the community. Below is the latest Master Plan:



Under the last LTP capital funding for the majority of the Council led development of the park was redirected, with some seed funding retained for specific clubs and associations to develop their facilities (i.e. HB Hockey and Central Football).

However, Council has recently completed the construction of the new MacRae Field, adjacent to the Hawkes Bay Rugby Football Union (HBRFU) building, at the corner of Westminster Avenue and Orotu Drive. This development was part of the Northern Sports Hub extension under the masterplan.

Since the completion of the new MacRae Field we have had reports and complaints of the distinct lack of a toilet facility for players and users of the park.

To address the current shortfall in toilet facilities it is proposed that Council repurpose an existing prefabricated dual toilet block currently stored at the City Services Depot. The toilet block we are repurposing was previously located on Marine Parade, but was removed as part of the Reef Garden development. This toilet would be established adjacent to the MacRae Field as a public toilet facility to provide conveniences for users of the park and the wider Parklands and Tamatea community that has seen substantial residential growth. An example of the proposed toilet facility is shown below:



The proposed location will be north of the new car park area next to MacRae field and is shown in the plan below;



There is ongoing conversations with another sports club to establish in this general area and discussions that as part of a club development a changing room and toilet facility could

be incorporated, however these plans are only in their infancy with no certainty around timing or funding.

3.3 Issues

There is the obvious issue of inappropriate ablutions in a public space which has triggered the need for the proposed facility. This lack of facility also has environmental impacts.

There is also an issue of funding this facility from a capital and operational perspective given it is an increase in the level of service which was not identified or budgeted in the 2021/22 Annual Plan.

3.4 Significance and Engagement

HBRFU have been engaged in the process from a need perspective and the Councils Building Team have also been consulted regarding the Building Consent process. If funding is approved further engagement with these parties will take place.

City Services have been engaged and have been providing the price estimates for the construction and operational cost for the proposed facility.

No further engagement has been undertaken or considered necessary given the existing approved masterplan for the area and minor nature of the building and works.

3.5 Implications

Financial

As council already own this building there will be no need for funding for the building itself, just the install, however there will be a shift of this infrastructure asset in our end of year capitalisation from store to Park Island.

An estimate for the install of the toilet block has been received at \$69,700. This is based on repurposing an existing toilet block we have in storage. To address any contingencies, an additional 20% is recommended to be added on top of this value, especially given the current construction environment. This makes the total capital funding request equate to **\$83,640**.

As this project is related to the growth of the cities sporting facilities and the growth of Parklands, it is considered that the most appropriate funding source is the *Financial Contributions Fund*. This has been discussed with our finance team and there is currently sufficient budget in this fund to facilitate this project.

In regard to the operational cost, City Service have identified that the additional facility will cost an approximately **\$4,950** per year to clean, maintain and service. This will be a rates funded cost.

Social & Policy

The proposed toilet block proposal aligns with the Annual Plan Level of Service to *'provide adequate toilets that are accessible, available and appropriately located for use by the public to safeguard the health of the community through the appropriate disposal of human waste in high use community area*.

The toilet will be fully accessible as to align with our NCC Disability Strategy and Building Act requirements.

Risk

The main risks of the proposal are as follows:

- a) Funding shortfall – to mitigate this we have provided up to date building estimates for works and contingency value included.
- b) Vandalism of Facility – This is a risk with any public facility and is budgeted for under the Public Toilet cost centre
- c) Inappropriate use – this is a risk with any public toilet facility, however it is proposed that the facility is locked at night will mitigate some of this risk
- d) Regulatory delays – The structure will need a building consent and confirmation under the District Plan that it is a permitted use.

3.6 Options

The options available to Council are as follows:

- a. Approve and fund the proposed prefabricated toilet block install and operation
- b. Delay installation and investigate the construction and cost of a full changing rooms and toilet facility
- c. Do nothing and wait for future club development on the site to proceed with any toilet block facility
- d. Delay project and request funding in next LTP cycle

3.7 Development of Preferred Option

Approve and fund the proposed prefabricated toilet block install and operation

3.8 Attachments

Nil

4. REPORT ON NAPIER WATER SUPPLY STATUS END OF Q3 2021-2022

<i>Type of Report:</i>	Operational
<i>Legal Reference:</i>	N/A
<i>Document ID:</i>	1455019
<i>Reporting Officer/s & Unit:</i>	Anze Lencek, Water Quality Lead

4.1 Purpose of Report

To inform the Council on:

- the status of Napier Water Supply (NAP001) at the end of the third quarter (Q3) of 2021-2022 compliance year

Officer's Recommendation

The Sustainable Napier Committee:

- Endorse** the report on Napier Water Supply Status end of Q3 2021-2022

4.2 Background Summary

Information presented in this Report is NCC 3 Waters Team's best understanding and interpretation of Drinking-water Standards for New Zealand 2008 (revised 2018) (DWSNZ) and Health Act requirements and our adherence to those requirements – the regulator body (Taumata Arowai) might have a different view when undertaking an annual compliance assessment at the end of the compliance year.

Previously Officers reported quarterly to the Drinking Water Assessor as the regulator via the District Health Board on water supply. Taumata Arowai are now the regulator and it is Officers' understanding that reporting to Taumata Arowai is required annually or by exception. Officers will continue to report to Council quarterly and this report will form part of the annual report to Taumata Arowai along with all other testing results.

4.3 Issues

The following points highlight the main issues and events relating to the supply that occurred in Q3.

A) Summary of any significant events that have occurred and changes to any of the supply elements, WSP and regulatory framework

- **Water Safety Plan (WSP).** Consultants Tonkin & Taylor produced and shared a draft WSP with NCC on 7 March 2022. WSP is currently being finalised with both parties input. Source Water Risk Management Plan draft is yet to be produced by the consultant, works are ongoing and close to completion.
- **Water Take Site.** On 1 March 2022 the dedicated Water Take Site at the end of Thames Street became the only site where approved contractors can take water from the reticulation going forward while fire hydrants water take permits have been revoked.
- **Mains cleaning.** This year's annual mains cleaning programme (aka pigging) will commence in May 2022 and will start in areas that have been missed in 2021 due to Covid-19 lockdown (Tamatea and Parklands).

- **Taumata Arowai.** Draft versions of new Drinking Water Standards, Drinking Water Acceptable Solutions, Drinking Water Network Environmental Performance, Drinking Water Aesthetic Values and Drinking Water Quality Assurance Rules (released 20 December 2021) have undergone public consultation (17 January - 28 March 2022). NCC, Hastings District Council, Central Hawke's Bay District Council and Wairoa District Council made a joined submission on all proposed draft documents.

B) Summary of progress against the WSP Improvement Plan

Improvement Plan is currently being reviewed and updated within WSP review process and the progress against the Plan will be reported once again when the new WSP is finalised and published.

C) Summary of significant reactive maintenance and major operations events

Q1:

- Nil.

Q2:

- **Otatara Reservoir hatch alarm incident.** An open hatch alarm was received 8:05 pm on 22 November 2021. The inspection confirmed the padlock was unlocked and the outer hatch possibly opened and closed back. The inner hatch was in place. Depot isolated the reservoir 8:30pm and secured uninterrupted provision of the supply area fed by the reservoir by forcing-on the Otatara booster. Extensive sampling including microbial, chemical and physical tests revealed no signs of contamination of the water inside the isolated reservoir. The reservoir was drained, cleaned, superchlorinated and retested before put back to service on 27 November 2021 at 2.00pm. Risk assessments into security of all reservoirs are part of the current WSP review process and the potential threats will be addressed and appropriate corrective actions outlined in the Improvement Plan.

Q3:

- Nil.

D) DWSNZ Treatment Plant / Bores Compliance overview

To date, **no** transgressions have been recorded at Treatment plants / Bores in 2021/2022 compliance year. Compliance per category per quarter and Overall Compliance is presented in the table over.

Bore / Plant name	Bacterial Compliance				Protozoa Compliance				Chemical Compliance				Radiological Compliance				Overall Compliance
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	2020-2021
A1 Bore	✓	✓	✓		✓	✓	✓		✓	✓	✓		✓	✓	✓		pending
C1 Bore	✓	✓	✓		✓	✓	✓		✓	✓	✓		✓	✓	✓		pending
T2 Bore	✓	✓	✓		✓	✓	✓		✓	✓	✓		✓	✓	✓		pending
T3 Bore	✓	✓	✓		✓	✓	✓		✓	✓	✓		✓	✓	✓		pending
T5 Bore	✓	✓	✓		✓	✓	✓		✓	✓	✓		✓	✓	✓		pending
T6 Bore	✓	✓	✓		✓	✓	✓		✓	✓	✓		✓	✓	✓		pending
T7 Bore	✓	✓	✓		✓	✓	✓		✓	✓	✓		✓	✓	✓		pending

E) DWSNZ Distribution Zone Compliance overview

To date, **no** transgressions have been recorded within Distribution Zone in the 2021/2022 compliance year. Compliance per category per quarter and Overall Compliance is presented in the table below.

Distribution zone name	Bacterial Compliance				Chemical Compliance				Overall Compliance
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	2021-2022
Napier NAP001NA	✓	✓	✓		✓	✓	✓		pending

F) Health Act 69ZE – ‘Duty to investigate complaints’ summary figures

Customers’ Service Requests (SR) are captured in MagiQ software. From a water quality and risks perspective, the main focus is given to clarity, odour, taste and pressure/flow issues. Numbers of SRs received for each of these categories are presented in the table below.


Service Request category	Q1			Q2			Q3			Q4		
	Jul21	Aug21	Sep21	Oct21	Nov21	Dec21	Jan22	Feb22	Mar22	Apr22	May22	Jun22
Q – Clarity	4	7	9	58	29	66	98	34	51			
Q – Odour	0	1	1	2	0	0	1	0	0			
Q – Taste	0	0	1	0	2	0	0	0	1			
Q – Pressure / Flow	1	0	1	0	4	2	4	3	4			

G) Production summary figures and water take Resource consent compliance

Summary of the drinking-water production (abstraction):

Water Production – All Bores	Q1			Q2			Q3			Q4		
	Jul21	Aug21	Sep21	Oct21	Nov21	Dec21	Jan22	Feb22	Mar22	Apr22	May22	Jun22
Production [m3 x1000]	649	667	677	753	809	860	935	759	816			

Summary on the current Resource Consent compliance and conditions:

- To date NCC has been fully compliant with Resource Consent conditions for 2021/2022. 

4.4 Significance and Engagement

N/A

4.5 Implications**Financial**

N/A

Social & Policy

N/A

Risk

No risks have been identified.

4.6 Options

The options available to Council are as follows:

- The purpose of this report is to present information to Council. Options have not been presented.

4.7 Development of Preferred Option

N/A

4.8 Attachments

Nil

5. REPORT ON THREE WATERS REFORM PROGRAMME

Type of Report:	Information
Legal Reference:	N/A
Document ID:	1456775
Reporting Officer/s & Unit:	Rebecca Huckle, Three Waters Reform Programme Manager

5.1 Purpose of Report

To inform the Council on the progress of the Three Waters Reform Programme within Napier.

Officer's Recommendation

The Sustainable Napier Committee:

- a. **Endorse** the report on the Three Waters Reform Programme.

5.2 Background Summary

Three Waters Reform Programme was launched by the Government to reform local government three waters (3W - Water Supply, Wastewater and Stormwater) alongside the appointment of a new regulator. It is now over halfway through its three year anticipated duration with the programme of readiness due to complete in the next four months.

Napier City Council has undertaken a programme of work in readiness for this reform with funding support from the DIA to the tune of \$12.5m over a period of 20 months (November 2020- June 2022).

The goal for Council over this timeframe is to catch up on operational work that has not been prioritised in the past and to ensure that the assets, services, the data and the people are in the best state possible moving as the reform process progresses.

The key principles of **Napier City Council's** programme are:

- Improved capacity and capability to accelerate infrastructure projects
- Preparation of the team and local industry for upcoming standards as part of reform process
- Improving safety and quality of drinking water by fast tracking delivery of low manganese water to reduce dirty water events and address fire-flow issues
- Improving community and Māori/iwi engagement
- Upgrades to the three waters asset management system and maintenance management transformation programme

5.3 Issues

The Water Quality Improvement (Low Manganese Water) project and the Water Safety Plan Improvements project are both experiencing on-going delays due Covid-19 related disruption within the supply chain, including:

1. Procurement of materials and equipment, including water quality analysers.
2. Sub-contractors and third party utilities providing services to the projects.

5.4 Significance and Engagement

This programme is engaging with mana whenua through the *Iwi engagement on Three Waters and Cultural Values Assessments* programme of work. This piece of work aims to extend the Council's capacity and capability for engaging with Māori, including development of a cultural values assessment.

Council consulted with residents during the 2020/2021 summer break around what the community saw as key issues. 3W concerns were highlighted by this consultation, noting that some of the projects in the reform programme going some way to addressing these concerns in combination with "business as usual" work.

5.5 Implications

Financial

Council has been given \$12.51m by the DIA to undertake a programme of work in addition to business-as-usual programmes. Detailed financial reporting on this spend is required quarterly to the DIA as part of the MOU, including hours spent by staff on each activity. Council has supplied co-funding for some of the projects, with the total anticipated spend for this project at \$19.25m

To date the committed spend against all projects is \$17.93m, with \$1.3m yet to be committed. Actual Spend to end March is \$13.44m

The attached report indicates current progress on the programme of work.

The projects and associated DIA spend are as follows:

COUNCIL	PROJECT	VALUE
Napier	Capital Projects:	\$10.05m
Total - \$12.51m	<ul style="list-style-type: none">• Alternative Water Supply – address dirty water issues• Water Safety Plan - delivery of improvement items• Fire Flow Network Upgrades to meet levels of service• Scoping Three Waters Master Plan Projects – additional resources to assist with the delivery of the current and reform capital plan• Te Awa Structure Plan – Three Waters - additional funding to develop water infrastructure in Te Awa• Pandora Industrial Waste – works associated with trade waste and understanding flow and composition• Review of private water supplies – provide upgraded supply for the Meeanee School hall	
	Planning and Asset Management Projects:	\$1.95m
	<ul style="list-style-type: none">• Parks Water Bores Investigation and Implementation – assessment of bores and commence consenting process for water conservation• Essential Service Planning and Contributions Policy – ensure that three waters programmes are funded appropriately to develop the networks• Maintenance Management Practices - Develop maintenance management practices and workflows and integrate these into the Asset Management System• Delivery Improvement Review – systems and process development• Asset Management Systems & Data Collection• Three Water Models & Masterplans – peer review of models, additional calibration, and peer review of master plans	
	Collaborative Projects:	\$520k

COUNCIL	PROJECT	VALUE
	<ul style="list-style-type: none"> • Iwi engagement on Three Waters and Cultural Values Assessments – extending the capacity and capability for engaging with Māori, including development of a cultural values assessment • Regional Water Projects 	

Progress:

Water Quality Improvement is progressing with the completion of the A3 bore at Meeanee Road. Work is underway on the new bore (T8) at Guppy Road, Taradale with a temporary drilling pad and accessway being constructed, anticipated depth is 80m.

Fireflow Network Upgrades has completed with commissioning having taken place in March.

A Peer review of the Three Waters Models is now underway with the three consultancies contracted (Beca, GHD and Tonkin + Taylor) working with the original modelers Stantec. Structure Plans are also progressing with GHD, with phase one to be complete by 30th June, phase two will complete later in the year with BAU funding.

Asset Management Systems and Data Collection continues with the upgrade of the current system, with contractors engaged and onboard. Significant progress has been made with

Delivery Improvement Review work targeting carbon zero and climate risk & maturity continues. Reports from consultants undertaking the work have been provided and are being reviewed.

Iwi Engagement continues with the support of Te Waka Rangapū. The first of a series of wānanga with Ngati Pārau took place on the 11th of March. This included site visits to the Wastewater Treatment Plant, Mataruahou and the Westshore tidal gates. Te Taiwhenua will present a draft workplan to Council by the end of April. Anticipated underspend has been allocated against the Water Quality Improvement Plan project to decrease its co-funding spend.

Regional Collaboration Projects have now ceased due to lack of traction. After discussion with the Programme Manager for this piece of work, NCC's portion of the underspend, including the portion for the contestable fund has been returned to the Council's budget and allocated against the Water Safety Plan Improvements project.

Crown Infrastructure Partners (who monitor the projects for DIA) have completed an audit of the programme focussing on four of the projects (Water Quality Improvement, Water Safety Plan Improvements, Te Awa Structure Plan and AM Systems & Data Collection. There have been some small recommendations as a result, which can be addressed in the coming month alongside DIA final reporting.

Social & Policy

There are no social and/or policy implications associated with this report.

Risk

There is a risk of further Covid-19 related disruption to both the Water Quality Improvement (Low Manganese Water) project and the Water Safety Plan Improvement projects, where Trility is the main contractor for both, arising from the following:

1. Delay to the procurement of structural steel (Water Quality Improvement project only).
2. Delay to completion of software design due to key sub-contractor contracting Covid-19.

The cost and time impact for both projects are summarised below:

1. Water Quality Improvement project

- a. Practical Completion date delayed 4 weeks beyond 30th June DIA funding date.
- b. \$60,000 approx. worth of committed contract costs to be incurred beyond 30th June 2022 DIA funding date.
- c. Council staff and consultant time (and cost) for continued involvement in delivering the project.

2. Water Safety Plan Improvement project

- a. Practical Completion date delayed 4 weeks beyond 30th June DIA funding date.
- b. \$70,000 approx. worth of committed contract costs to be incurred beyond 30th June 2022 DIA funding date.
- c. Council staff and consultant time (and cost) for continued involvement in delivering the project.

The mitigations to be applied to both projects are summarised below:

1. Sooner than required purchase of off-site materials and equipment.
2. Resequencing of delivery programme, where possible, to mitigate delayed projects (as far as possible) while still achieving quality standards.
3. FY 22/23 Water Project budget funding available to cover committed costs incurred after the 30th June 2022 DIA funding date.

1.6 Options

The options available to Council are as follows:

- a) To endorse this report on Implementation of the Three Waters Reform Project

5.7 Development of Preferred Option

This report is for information purposes only.

5.8 Attachments

- 1 Three Waters Reform Progress (Doc Id 1456780) [↓](#)

3 Waters Reform Program 2021 - March 2022

Total Budget: \$19.27m
Committed: \$17.93m
This Report: 19-Apr-22
Total Expenditure: \$13.44m
Total Upfront Payment: \$6.13m
Additional Payments \$3.2m **Next Payment April 2022**

Key:

On Track- Good Progress

Behind Plan- Progress needs to be made

Complete

The stage(s) complete



No.	Project	Description	Value	Committed to Date	Sponsor	Key Lead/ Project Manager	Progress	Financial	Stage					Progress Comments	Project Risks & Issues.
									Scoping	Procurement	Project Underway	Final Review/ Commissioning	Project Complete		
1	Water Quality Improvement Project	Low Manganese water (reduce water quality issues for the city thorough alternative supplies)	\$5.79m	\$5.097m	R Huckle	Iain Sutherland (Beca)								A2 bore drilling complete, A3 due to complete within the week. Testing of A3 has indicated low manganese and iron. Commissioning will proceed. T8 bore due to commence in the next 4-6 weeks. Tenders have been let, containerised treatment plants being produced as per Water Safety Plan Delivery reported below. Due to extended scope, cofunding has been provided from LTP budget. Programme on-track	Consenting - highest risk Timeliness Procurement of physical assets is a challenge with Covid related shortages, now compounded by extended international delivery times due to Ukraine crisis.
2	Water Safety Plan Delivery of Improvement Items	Water Safety Plan Delivery of improvement items (provide network monitoring to manage quality and safety of the water supply and deliver other network improvements.	\$1.470m	\$1.359m	R Huckle / T Garrett	Tom Garrett (Beca)								Design and build has commenced, with EA approval currently being sought. Materials are being procured ahead of time where possible	There has been some slippage in the delivery schedule which could push completion date out near to 30 June deadline. PM working with Trillity to try and mitigate, however some key staff now being affected by Covid.
3	Fire Flow Network Upgrades to meet Levels of Service	FW-2 (Address urgent fireflow issues across the network as identified from recent model and master plan project outcomes)	\$2.42m	\$2.622m	R Huckle / T Garrett	Karlton Karangaroa								Onehunga Rd 95% complete and awaiting commissioning. Franklin Road is 95% complete and awaiting connections to be added before commissioning. Le Quesne is 95% complete. An underspend has been apportioned between Projects 5 and 9.	A very small risk that the \$50k contingency will overspend on pipe connection work.
4	Parks Water Bores Investigation and Implementation	Parks Water bores Investigation and implementation (Increase resilience and improve water conservation)	\$0.37m	\$0.459m	R Huckle	Mike Alebardi								Final report for decommissioned boreshas been delayed by consultant. Now expected by end of April. This will be the last piece of work to complete this project	
5	Review of Private Water Supplies	Review of Private Water Supplies (Provide upgraded supply for the Meaane school and hall)	\$0.65m	\$0.168m	R Huckle / T Garrett	Tom Garrett (Beca)								The project has been tied in with the Awatoto Industrial water supply. Now progressing with D&B option, tender process beginning.	Completion at risk due to contractor panel delays. Mitigation by looking at combined Design & Build option and procurement of physical assets ahead of time
6	Peer Review 3 Waters Models & Master plans	Peer review - 3 Water models & Master plans (Continue with the master planning process by undertaking peer reviews of models, additional calibration and peer review of master plans	\$0.35m	\$0.31m	R Huckle	T Garrett (Beca)								Peer review of modelling went to tender with preference for all three waters to be reviewed by the same consultants. There was no appetite by consultants to review all three. PM now taken this to contractor panel who are responding with preferred models to review	Appetite by consultants to provide the reviews- due to lack of resource is still an issue, however this is being mitigated by the use of the new contractor panel.
7	Scoping Three waters Master Plan projects	Engineering expertise to assist with the upfront work to deliver the \$449m of Three Waters capital works coining up in the 10 year plan	\$0.69m	\$0.675m	R Huckle / T Garrett	3W team								Additional Resources engaged and underway with scoping and managing the water programme. Good progress being made.	
8	Te Awa Structure Plan and 3 Waters Infrastructure	Te Awa Structure Plan - 3 Waters (Enable growth and address affordability issues)	\$5.4m	\$5.372m	R Huckle	Jamie Goodsir								Project Back on track now with 3 contractors on site. Have transferred total to the project budget from this code to the project code.	Further delays to the project from scope changes
9	Pandora Industrial Wastewater Pipe	Back up project replacing the WW outfall chamber as this was already repaired. Updated project will be used to install flow meters on tradewaste customers.	\$0.39m	\$0.193m	R Huckle	Matt Johnston (Beca)								Design and build phases now underway with design nearing completion and EA approval sought. Flow meters and sampling stations have been identified civil contractor has been engaged wiht work to commence wihtin the fortnight.	There is a risk that the lead time for the meters and samplers could cause to project to come close to project deadlines. Civil contractor may encounter issues at more complicated sites.
10	Asset Management Systems & Data Collection	Data Collection - EAM (Fully implement an upgraded enterprise asset management system for 3W team, undertake asset data condition assessments and upgrade information	\$5m	\$0.452m	R Huckle	Andrew Hartrick								Work continues at pace with all parties required to complete the work engaged and looking to complete by mid- May.	Software companies not delivering on promised upgrades. Increase in costs is a risk.
11	Delivery Improvement Review	Delivery improvement review (integrate Project Management Framework, contract management, procurement, design, PMO etc. to improve our project management and delivery capability	\$0.349m	\$0.346m	R Huckle	R Huckle								Consultants engaged to assist with delivery improvement, lead by Project & Design. Carbon reduction project and Climate Change roadmaps are in the final stages with draft reports having been presented to Heather Bosselman. Presentations to ELT and councillors to be held.	Buy-in and support from Council staff due to capacity.
12	Maintenance Management Practices	Extend MMTP (Deliver Maintenance Management Transformation Programme faster and equip our internal service provider to be more competitive in preparation for the reform whilst improving asset data and operational processes	\$0.131m	\$0.139m	R Huckle	AMIT/ 3W teams								Stantec currently working on the P&IDs (Piping & Instrumentation Diagrams) for all pump stations. The delivery of these has been delayed, and these are now expected to complete by 30th June.	Stantec making not as much progress as required to complete. This is now being managed more closely by the reform PM.
13	Waters Essential Services Plan and structure plans	Essential Services Plans and FC/DC Policy review (Ensure that 3W programmes are funded appropriate ly and that our FC/DC policy is upto-date and robust to enable capture of funds to develop the networks)	\$0.29m	\$0.188m	R Huckle / T Garrett	Develop-ment & Stds Team								GHD have been engaged by City Strategy to provide structure plans. This piece of work has been delayed, and will therefore only partially complete by 30 June. This will however use the remaining budget.	There is a risk that the deliverables agreed will not hit the 30th June deadline. Strong project management by City Strategy is required.
14	Iwi Engagement on 3 Waters & Cultural Values Assessment	Iwi Engagement on 3 Waters (Extending the capacity and capability for engaging with Maori and mana whenua, including development of a cultural values assessment	\$0.30m	\$0.306m	R Huckle	Te Waka Rangapū / R Huckle								Ngāti Pārau and Te Taiwhenua are now engaged with NCC, providing plans for their engagement around 3 Waters. Assistance and guidance are being provided by Te Waka Rangapū	There is a risk that reports from Iwi will not be submitted on time, therefore delaying spend.
15	Regional Projects	Regional Projects : a \$500,000 allowance has been made to work on Regional Projects. The local suppliers have worked together to develop a shared regional programme of work, valued at \$1.4m	\$0.220m	\$0.213m	Toni Goodlass	T Goodlass and external providers								There is no more work to be progressed on the Regional Programme. The remaining \$280k underspend has been applied to Project 1. The remaining \$7k has been used with residual costs.	Project Closed.
		Three Waters Reform Programme RFI		\$0.754m	AMIT Team	Various								Project largely completed, some remaining questions coming from DIA and WICS.	
		Regional Private Supplier Assessment		\$0.3m	Toni Goodlass	Various								RFP scoped and DIA involved in finalising scope. Calls to private suppliers underway	
		Regional Contestable Fund for private - scheme assistance and support.												scoping discussions underway	
		Regional Engineering code of practice												Project no longer visible	
		Regional Audit of Asset Management/GIS systems												Project no longer visible	
		Regional Cadet and Operators Scheme												This project no longer a viable option	

6. ADOPTION OF THE CODE OF PRACTICE FOR LAND DEVELOPMENT AND SUBDIVISION INFRASTRUCTURE

<i>Type of Report:</i>	Procedural
<i>Legal Reference:</i>	Resource Management Act 1991
<i>Document ID:</i>	1456794
<i>Reporting Officer/s & Unit:</i>	Retha du Preez, Team Leader Development and Standards

6.1 Purpose of Report

For Council to:

- Note the key changes to the Code of Practice for Land Development and Subdivision Infrastructure.
- Adopt the proofread Code for Practice for Land Development and Subdivision Infrastructure, March 2022.

Officer's Recommendation

The Sustainable Napier Committee:

- Note** the key changes to the Code of Practice for Land Development and Subdivision Infrastructure.
- Adopt** the proofread Code of Practice for Land Development and Subdivision Infrastructure, March 2022.

6.2 Background Summary

The Code of Practice for Land Development and Subdivision Infrastructure (the Code) sets the standard for the design and construction of public infrastructure within the Napier City territorial boundary. The Code sets out performance criteria for land development and subdivision infrastructure and provides a means of compliance with the obligatory requirements of the Napier City District Plan and the Resource Management Act.

The Code has been significantly updated from the pre-existing "Code of Practice for Subdivision and Land Development – Parts A, B, C and D to M" dated March 2019 because the document was difficult to follow. These Parts have been reviewed and incorporated into the Code and/or referred to the District Plan as follows:

- Part A: Resource Management Requirements – are almost entirely contained within the District Plan (with the exception of Section 7.2) and duplicated in the Appendices which form part of the Code
- Part B: Engineering Performance Criteria – which sets minimum criteria, are now integrated throughout the Code.
- Part C: Engineering Standards – sets the mandatory requirements, are now located in Sections 2.1.1, 3.1.1, 4.1.1, 5.1.1, 6.1.1 and 7.1.1 of the Code.
- Parts D to M: Design and Construction (a Means of Compliance) – is integrated throughout the Code.

The Code's structure has been aligned with NZS4404 for easy reference between the documents and duplications have been removed. In drafting the Code, more reliance was

placed on industry documents, seismic resilience, and sustainability which follows the best practice guidelines in New Zealand. A review was undertaken of all the as-built drawings to better align these drawings with Council and developers' expectations.

The changes and amendments to the Code are intended to better align the Code with:

- NZS4404:2010 (Land Development & Subdivision Infrastructure Standard)
- Hastings District Council documentation
- National and International Standards
- Environmental Regulation Changes, Sustainability and Climate Change best practices
- Industry best practise guidelines

The philosophy underpinning the Code is to:

- Maximise the efficient use of infrastructure resources to ensure that any infrastructural development work is cost-effective and appropriate for the long term.
- Provide a means to achieve requirements set down in the District Plan, resource consents, or contracts when specified.
- Provide a means for alternative/innovative design and construction to be considered when undertaking infrastructure development or development works.
- Provide context and support to urban design when considering development works proposals.
- Be used for the design and construction of new infrastructure and maintenance of existing infrastructure, including asset renewal, unless the standards are not compatible with the existing standards.

The revised Code will provide clarity and alignment for the developing community and provides for a more resilient sustainable infrastructure for Napier City Council.

The Draft Code was released for comment in parallel with the Draft District Plan during August and September 2021. Feedback was received from Napier City Council Infrastructure teams and the Hawkes Bay Regional Council with minor changes recommended to the Code.

6.3 Issues

The pre-existing Code of Practice for Subdivision and Land Development was difficult to follow. The document does not include the latest industry best practices or requirements for seismic resilience or best practices to make provision for future climate change. Furthermore, the existing Code does not align with Waka Kotahi (NZ Transport Agency) guidelines, Hastings District Council and industry best practice guidelines which confuses the development community.

6.4 Significance and Engagement

The draft Code was released for comment in parallel with the Draft District Plan during August and September 2021. Feedback was received from Napier City Council Infrastructure and Environmental teams and the Hawkes Bay Regional Council with minor changes recommended to The Code.

6.5 Implications

Financial

Being a technical document there are no direct financial implications.

Social & Policy

N/A

Risk

Being a technical document there are no direct risks associated with the report. The risk to Council associated with the Code is that if Council does not proactively review and integrated the latest industry requirements, Council's infrastructure will be reliant on older infrastructure guidelines that do not address sufficiently a more resilient and sustainable infrastructure.

6.6 Options

The options available to Council are as follows:

- a. Adopt the attached Code of Practice for Subdivision and Land Development, March 2022, once proofreading completed.
- b. Status Quo – The Code of Practice for Subdivision and Land Development – Parts A, B, C and D to M" dated March 2019.

6.7 Development of Preferred Option

Adopt the Code of Practice for Subdivision and Land Development, March 2022.

6.8 Attachments

- 1 Code of Practice for Land Development and Subdivision Infrastructure (Doc Id 1456796) (*Under Separate Cover*) [⇒](#)

7. CAPITAL PROGRAMME DELIVERY

Type of Report:	Information
Legal Reference:	N/A
Document ID:	1453428
Reporting Officer/s & Unit:	Jon Kingsford, Director Programme Delivery

1.1 Purpose of Report

To provide Council with information on the 2021 Long Term Plan (LTP) Capital Programme and initiatives underway to improve Capital Programme Delivery.

Officer's Recommendation

The Sustainable Napier Committee:

- a. **Receive** the report titled "Capital Programme Delivery".

1.2 Background Summary

Situational update

Covid-19 continues to impact on planned timeframes associated with the delivery of Napier's capital programme both in terms of planning and construction. This is resulting in completion dates for phases of work on a number of projects being pushed out. For projects in the construction phase these delays have been exacerbated further by prolonged wet weather (Napier has received just over half its annual rainfall in February and March).

Ongoing issues with supply chains are also causing delays in expenditure, with a number of projects having financial commitment but not expenditure.

Annual inflation has hit 6.9 per cent for the year to 31 March 2022, the largest move since a 7.6 per cent annual increase in the year to June 1990 quarter.

Capital Programme Summary

Currently the Design and Projects team have 40 projects in progress to the value of \$22 million, with the balance of projects being managed within each activity to which they relate.

Projects Going to Tender

The following notable projects are progressing through the tender in this reporting period:

- Pandora Industrial Pipeline Flow Meters
- Taradale Library Air-conditioning Upgrade – Registration Of Interest
- Western Hills Cemetery Extension Stage 2
- Supply and Maintenance of Public Space Closed Circuit Television Cameras
- War Memorial Roll of Honour Plaque Restoration
- Civil Building Demolition - Request for Proposal

- Internal Audit Services for Hawkes Bay 5 Councils - Request for Proposal

Contracts Awarded

The following notable projects have successfully completed the procurement process in this reporting period:

- Essex Street Playground Civil Works
- Maggie's Way – Dolbel to Otatara

Projects nearing/at completion

The following notable project is nearing completion of the construction phase in this reporting period:

- FW2 Fire flows network upgrades

The attached report (Appendix 1) further demonstrates the progress of notable projects currently underway.

Processes Undergoing Review

In order to improve programme delivery performance, a number of initiatives and reviews are in place. The objective of these reviews is to ensure processes are fit for purpose and as efficient as possible with respect to the time to complete them. A selection of these work packages are summarised below:

Council's Project Management Framework

Council is undertaking a review of the following PMF stages to ensure best practice:

- Project Classification
- Project Lifecycle
- Roles and responsibilities
- Project Governance
- Project Reporting

The outcome of this review is likely modifications to the Project Management Framework in Sytle and the development and delivery of training material to project related staff across Council.

Project Financial Reporting

Council will reassess what level and detail of financial information is required to enable project teams to track spend on projects. The review team will then look to see if the revised information needs can be met by existing systems or whether different tools are required.

This review will be informed by other packages of work relating to the Project Management Framework so has not commenced as yet.

Programme and Project Reporting

Sytle now has a new reporting module that enables users to develop their own reports tailored to their own and stakeholder needs. Council will be reviewing this module with the intention of developing new reports to meet Council reporting requirements.

This work is contingent on the review of the Project Management Framework so has not yet commenced.

NCC Project Management Manual

Together with the above packages of work, Council's existing project related manuals, documentation and templates are being reviewed. This documentation will be complemented with training material that can be rolled by repeatedly to Council Officers and panel members involved in the development and delivery of Council projects.

As part of this initiative, work has commenced on the development of project scoping templates so that better direction can be provided to Activity and Asset Managers as they work up project scopes for the Programme Delivery team. These templates will be included in the Framework Review, manual and training materials.

Procurement Opportunities

Council Officers are now starting to look at next year's capital programme of works and what that entails. These initial discussions include consideration of what if any bundling opportunities exist, both in terms of engagement with Panels of service providers and bundling of projects for procurement of physical works.

Project Management Training

Introductory training on Project Management fundamentals is currently being developed. This level of training is intended for new staff members and/or staff members new to projects that do not have a great deal of experience in developing or managing project of any size. The training is intended to cover Project Management Principles of cost management, time management, risk management and reporting.

This work is likely to commence in mid to late May however exact timing is contingent on attendee availability.

Delivery Capacity Constraints

As previously reported to the Audit and Risk committee, capacity constraints across Asset and Activity Management sectors of Council present a risk to programme delivery. This risk is playing out with the areas of the business who have sought funding through Activity/Asset Management and Long Term Plan (LTP) processes to address problems and needs not having sufficient capacity beyond delivering on their primary role requirements to develop project scopes to enable a project to be progressed.

This risk was recognised at the commencement of the current financial year and actions have been taken in an attempt to alleviate these constraints. The Three Waters Technical Panel of consultants and the Project Management Panel of consultants are intended to augment internal resource capacity to enable more effort to be directed at the scoping of projects. With respect to the Three Waters Technical Panel, the primary intent of that panel is to provide additional specialist resource to enable the necessary investigation and examination of LTP funded line items to be fully understood, scoping document written and standards to be specified that will then enable projects to be progressed as envisaged. Monthly review meetings involving the Three Waters Programme Manager and the Programme Delivery team are being implemented so as to ensure that "best fit" available resources, either internal or external, are allocated to projects to advance progress as efficiently as possible.

The Project Management Panel has augmented Council's internal project management capacity and will enable Programme Delivery Directorate to provide early support to Asset and Activity Managers in the development of project scopes. Workshops on activities with large capital programmes in the 2022/23 years are already underway to assess how projects not completed this year will impact on next financial years programme, to identify any bundling opportunities and to determine what support Programme Delivery can provide to progress the collective programme of work. While these initiatives are work in

progress they are a good indication of the level of collaboration occurring across the business to improve programme delivery.

1.3 Issues

Industry Capacity

Many projects, both Council and privately delivered are experiencing delays relating to resourcing constraints as a result of Covid-19. This has been further exacerbated by multiple inclement weather events.

1.4 Significance and Engagement

This report is for information purposes only.

1.5 Implications

Financial

The financial performance of individual projects does not form part of this report.

Social & Policy

There are two primary issues which have resulted in the completion of the Centennial Hall flooring replacement and lighting upgrade project being delayed. These include contractors staff being compromised by Covid-19 and delays in materials including the wall linings around the events centre, floor tiles, carpeting and vinyl in the front entrance. The front entrance is the priority, once this is completed, including the reinstatement and fire compliance, the events centre will be back to full operation.

It should be noted that there have been delays in the Centennial Hall floor replacement and lighting project which have resulted in cancellation of school basketball.

Risk

Significant project risks are reported to Council separately via the Audit and Risk Committee.

1.6 Options

This report is for information purposes only.

1.7 Development of Preferred Option

This report is for information purposes only.

7.8 Attachments

- 1 Capital Programme Report [↓](#)

PROJECT NAME	ASSET DISCIPLINE	PROJECT UPDATE	PROJECT PHASE	% OF PROJECT	FINANCIALS	SCHEDULE	REASON FOR RED OR AMBER STATUS	COMPLETION DATE
McLean Park Digital Screen	Business & Tourism	There has been a Covid enforced delay in the project. The manufacture of the screen will not be completed until 30th of June 2022. This will then be followed by 6-8 week shipping time, followed by 4 weeks install and commissioning. This places physical completion of the project at the end of Sept 22. Rental screens will be sought in the meantime.	Initiate				Covid enforced delays in the project	Sep-22
Civic Building Demolition	Community Services	Demolition Contract currently out for tender	Procurement					
Centennial Hall (RGCEC Floor and Lighting Replacement)	Building Asset Management	Carpentry, vinyl and foyer flooring work underway, although delays due to COVID experienced.	Construction	59%			Covid enforced delays in the project	Jun-22
Marine Parade War Memorial	Business & Tourism	Developed Design is currently being costed by QS. A final design for the floral clock is nearing completion.	Design	59%				Jan-23
Napier Aquatic Centre Expansion	Sports & Recreation	report to be presented to Council March 2022.	Survey					
Swan Memorial Lamp Repair	Parks Reserves and Sportsgrounds	The project has been delayed by two months and is expected to be finished by end of May.	Procurement	82%			Two months behind the original schedule.	May-22
Aquarium Reef Tank Diver Access Investigation	National Aquarium	The project has been delayed by two months due to Covid related resource constraints faced by the fabricator.	Construction	57%				May-22
Dolbel to Otatara (Maggie's Way)	Parks Reserves and Sportsgrounds	Contractor to commence works week starting 2nd May	Construction	72%				Aug-22
Western Hill Extension - Stage 2	Parks Reserves and Sportsgrounds	Amendments to designs have been signed and through Engineering approval. The contract is out for tender and closes on 6th May 2022.	Procurement					Oct-22
Essex Street Reserve Playground Renewal	Parks Reserves and Sportsgrounds	Civil Tender Awarded, construction due to Commence in May	Construction	71%				Aug-22
Puketitiri Road Safety Improvements	Transportation	Concept design completed. Information on Emerald Hilldevelopment is required to progress the design further.	Design	5%				
Marewa Shops Improvements	Transportation	Awaiting further instructions from project sponsor.	Design	55%				
HBRU Game Field	Sportsgrounds	Lights livened. Consultant closing out commissioning.	Construction	69%				Jun-22
Poraiti Road Corridor Improvements	Transportation	Project deferred due to likely integration with Puketitiri Road Upgrade. With Sponsor.	Programme	29%				
Munroe Street WWPS	3 waters	EA issued 25/11/2021. Depot to complete construction. To by completed by July 2022.	EA	59%			Project budget to be confirmed. New GL to be determined post EA.	Jul-22
Parklands Area 3 Stages 8, 9, 10	Parklands	Downer are 60% complete overall. Stage 8 (Separable Portion A) is 85% complete and programmed for completion this month. Project programmed for completion in July 2022. Project budget of \$6M. 62% of contract value complete. Covid is impacting schedule and materials availability.	Construction	88%				Jul-22
Whakarire Ave Coastal	Reserves	Design Consultant to interview those who downloaded the document but did not tender, with a view to encouraging more tenderers. Specifications may change. HBRC consent extensions required. Current plan is to re-tender mid 2022 for a March 2023 start.	Tender	63%			Consultant to review documents to hopefully reduce costs.	Dec-23
Ellison St to Marine Parade Walking & Cycling Improvements	Transportation	Covid is impacting the contractor, causing completion delays and adding cost. Contract completion expected in June 2022. Revised completion date negotiated with MBIE of 30/06/2022. The \$2.747M budget is very tight with current scope. The scope may need to be reduced if there is insufficient budget.	Construction	62%			37% of budget spent. Potential for the current budget to be insufficient in order to complete the current scope. Contractor behind schedule. Poor weather and Covid is impacting completion.	Jun-22
Eriksen / Kenny Rd Intersection Upgrade	Transportation	Project in construction phase, 75% through the latest programme. 58% of contract value spent. Scope had increased as adjoining developers connect to new services now rather than when the road is newly sealed. Current programme completion in July 2022. Poor weather and Covid impacted the schedule.	Construction	63%			Large variations approved for EOT delays, methodology changes , extra TTM. Possibly additional contingency required.	Jul-22
FW2 Fire Flow Network Upgrades	Water Supply	All pipe is in the ground. Commissioning is underway.	Construction	68%			delays due to contract & COP clash	May-22
Spencer Road Retaining Wall	Transportation	External PM working on Procurement Plan. External design construction estimate to be updated.	Procurement	50%				Dec-22
Thompson Road Slip Remediation	Transportation	External PM working on Procurement Plan. External design construction estimate to be updated.	Procurement	45%				Dec-22
Clyde Road Retaining Wall	Transportation	External PM working on Procurement Plan. External design construction estimate to be updated.	Procurement	49%				Dec-22
Hadfield Terrace Retaining Wall	Transportation	External PM working on Procurement Plan. External design construction estimate to be updated.	Procurement	48%				Dec-22

PROJECT NAME	ASSET DISCIPLINE	PROJECT UPDATE	PROJECT PHASE	% OF PROJECT	FINANCIALS	SCHEDULE	REASON FOR RED OR AMBER STATUS	COMPLETION DATE
Ocean Spa Upgrades (Sauna and Steam Room)	Parade Pools	The Contractor has purchased all specialists materials - they are on their way to NZ from Finland, ETA to Napier late June 2022. Aimed at getting Contractor on site 2 weeks before material delivery.	Design	85%				
Westshore to Ahuriri Walking & Cycling Connectivity	Transportation	Awaiting an independent safety audit to take place. Additional potholing is required to move stormwater to a more suitable alignment.	Design	61%			Design delays	
Ocean Spa - Changing Rooms Renewal	Sports & Recreation	Designer working on a detailed concept plan. ETA end of May 2022.	Design	53%				
Steps and Ramps 2020/21 (Onslow Steps)	Transportation	The tender is with the Engineer for final review. Designs have been completed and fabrication has started. Aimed at having the steps onsite mid-May and the work to be completed within this financial year.	Design	71%				Jun-22
Airport Sewer Pump Station Renewal	Waste Water	Retaining wall complete, terminal manhole, valve chamber and over flow complete . Dewatering from this point onwards is expected to be low. Variations claimed to date have exhausted the contingency for this project. It is estimated that an additional \$100k is required to cover the remaining work to complete.	Design	88%			Increase in budget is likely. Delays due to the rainfall event.	Aug-22
Reservoir Inlets and Outlets Improvements	Water Supply	This project is now on hold pending further work on the budget by the asset management function.	Options review	56%			Design report approval outstanding. Further delays may impact on material costs.	
Taradale Library Air Conditioning Upgrade	Libraries	Revised costing indicates final project costs likely to now be approx \$500k. Project is now out for RoI, with target date for contract award of 10 June. This should allow the Contractor to begin procurement of long-lead time equipment	Procurement	81%			Engineers estimate on market costs confirms likelihood that contracted works will be higher than forecast late 2021.	Nov-22
Aquarium Sea Water Supply Pump	National Aquarium	Project is almost ready to execute pending receipt of construction estimate and related schedule from the Depot. This is expected by the end of April.		78%			Budget to be re-evaluated once construction estimate received form Depot.	
Ahuriri Regional Park Master Plan	Infrastructure	The Working Group met on 14th February 2022 to discuss governance structure options. Further discussion required with Mana Ahuriri	Initiate	5%				2027
Hospital Hill falling main	Infrastructure	Preliminary design and alignment of stage one.	Initiate	0%				
Lagoon Farm Diversion	Infrastructure	The detailed investigation and preliminary design to start in 2021/22 and competition by June 2027	Initiate	0%				2027
New Taradale - Rising & Falling Trunk Mains	Infrastructure	Preliminary design work being scoped and implemented with 148k carry over budget.	Initiate	11%				
Standby Generators for Pumpstations/Reservoirs	Infrastructure	Procurement Process Completed.	Plan and Execute	50%				
Thames/Tyne Property encroachment strategy.	Infrastructure	Concept being developed.	Programme	33%				
Water Supply Network – Master Plan Peer Review	Infrastructure	part single peer review contract to review both model and master plan. Reform Consultant assigned as PM as project funded by reform - to manage project execution.	Execute	50%			Availability of Consultants to undertake the work	
Water Supply Network Hydraulic Model	Infrastructure	Water Model is in the final stages of calibration. and has been used to provide input into the master planning projects.	Initiate	0%				
Water Supply Network Hydraulic Model – Model Peer Review	Infrastructure	Model peer review templates underway and single Procurement Plan for all reviews to follow.	Execute	48%			Availability of Consultants to undertake the work	
WS_Mataruahou (Napier Hill) Reservoir	Infrastructure	Procurement for a Project Manager completed	Plan and Execute	49%				
WW Outfall - Consenting	Infrastructure	2021.08.02 Procurement plan is currently being developed.	Programme	25%				
WW_Pandora Industrial Tradewaste Treatment	Infrastructure	Tender process for remediation contract underway	Initiate	16%			time taken to get to tender. Schedule to be reset.	

8. BETTER OFF FUNDING

Type of Report:	Contractual
Legal Reference:	Local Government Act 2002
Document ID:	1459320
Reporting Officer/s & Unit:	Adele Henderson, Director Corporate Services

8.1 Purpose of Report

The Minister of Local Government has announced that councils are now able to put forward proposals for the first \$500 million of Crown funding from the Three Waters reform 'Better off' support package. The funding is for local government to invest in local community wellbeing and can be used for capital or operating initiatives. The remaining \$1.5 billion is available from 1 July 2024. Council will need to determine whether it will apply for funding.

Officer's Recommendation

The Sustainable Napier Committee:

- Approve** Napier City Council to prepare an application for the Tranche 1 'Better off' support package available as part of the Three Waters Reform up to \$6.46m; **OR**
- Approve** Napier City Council to prepare an application for the Tranche 1 'Better off' support package available as part of the Three Waters Reform up to \$6.46m, subject to Crown agreement that Napier City Council can continue to exercise its democratic right to oppose and/or voice concerns and/or question the legitimacy of the Three Waters Reform proposal; **OR**
- Do not approve** Napier City Council to apply for the Tranche 1 'Better off' support package available as part of the Three Waters Reform of \$6.46m; **AND**
- Note** that, subject to the decision above, the Funding Agreement and Funding Proposal will be brought back to Council for approval.
- Note** any application to the Better off support package would need to be subject to the Chief Executive confirming this will not affect council's ability to deliver our existing water works programme, capital and operational.

8.2 Background Summary

The Minister of Local Government has announced that councils are now able to put forward proposals for the first \$500 million of Crown funding from the Three Waters reform better off support package. The funding is for local government to invest in local community wellbeing and may be applied to capital or operating initiatives. The remaining \$1.5 billion has been signalled to be available from 1 July 2024.

Funding allocation

The Heads of Agreement signed by Local Government New Zealand (LGNZ), allocated a package of funding with a 75% allocation based on population, a 20% allocation based

on the deprivation index, and a 5% allocation based on land area. The Department of Internal Affairs (DIA) has established simple funding criteria, being:

- Supporting communities to transition to a sustainable and low-emissions economy, including by building resilience to climate change and natural hazards.
- Delivery of infrastructure and/or services that enable housing development and growth, with a focus on brownfield and infill development opportunities where those are available.
- Delivery of infrastructure and/or services that support local place-making and improvements in community well-being.

Funding Proposal and Funding Agreement

To access Napier City Council's share of the first \$500 million of the package we will be required to submit an online Funding Proposal and Funding Agreement.

The Funding Proposal will set out key information including proposed projects, milestones and expected completion date. It will also need to provide a wellbeing assessment and outline iwi/Māori engagement.

To streamline the funding application and approval process, each council will have access to a Relationship Manager if needed to support the development of the Funding Proposal. The relationship managers will be available to provide additional guidance on an as-required basis. Crown Infrastructure Partners Limited (CIP) has been appointed to this fulfil this function and will be supported by the DIA.

Guidance is available on the Department's website and includes detailed information on how you can contact your relationship manager: Three waters reform programme reform support package - dia.govt.nz.

The online form via Community Matters online grants management system is now available. Councils can also view a pro-forma copy of the Funding Proposal on the DIA's website.

The Funding Agreement sets out the terms and conditions of the relationship between the DIA and CIP and the recipient of the funds.

The conditions in the Funding Proposal and the Funding Agreement must be satisfied (i.e. appropriated completed and signed) by 30 September 2022.

Supporting transition

As set out in the LGNZ Heads of Agreement, Councils receiving this package will help support the transition to the new entities by meeting any reasonable request for information and assistance.

By signing the Funding Agreement in its current form would mean that Napier City Council is obliged to work collaboratively and cooperatively with the Crown to deliver the Three Waters objectives and the reform package. Any conduct that is inconsistent with this, would likely amount to a breach of the Funding Agreement. We therefore do not consider that Napier City Council would be able to sign the Funding Agreement in its current form, receive funding and maintain the right to oppose the reforms.

Following approval of a Funding Proposal and an executed Funding Agreement, an initial disbursement of 10% of your requested amount will be released (no earlier than 1 July 2022). The remainder will be disbursed on receipt of a progress payment request which you may submit on a monthly basis online.

Each council is required to submit a progress report online every six months. The DIA will provide pro-forma copies of the payment request and six-monthly progress report by 30 April 2022.

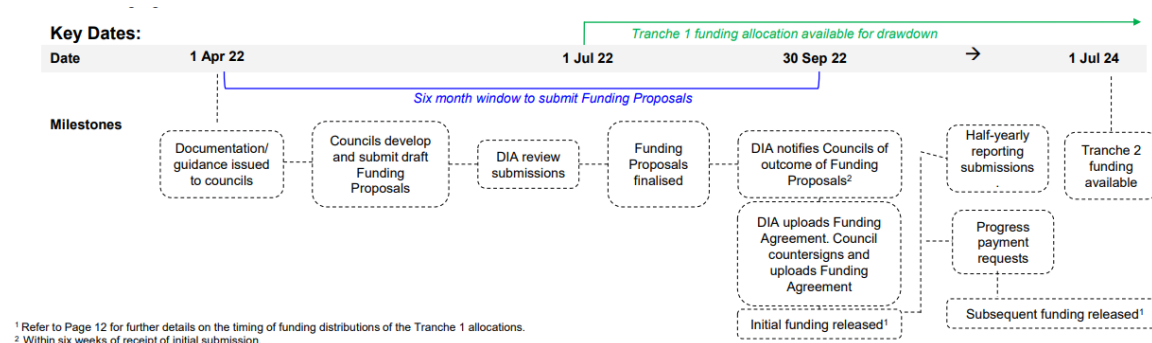
The programme of works must support one (or more) of the Better off package criteria, therefore funding proposals must be for new initiatives/projects and/or to accelerate, scale-up and/or enhance the quality of planned investment. The duration of the Programme of Expenditure must be 5 years or less (completion date on or before 30 June 2027).

Features to note for the Support Package offer:

- ▶ Funding Proposal submissions close 30 September 2022.
- ▶ Tranche 1 funding (\$500 million) is available for use from 1 July 2022.
- ▶ The remaining \$1.5 billion of funding may be available for use from 1 July 2024.

How does Napier City Council access the better off package?

- ▶ There are two key documents to apply for and access the funding:
 - The Funding Proposal
 - The Funding Agreement
- ▶ Each Council may only submit one Funding Proposal to access their council's share of the first \$500 million of the Package, but it can cover more than one project or initiative.
- ▶ Funding may cover projects for a period up to five years in duration (through to 30 June 2027).
- ▶ Each Council has a relationship manager assigned to help you complete the Funding Proposal.



8.3 Issues

Napier City Council is currently a member of Communities for Local Democracy (C4LD) which currently opposes Three Waters Reform in its current state. Further risks are noted below under Risk.

Council will need to determine what project(s) it wishes to be considered for the Tranche 1 funding, if it approves the resolution to proceed with an application.

8.4 Significance and Engagement

There is no obligation to engage with the community on receiving the Better off funding. The criteria for the Better off funding package recognises that local authorities are expected to engage with iwi/Māori in determining how it will use its funding allocation.

For Tranche 1, it is expected that the Funding Proposal demonstrates genuine engagement, extending beyond standing committees.

8.5 Implications

Financial

Signing the Funding Agreement is not considered compensation for the transfer of Three Water assets. The funding is a grant for specified projects as part of Tranche 1 funding.

The Better off funding is proposed to be received in two tranches, however there is uncertainty about the delivery of Tranche 2 funding. Based on the notional funding allocations, Napier City Council will be able to apply for the following:

Tranche 1 - \$6.46m

Tranche 2 - \$19.37m

TOTAL - \$25.82m

The Funding Agreement expressly states in the background, that the remaining allocation of funding (Tranche 2) is to be funded by the new water services entity (clause 2). There is no express or implied obligation on the Crown to provide further funding in this Funding Agreement.

Local authorities do not have to apply for the full Tranche 1 amount upfront, funds not applied for in Tranche 1 will be made available in Tranche 2 (available from 2024).

Social & Policy

There are no social or policy implications to note.

Risk

A key issue is that the Funding Agreement expressly provides in exchange for the Tranche 1 funding, each Recipient will work collaboratively with the New Zealand Government in connection with the Three Waters reform programme. This is a key obligation and is expressly repeated in Schedule 2 to the agreement. Schedule 2 expressly requires collaboration and cooperation with the DIA to provide for the implementation and carrying out of the Three Waters program.

There is a wide sweeping obligation for a Recipient to agree to collaborate and cooperate as requested to achieve the reform objectives. This goes on to require compliance with a reasonable request for secondment of unspecified numbers of staff, or to otherwise facilitate the engagement of employees with the DIA to assist with the Three Waters program. This extends to enabling and facilitating potential employment with a Water Services Entity. In addition there is an obligation to respond and comply with reasonable requests from DIA for information.

It is important to note that failure to comply with these requests would constitute a breach of the agreement and trigger the obligation to enter the dispute process (clause 9), or to work through a remediation plan to address any issues of non-compliance (clause 2.14)

This set of obligations raise is that there is a broad obligation to comply with reasonable requests from DIA to both achieve the reform objectives and carry out the Three Waters reform programme. How extensive those requests turn out to be is obviously unknown, but it does also extend to facilitating staff taking potential employment with a Water Services Entity in the course of council staff trying to carry out their current duties.

As Napier City Council is currently a member of C4LD and advocates against the reform, if it chooses to sign the Funding Agreement, it is recommended that express authorisation needs to be sought from C4LD to allow such conduct.

Timelines/Resourcing/Engagement with Iwi

Council have until 30 September 2022 to work through their applications for funding, working with Iwi, and the DIA Relationship Manager. There will be staff time required to complete the application process for the funding request, as well as determining whether projects are existing or potentially new for Council consideration. In addition there will be a schedule to manage, milestones to report on, and a focus on wellbeing assessments. There is a risk that the funding request is not approved.

Council have an ambitious programme of works in its Long Term Plan. Any application to the Better off support package would need to be subject to the Chief Executive confirming this will not affect council's ability to deliver our existing water works programme, capital and operational. This risk can be likely mitigated by using the funding to bring on extra resources to support the requests for information, program of works (subject to the funding proposal) and/or using the Better off funding to accelerate, scale-up and/or enhance the quality of planned investment.

8.6 Options

The options available to Council are as follows:

- a) Approve Napier City Council to prepare an application for the Tranche 1 'Better off' support package available as part of the Three Waters Reform up to \$6.46m; **OR**
- b) Approve Napier City Council to prepare an application for the Tranche 1 'Better off' support package available as part of the Three Waters Reform up to \$6.46m, subject to Crown agreement that Napier City Council can continue to exercise its democratic right to oppose and/or voice concerns and/or question the legitimacy of the Three Waters Reform proposal; **OR**
- c) Do not approve Napier City Council to apply for the Tranche 1 'Better off' support package available as part of the Three Waters Reform of \$6.46m; **AND**
- d) Note that, subject to the decision above, the Funding Agreement and Funding Proposal will be brought back to Council for approval.
- e) Note any application to the Better off support package would need to be subject to the Chief Executive confirming this will not affect council's ability to deliver our existing water works programme, capital and operational.

8.7 Development of Preferred Option

For the Sustainable Napier Committee to endorse one of the above options a-c, noting that subject to the decision the Funding Agreement and Funding Proposal would be brought back to Council for approval.

8.8 Attachments

- 1 Pro Forma Better Off Funding Application [↓](#)
- 2 Better off Funding Agreement [↓](#)
- 3 Three Waters Better Off Package Guidance [↓](#)



THREE WATERS BETTER OFF GRANT FUNDING PROPOSAL: TRANCHE 1¹

Instructions to complete the Funding Proposal:

- The Funding Proposal is to be submitted through the DIA online Grant Management System. **To apply you will need access to this system.** Guidelines on accessing this system are provided in Appendix C of the guidance document *“Guide to better off package funding for local authorities”* found here: <https://www.dia.govt.nz/three-waters-reform-programme-reform-support-package>
- One Funding Proposal per Local Authority can be submitted for the total Tranche 1 Programme of Expenditure.
- Local Authorities do not have to apply for the full Tranche 1 notional amount upfront, funds not applied for in Tranche 1 will be available in the Tranche 2 application round.
- A Programme may consist of more than one Project or Initiative, and Local Authorities may elect to provide appendices with further details and breakdowns if that would assist in the approval process.
- The Programme may relate to expenditure over a period of up to 5 years.
- All figures in this Funding Proposal should be GST exclusive.
- A relationship manager will be available to support councils and can provide advice if the Local Authority has additional questions.
- Refer to the document *“Guide to better off package funding for local authorities”* which sets out the information needed for Local Authorities to engage with the Funding Agreements and the Funding Proposal template below.

The draft Funding Proposal can be submitted by the Local Authority any time between 4 April 2022 and 30 September 2022. The Funding Proposal will be assessed by the Department of Internal Affairs, who may provide feedback and require further detail, additions or alterations. The Funding Proposal is to be finalised, and Councils notified of the outcome within six weeks of receipt of the draft submission.

Where the Department of Internal Affairs requires any additional assurance or conditions for a specific Funding Proposal, this will be included in Question 17 below following the Department of Internal Affairs review. Question 17 will form part of the Funding Proposal.

¹ The \$2 billion ‘better off’ package is available in two tranches. The first \$500 million is available from 1 July 2022 and the remaining \$1.5 billion is available after 1 July 2024.



Te Tari Taiwhenua
Internal Affairs

SECTION 1: General Information

1. Programme Title:

2. Local Authority:

3. Organisation Lead Contact:

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

SECTION 2: Programme of Expenditure Overview

4. Provide a brief description of the Programme of expenditure the funding will be applied to. If the Programme comprises more than one Project, or Initiative that you will be reporting on separately, please list (add more rows if required):

<i>[description of Programme]</i>
List of Projects/Initiatives under this Programme
<input type="text"/>
<input type="text"/>
<input type="text"/>

5. Total Maximum Amount Payable as defined and stated in the Funding and Collaboration Agreement (NZD \$):

\$ <input type="text"/>

6. Total estimated cost of the Programme (NZD \$)?

\$ <input type="text"/>

7. Of the total estimated cost above, specify the amount (if any) that will be allocated to general management oversight and other administrative costs.

\$ <input type="text"/>
<i>[description]</i>

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

Funding Source	Amount (NZ\$M)
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
Total	\$ <input type="text"/>

9. Please indicate below the expenditure programme funding status:

	Yes/No	Amounts in NZD \$	Year
Included in LTP	Choose an item.	\$	
Included in the latest Annual Plan	Choose an item.	\$	
Not funded in any plan	Choose an item.	\$	
Was funded but COVID-19 deferred	Choose an item.	\$	
Local Authority co-funding being contributed	Choose an item.	\$	

10. Has the programme been submitted and reviewed through another contestable funding source? (such as the Infrastructure Acceleration Fund)

If Yes, please state the funding source and the stage of the funding process you reached below.

Funding Source	Stage Reached

11. Describe the risks you have identified in completing the programme on time and on budget (eg: availability of and access to specialist skills) and any steps/actions you have taken to mitigate these risks.

--

**SECTION 3: Programme of expenditure details**

12. Please provide a high-level breakdown of the expenditure programme, including the programme commencement and completion dates, key delivery milestones, and for each milestone the planned completion date and estimated cost:²

Milestones should reflect the progress of project delivery, and link to specific and measurable project outputs. Please refer to your relationship manager for guidance, and examples of output-based milestones.

If the funding package is to be used to fund multiple projects/initiatives, duplicate the table below for each project. The total of all projects must equal the Total Maximum Amount Payable per the Funding Agreement.

	Expenditure Programme/Project Milestone (including a description of how the milestone is identified)	Estimated Completion Date	Estimated costs (NZD \$)
1.	Commencement Date per the Funding Agreement	dd-mmm-yy	Nil
3.	[milestone 1]	dd-mmm-yy	\$
4.	[milestone 2]	dd-mmm-yy	\$
5.	[milestone 3]	dd-mmm-yy	\$
6.	[milestone 4]	dd-mmm-yy	\$
7.	[Completion of expenditure programme/project]	dd-mmm-yy <i>To be no later than 30 June 2027</i>	\$
	TOTAL		\$

² All figures should be GST exclusive.



Te Tari Taiwhenua
Internal Affairs

CHECKS

Total maximum funding instalment amount per the Milestone Table(s) ³ is less than or equal to Total Maximum Amount Payable per question 6	Choose an item.
Total budgeted costs to complete the expenditure programme per the Milestone Table(s) ⁴ is equal to the total estimated cost of the expenditure programme per question 7	Choose an item.

³ If the Milestone Table was duplicated to reflect multiple projects/initiatives, please add the total amounts across all tables when performing the checks above.



**Te Tari Taiwhenua
Internal Affairs**

SECTION 4: Wellbeing Assessment

For this section, please refer to the document "Guide to better off package funding for local authorities" for guidance on conducting the wellbeing assessment.

13. Please set out how the expenditure programme promotes one (or more) of the key criteria of the better off package and the well-being of communities (social, economic, environmental, and/or cultural) in the table below. Add lines where necessary.

If the funding package is to be used on multiple project/initiatives, duplicate the table below in order to identify the wellbeing outcomes for each project.

Programme Title				
Project/Initiative (if applicable)				
Better Off funding criteria (select as many that apply)	Criteria 1: Supporting communities to transition to a sustainable and low-emissions economy.	Criteria 2: Delivery of infrastructure and/or services that enable housing development and growth.	Criteria 3: Delivery of infrastructure that support improvements in community well-being.	
Wellbeing Area (select as many that apply)	Social wellbeing	Economic wellbeing	Environmental wellbeing	Cultural wellbeing
Wellbeing Outcomes				
Outcome	How Outcome will be Measured		How Outcome will be Monitored/Reported	

COMMERCIAL IN-CONFIDENCE

Page 6 of 8

**SECTION 5: Iwi/Māori Engagement**

For this section, please refer to the document "Guide to better off package funding for local authorities" for guidance on the Iwi/Māori engagement required to answer the following questions.

14. Describe the process you used to identify relevant iwi/Māori parties in your region, and specify which Māori groups / entities / organisations (eg, iwi, hapū, post-settlement governance entities, etc) you engaged with.

15. Provide details of the engagement you undertook with iwi/Māori in determining the use of the funding allocation. Include details regarding the methods of engagement (e.g. hui, wānanga, consultation on material, subsequent feedback).

16. Provide details of the ideas, suggestions, issues or concerns raised by iwi/Māori during your engagement process, along with the steps taken to address these.

SECTION 6: DIA USE ONLY

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

--



FUNDING AGREEMENT

BETWEEN

DEPARTMENT OF INTERNAL AFFAIRS

AND

[NAME OF RECIPIENT]

AND

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

FOR

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

AGREEMENT

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

PART 1: KEY DETAILS

1 Parties

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

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

Crown Infrastructure Partners Limited (**Monitor**)

2 Background

The New Zealand Government is undertaking a reform programme for “Three Waters” (drinking water, wastewater and stormwater) service delivery for communities (**Three Waters Reform Programme**).

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

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

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

The better off package will comprise:

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

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

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

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

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

The Recipient is a [territorial authority with statutory responsibility for delivering Three Waters services within its own district or city]. The Recipient will work collaboratively with the New Zealand Government in connection with the Three Waters Reform Programme.

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

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

Key details of this Agreement are set out in this **Part 1**. The full terms and conditions are set out in **Part 2**. Defined terms and rules of interpretation are set out in **Part 3**.

3 **Conditions Precedent**

No Funding is payable under this Agreement until DIA has confirmed to the Recipient in writing that it has received, and found, in its sole discretion, to be satisfactory to it in form and substance, the following documents and evidence:

1. This Agreement, duly executed by the Recipient.
2. The final Funding Proposal prepared by the Recipient, in a form approved by DIA.

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

These conditions precedent must either be satisfied (in the opinion of DIA) or waived by DIA (at its sole discretion) by 30 September 2022. In the event that they are not satisfied or waived within that time, DIA may notify the Recipient that this Agreement has not come into effect and is null and void.

4 **Permitted Funding Activities**

The Recipient may only use the Funding:

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

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

5 **Funding Proposal**

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

6 **End Date**

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

7 **Funding**

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

The first instalment of Funding under this Agreement is (NZ\$[insert] plus GST (if any)) subject to satisfaction of the Conditions Precedent set out in Item 3 above and receipt of a duly completed Payment Request in accordance with clause 1 of Part 2.

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

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

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

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

8 Reporting

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

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

The Recipient will also provide DIA via the DIA's Grant Management System portal with a final report by the 15th Business Day following the End Date. The final report must include the information set out below, in the standard reporting form specified by DIA.

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

Each six-monthly report must include the following information:

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

costs, how the shortfall is to be funded);

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

The final report must include the following information:

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

9 Special Terms

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

10 Representative

DIA's Representative:

Name: Michael Lovett

Email: threewaters@dia.govt.nz

Recipient's Representative:

Name: [name]

Email: [email]

Monitor's Representative:

Name: [name]

Email: [email]

11 Address for Notices

To DIA:

Three Waters Reform
Level 7, 45 Pipitea Street
Wellington 6011

Attention: Michael Lovett

Email: threewaters@dia.govt.nz, with a copy to legalnotices@dia.govt.nz

To the Recipient:

[address]

Attention: [name]

Email: [email]

To the Monitor:

[address]

Attention: [name]

Email: [email]

SIGNATURES

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

Name: Michael Lovett

Position: Deputy Chief Executive, Local Government

Date:

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

Name:

Position:

Date:

Name:

Position:

Date:

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

Name:

Position:

Date:

Name:

Position:

Date:

END OF PART 1

PART 2: GENERAL TERMS

1 FUNDING

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

For the avoidance of doubt, DIA's obligation to make Funding available under this Agreement is strictly subject to clause 6.2.
- 1.5 Subject to the terms of this Agreement, DIA must pay each valid Payment Request by the 20th day of the month after the month the relevant Payment Request is approved by the DIA, and if such day is not a Business Day, on the next Business Day. DIA will pay the Funding to the Recipient's nominated Bank Account.

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

2 RECIPIENT'S RESPONSIBILITIES

Standards and compliance with laws

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

Permitted Funding Activities

- 2.2 The Recipient must not, without DIA's or the Monitor's prior written consent, make any Material Variation to the Permitted Funding Activities (including their description and scope).
- 2.3 The Recipient must ensure that the Permitted Funding Activities are carried out:
 - (a) promptly with due diligence, care and skill, and in a manner that is consistent with Best Industry Practice; and
 - (b) by appropriately trained, qualified, experienced and supervised persons; and in accordance with any directions of DIA or the Monitor, notified by DIA or the Monitor in writing from time to time.
- 2.4 The Recipient must use reasonable endeavours to ensure that the Permitted Funding Activities are completed by the End Date.
- 2.5 The Recipient is solely responsible for the activities and matters carried out as Permitted Funding Activities, including being solely responsible for the acts and omissions of any contractors and subcontractors in connection with the same.
- 2.6 The Recipient must ensure that all agreements it enters into with any contractors or any other party in connection with the Permitted Funding Activities are on an "arm's length" basis, provide value-for-money and do not give rise to any Conflict of Interest. The Recipient must provide DIA with reasonable evidence of compliance with this clause 2.6 in response to any request by DIA from time to time.

Information Undertakings

- 2.7 The Recipient must provide DIA and the Monitor with the reports specified in the Key Details, in accordance with the timeframes and reporting requirements set out in the Key Details.
- 2.8 The Recipient must provide DIA and the Monitor with any other information about the Permitted Funding Activities requested by DIA and/or the Monitor within the timeframe set out in the request.
- 2.9 The Recipient must promptly notify DIA and the Monitor if:

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

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

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

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

Funding, records and auditors

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

Monitoring

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

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

- (a) DIA (or the Monitor) and the Recipient shall in good faith discuss:
 - (i) the identified areas of non-compliance and agree the steps that the Recipient will take to address such areas of non-compliance going forwards (**Remedial Plan**). If the parties are unable to agree a Remedial Plan by the 30th Business Day following the end of the relevant six month period, then DIA (or the Monitor) shall (acting reasonably and having regard to the matters raised by the Recipient in such discussions) provide the Recipient with a remedial plan which shall, for the purpose of this Agreement, be deemed to be the Remedial Plan. The Recipient shall comply with the requirements of any Remedial Plan;
 - (ii) acknowledging the commitment of resources (including staff) required by the Recipient to comply with its obligations under this Agreement (including the Transition Support Arrangements set out in Schedule 2), how the parties can work together to ensure such obligations are appropriately managed by all parties; and
 - (b) DIA (or the Monitor) may increase the frequency of the reports required under Item 8 of the Key Details from six-monthly to quarterly.
- 2.15 At the request of the DIA (or the Monitor) at any time after the occurrence of a Relevant Event, the Recipient and the DIA and/or the Monitor shall meet promptly to jointly discuss the circumstances relating to that event. DIA (or the Monitor) and the Recipient shall in good faith discuss the steps that the Recipient will take to address that event (a **Response Plan**). If the parties are unable to agree a Response Plan within 20 Business Days following a request under this clause, then DIA (or the Monitor) shall (acting reasonably and having regard to the matters raised by the Recipient in such discussions) provide the Recipient with a response plan which shall, for the purpose of this Agreement, be deemed to be the Response Plan. The Recipient shall comply with the requirements of any Response Plan and non-compliance by the Recipient shall entitle DIA to suspend funding under this Agreement until such time as the non-compliance is remedied to DIA's satisfaction (acting reasonably).

3 INTELLECTUAL PROPERTY

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

4 TERM AND TERMINATION

- 4.1 This Agreement will be effective on and from the Commencement Date, which will be the latest to occur of:
- (a) the date this Agreement has been signed by all parties; and
 - (b) the date on which DIA has provided written notice to the Recipient that the Conditions Precedent specified in the Key Details have either been satisfied (in the opinion of DIA) or waived by DIA (at its sole discretion).
- 4.2 This Agreement will remain in force until the End Date, unless terminated in accordance with this Agreement.
- 4.3 DIA can terminate this Agreement with immediate effect, by giving notice to the Recipient, at any time:
- (a) while DIA reasonably considers that the Recipient has become or is likely to become insolvent;
 - (b) while the Recipient is subject to the appointment of a liquidator, receiver, manager or similar person in respect of any of its assets or a Crown Manager or Commission is appointed in respect of the Recipient under Part 10 of the Local Government Act 2002; or
 - (c) subject to clause 4.4, while any one or more of the following events or circumstances remains unremedied:
 - (i) the Recipient is materially in breach of any obligation, or a condition or warranty, under this Agreement;
 - (ii) the Recipient has provided DIA with information in connection with or under this Agreement that (whether intentionally or not) is materially incorrect or misleading, and/or omits material information;
 - (iii) DIA reasonably considers that this Agreement or a Permitted Funding Activity has caused, or may cause, DIA and/or the New Zealand Government to breach any legal obligations (including its international trade obligations);
 - (iv) the Recipient abandons a Permitted Funding Activity without the prior written consent of DIA (or the Monitor);
 - (v) the Recipient is involved in any intentional or reckless conduct which, in the opinion of DIA, has damaged or could damage the reputation, good standing or goodwill of DIA or the New Zealand Government, or is involved in any material misrepresentation or any fraud;
 - (vi) the Recipient (or any of its personnel or contractors) is subject to a Conflict of Interest which cannot be managed to DIA's satisfaction; or
 - (vii) any change in law, regulations or other circumstances materially affects DIA's ability to perform its obligations under this Agreement.

- 4.4 However, where DIA considers that a Termination Event set out in clause 4.3(c) can be remedied, DIA must give notice to the Recipient requesting a remedy, and must not exercise its right of termination unless the relevant event remains unremedied for at least 14 days (or any longer period agreed with the Recipient) after that notice has been provided by DIA.
- 4.5 On expiry or termination of this Agreement, where the aggregate of (a) the total Funding paid under this Agreement and (b) any other money received or allocated by the Recipient, in each case to carry out a Permitted Funding Activity, exceeds the amount required to perform the Permitted Funding Activity, the Recipient must upon request refund to DIA the excess amount.
- 4.6 At any time DIA may recover the amount of any Funding that has been spent or used other than in accordance with this Agreement, or not applied to Eligible Costs by the End Date, together with interest on all such amounts calculated at 10% per annum from the date of the mispending to the date the money is repaid.
- 4.7 Clauses 1.2, 1.4, 1.5, 2.1, 2.7, 2.12, 2.13, 3, 4, 5, 6, 7, 8, 9, 10 and 11 survive expiry or termination of this Agreement, along with any other parts of this Agreement necessary to give effect to those provisions. Expiry or termination of this Agreement does not affect any accrued rights, including any rights in respect of a breach of this Agreement or Termination Event that occurred before expiry or termination.

5 WARRANTIES AND UNDERTAKINGS

- 5.1 The Recipient warrants that, in the course of its activities in connection with the Permitted Funding Activities, it will not infringe any intellectual property or other rights of any contractor or any other third party.
- 5.2 The Recipient warrants that, as at the date of this Agreement:
- (a) It has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms, and it has complied with the Local Government Act 2002 in entering into this Agreement;
 - (b) the Recipient is solvent and is not subject to the appointment of a liquidator, receiver, manager or similar person in respect of any of its assets or to the appointment of a Crown Manager or Commission under Part 10 of the Local Government Act 2002;
 - (c) all information and representations disclosed or made to DIA by the Recipient in connection with this Agreement are true and correct, do not omit any material matter, and are not likely to mislead or deceive DIA as to any material matter;
 - (d) it has disclosed to DIA all matters known to the Recipient (relating to the Permitted Funding Activities, the Recipient or its personnel) that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of DIA or the New Zealand Government; and
 - (e) it is not aware of any material information that has not been disclosed to DIA which may, if disclosed, materially adversely affect the decision of DIA whether to provide the Funding.
- 5.3 The Recipient warrants that the Funding has been or will be applied solely to Eligible Costs

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

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

6 LIABILITY

- 6.1 The maximum liability of DIA under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, is limited to the total amount of Funding paid or payable under this Agreement.
- 6.2 The Recipient undertakes to pay any and all cost overruns of the Permitted Funding Activities and any funding shortfall, and DIA and the New Zealand Government have no obligations or responsibility whatsoever in respect of such cost overruns and funding shortfall and accept no financial risk in the Permitted Funding Activities.
- 6.3 DIA is not liable for any claim under or in connection with this Agreement or the Permitted Funding Activities, whether arising in contract, tort (including negligence) or otherwise, where such claim is or relates to any loss of profit, loss of revenue, loss of use, loss of reputation, loss of goodwill, loss of opportunity (in each case whether direct, indirect or consequential) or any other indirect, consequential or incidental loss or damages of any kind whatsoever.
- 6.4 The Monitor will not have any liability whatsoever under or in connection with this Agreement to DIA or the Recipient. The limitation of liability set out in this clause does not apply to the Monitor's liability for any fraudulent, malicious or criminal act or omission of the Monitor to the extent that such liability cannot be limited or excluded by law.

7 CONFIDENTIALITY

- 7.1 Subject to clause 7.2 and 7.3, each party must keep the other parties' Confidential Information in confidence, and must use or disclose that Confidential Information only to the extent necessary to perform its obligations, and/or take the intended benefit of its rights, under this Agreement. However, this will not prohibit:
 - (a) either party from using or disclosing any information with the written prior consent of the relevant other party;
 - (b) use or disclosure of information that has become generally known to the public other than through a breach of this Agreement;
 - (c) either party from disclosing information to its personnel, contractors or advisors with a need to know, so long as the relevant personnel, contractors and advisors use the information solely to enable that party to perform its obligations and/or take the intended benefit of its rights under this Agreement, and so long as they

are informed of the confidential nature of the information and, in the case of the Recipient, the Recipient receives an acknowledgement from its personnel, contractors or advisors that they acknowledge, and must comply with, the confidentiality obligations in this Agreement as if they were party to it;

- (d) disclosure required by any law, or any compulsory order or requirement issued pursuant to any law; or
- (e) DIA or the Monitor from using or disclosing to any party any documents, reports or information received in relation to this Agreement, provided that prior to any such disclosure DIA or the Monitor (as applicable) removes all information that is commercially sensitive to the Recipient from the relevant work.

7.2 The Recipient acknowledges and agrees that nothing in this Agreement restricts DIA and/or the Monitor's ability to:

- (a) discuss, and provide all information in respect of, any matters concerning the Recipient, the Permitted Funding Activities or this Agreement with any Minister of the Crown, the Monitor, any other government agency or any of their respective advisors;
- (b) meet its obligations under any constitutional or parliamentary convention (or other obligation at law) of or in relation to the New Zealand Parliament, the New Zealand House of Representatives or any of its Committees, any Minister of the Crown, or the New Zealand Auditor-General, including any obligations under the Cabinet Manual including the "no surprises" principle; and
- (c) publicise and report on the awarding of the Funding, including the Recipient's and any of its contractor's names, the amount and duration of the Funding and a brief description of the Permitted Funding Activities, on websites; in media releases; general announcements and annual reports.

7.3 The Recipient acknowledges that:

- (a) the contents of this Agreement; and
- (b) information provided to DIA and the Monitor (including the reports specified in the Key Details),

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

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

8 MEDIA AND COMMUNICATIONS

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

- 8.2 The Recipient will refer any enquiries from the media or any other person about the terms or performance of this Agreement to DIA's Representative.
- 8.3 The Recipient will acknowledge the New Zealand Government as a source of funding in all publications (including any digital presence) and publicity regarding the Permitted Funding Activities in accordance with funding acknowledgement guidelines agreed with DIA.
- 8.4 The Recipient does not have the right to enter into any commitment, contract or agreement on behalf of DIA or any associated body, or to make any public statement or comment on behalf of DIA or the New Zealand Government.
- 8.5 All correspondence with DIA under this clause 8 must be directed to DIA's Representative and copied to threewaters@dia.govt.nz and the Monitor.

9 DISPUTES

- 9.1 In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, or in relation to any question regarding its existence, breach, termination or invalidity (in each case, a **Dispute**), either party may give written notice to the other parties specifying the nature of the Dispute and requesting discussions under this clause 9 (**Dispute Notice**). As soon as reasonably practicable following receipt of a Dispute Notice, the parties must meet (in person, or by audio or video conference) and endeavour to resolve the Dispute by discussion, negotiation and agreement.
- 9.2 If the matter cannot be amicably settled within 20 Business Days after the date of the Dispute Notice then, at the request in writing of either party, the matter in respect of which the Dispute has arisen must be submitted, together with a report describing the nature of such matter, to the Representatives (or, if no such Representatives have been appointed, the respective Chief Executives of the parties) (together the **Dispute Representatives**).
- 9.3 Within 20 Business Days after the receipt of a request under clause 9.2, one individual (who does not act in his or her professional capacity as legal counsel for either party) selected by each of the Dispute Representatives, must make a presentation of no longer than 30 minutes to each of the Dispute Representatives (which may be by telephone or remotely), who will then attempt in good faith to reach a common decision within a half-day. The decision of the Dispute Representatives is binding on the parties.
- 9.4 In the case of a Dispute, if the Dispute Representatives have not met within 20 Business Days of receiving a request in accordance with clause 9.2, or if they fail to reach a common decision within the stated time period, either party may by notice in writing to the other parties refer the Dispute to be referred to mediation before a single mediator appointed by the parties. Each party will bear its own costs of mediation and the costs of the mediator will be divided evenly between the parties to the dispute.
- 9.5 If the parties are unable to agree on the appointment of a mediator within 5 Business Days of the notice requiring the Dispute to be referred to mediation, a mediator may be appointed at the request of any party by the Arbitrators' and Mediators' Institute of New Zealand Inc.
- 9.6 If the Dispute is not resolved within 20 Business Days of referral to mediation, the parties may commence court proceedings without further participation in any mediation.
- 9.7 Nothing in this clause 9 will prevent either party from seeking urgent interim relief from a

court (or other tribunal) of competent jurisdiction.

10 REPRESENTATIVES

- 10.1 All matters or enquiries regarding this Agreement must be directed to each party's Representative (set out in the Key Details).
- 10.2 Each party may from time to time change the person designated as its Representative on 10 Business Days' written notice to the other parties.

11 GENERAL

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

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

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

- 11.2 The Recipient agrees to execute and deliver any documents and to do all things as may be required by DIA to obtain the full benefit of this Agreement according to its true intent.
- 11.3 No legal partnership, employer-employee, principal-agent or joint venture relationship is created or evidenced by this Agreement.
- 11.4 This Agreement constitutes the sole and entire understanding with respect to the subject matter hereof and supersedes all prior discussions, representations and understandings, written or oral.
- 11.5 No amendment to this Agreement will be effective unless agreed in writing by the parties, provided that the Monitor's agreement will not be required in respect of (and the Monitor will be deemed to have agreed to) any amendment to this Agreement that does not relate to the scope of the Monitor's review and monitoring role under this Agreement (including, for example, the Transition Support Arrangements).
- 11.6 Neither the Recipient nor the Monitor may assign or transfer any of their contractual rights or obligations under this Agreement, except with DIA's prior written approval.

- 11.7 DIA may assign or transfer any of its contractual rights or obligations under this Agreement without the other parties' prior approval. DIA may at any time disclose to a proposed assignee or transferee any information which relates to, or was provided in connection with, the Recipient, the Permitted Funding Activities or this Agreement.
- 11.8 No failure, delay or indulgence by any party in exercising any power or right conferred on that party by this Agreement shall operate as a waiver. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights.
- 11.9 The exercise by a party of any express right set out in this Agreement is without prejudice to any other rights, powers or remedies available to a party in contract, at law or in equity, including any rights, powers or remedies which would be available if the express rights were not set out in this Agreement.
- 11.10 This Agreement is not intended to confer any benefit on or create any obligation enforceable at the suit of any person not a party to this Agreement.
- 11.11 Any provision of this Agreement that is invalid or unenforceable will be deemed deleted, and will not affect the other provisions of this Agreement, all of which remain in force to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.
- 11.12 This Agreement is to be governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 11.13 This Agreement may be executed in any number of counterparts (including duly electronically signed, scanned and emailed copies). So long as each party has received a counterpart signed by each of the other parties, the counterparts together shall constitute a binding and enforceable agreement. This Agreement is intended to constitute a binding and enforceable agreement in accordance with its terms.

END OF PART 2

PART 3: DEFINITIONS AND CONSTRUCTION

Defined terms

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

Authorisation means:

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

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

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

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

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

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

- (a) was originally acquired by the Holder in connection with this Agreement through disclosures made by or at the request of the Owner; and/or
- (b) was originally acquired by the Holder in connection with this Agreement through any access to, or viewing, inspection or evaluation of, the premises, facilities, documents, systems or other assets owned or controlled by the Owner; and/or
- (c) is derived from information of a kind described in paragraph (a) or (b) above; but excludes any information which the Holder can show:
- (d) was lawfully acquired by the Holder, entirely independently of its activities in connection with this Agreement, and is free of any other obligation of confidence owed to the Owner; and/or
- (e) has been independently developed by the Holder without reference to the Owner's Confidential Information, and without breaching any other obligation of confidence owed to the Owner.

Notwithstanding the foregoing, the terms of this Agreement are not Confidential Information.

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

- (a) conflicts with:
 - (i) the obligations of the Recipient (or its personnel or contractors) to DIA or the Monitor under this Agreement; or
 - (ii) the interests of the Recipient in relation to this Agreement and/or the undertaking of the Permitted Funding Activities; or

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

Eligible Costs means the actual costs that have been or will be reasonably incurred by the Recipient on or after the Commencement Date and no later than the End Date to undertake a Permitted Funding Activity in accordance with this Agreement, excluding overhead and management time that is not directly attributable to undertaking a Permitted Funding Activity.

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

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

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

Key Details means Part 1 of this Agreement.

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

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

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

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

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

Reform Objectives means the following:

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

government sector and their communities must operate;

- (f) increasing the resilience of three waters service provision to both short- and long-term risks and events, particularly climate change and natural hazards;
- (g) moving the supply of three waters services to a more financially sustainable footing, and addressing the affordability and capability challenges faced by small suppliers and local authorities;
- (h) improving transparency about, and accountability for, the planning, delivery and costs of three waters services, including the ability to benchmark the performance of the new Water Services Entities; and
- (i) undertaking the reform in a manner that enables local government to further enhance the way in which it can deliver on its broader “wellbeing mandates” as set out in the Local Government Act 2002.

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

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

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

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

Water Services Entity means:

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

Construction

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

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

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

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

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

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

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

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

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

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

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

Writing: a reference to “written” or “in writing” includes email and any commonly

used electronic document format such as .DOC or .PDF.

END OF PART 3

SCHEDULE 1: PERMITTED FUNDING ACTIVITIES

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

SCHEDULE 2: TRANSITION SUPPORT ARRANGEMENTS

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

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

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

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

The Recipient acknowledges that such decisions include a decision:

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

Three Waters Better Off Support Package

Guide to the better off funding package for
local authorities



Te Tari Taiwhenua
Internal Affairs

Table of Contents

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

Headline Information



Key Dates

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



Applying for Funds

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



Funding Release

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

About the better off package

The better off package is:

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

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



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



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



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

About the application and funding process

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

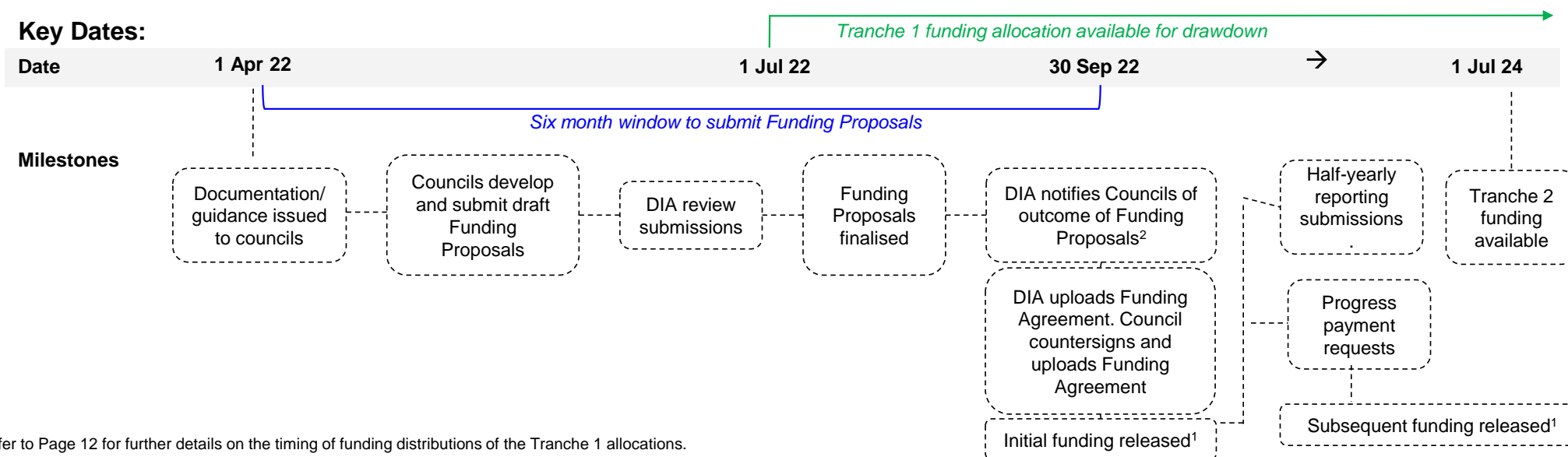
The \$2 billion package has been pre-allocated to councils based on a nationally consistent formula, and is available in two tranches. The first \$500 million of Crown Funding is available from 1 July 2022 and the remaining \$1.5 billion is available from 1 July 2024. This guide is specific to the first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

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

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

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

Key Dates:



Refer to Page 12 for further details on the timing of funding distributions of the Tranche 1 allocations.
Within six weeks of receipt of initial submission.

Relationship managers

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

Crown Infrastructure Partners have been appointed to fill this role.



The Relationship Manager's Role

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

Identify and Prioritise

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

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

Prepare

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

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

Submit

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

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

Funding application documentation

Funding Agreement

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

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

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

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

Funding Proposal

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


Funding criteria

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

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

The Funding Proposal will cover the following elements:

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

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

How to Identify and Prioritise Initiatives

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

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

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

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

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

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

Funding Proposal – Key areas of consideration

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

Relationship between funding tranches

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

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

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

Output-based milestones

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

Milestones should reflect progress of project delivery.

For example:

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

Contingency

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

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

Prior funding applications

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

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

Examples of funding that may fit this criteria are:

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

Other areas of consideration

Iwi/Māori: Pathway to target state of partnership

Refer to Page 10

Wellbeing assessment

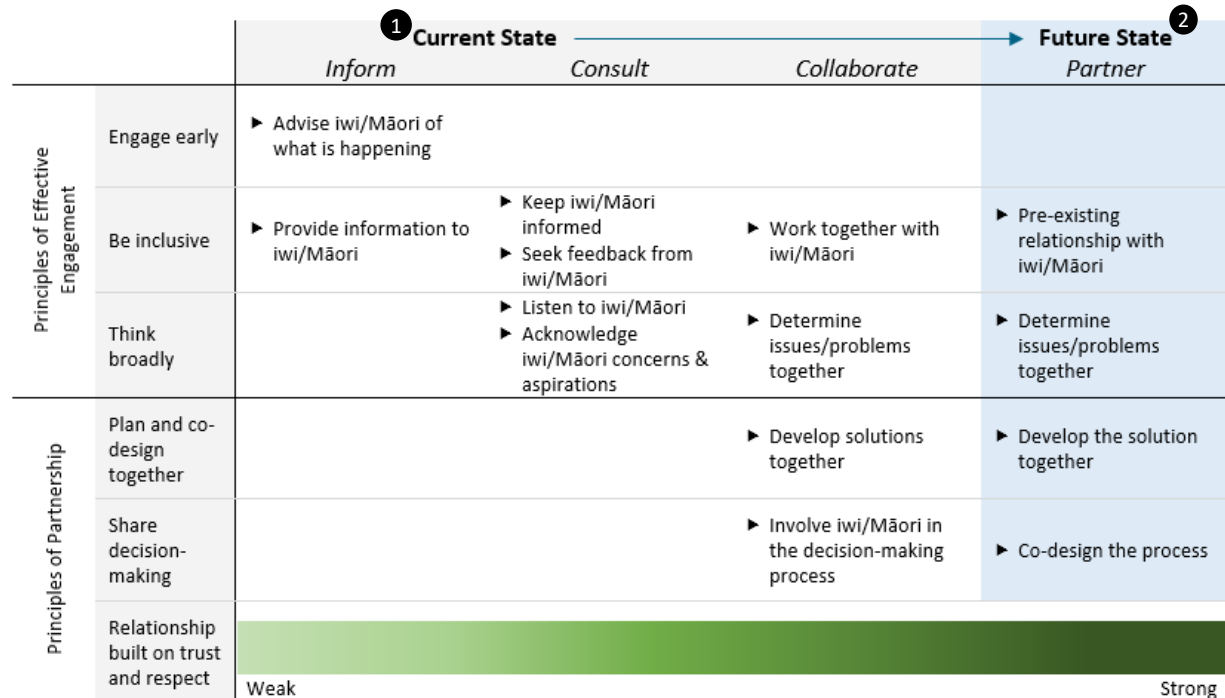
Refer to Page 11

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

Iwi/Māori engagement

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

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



Tranche 1 Minimum Expectations (Current State):

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

Tranche 2 Minimum Expectations (Target State):






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

Wellbeing assessments

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

The assessment should outline how the programme will deliver on:

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

LGA areas of wellbeing	Considerations for completing the Wellbeing Assessment
 Social wellbeing	<ul style="list-style-type: none">• Define the expected wellbeing outcomes from the Programme.• Describe how the Programme outcomes will promote the better off package outcomes and wellbeing objectives for your community.• Decide how you will measure, monitor and report on your stated wellbeing outcomes, preferably using your existing processes. (e.g. indicators of change/key performance indicators)
 Economic wellbeing	
 Environmental wellbeing	
 Cultural wellbeing	
 See Appendix B for examples of Wellbeing Assessments based on the initiatives shown on page 8.	

Administration Process - Key areas of consideration

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

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

Funding allocations - methodology

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

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

General approach to determining notional funding allocations



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



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



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

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

APPENDICES

APPENDIX A: Notional funding allocations

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

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

Three Waters Better Off Package Guidance - 15 May 2022

15

APPENDIX B: Wellbeing assessment examples

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

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

APPENDIX B: Wellbeing assessment examples

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

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

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

STEP 1: Create the Better Off organisation profile

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

STEP 2: Linking an individual to administer the profile

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

STEP 3: Submit the Funding Proposal

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

email ▶ community.matters@dia.govt.nz phone ▶ 0800 824 824 login: ▶ <https://communityadviceandgrants.dia.govt.nz>

Appendix D: Relationship manager details

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

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

9. ROAD STOPPING AND GRANTING OF EASEMENT OVER VESTED RESERVE - AWATOTO

<i>Type of Report:</i>	Legal and Operational
<i>Legal Reference:</i>	Reserves Act 1977 and Public Works Act 1981
<i>Document ID:</i>	1455014
<i>Reporting Officer/s & Unit:</i>	Bryan Faulknor, Manager Property

9.1 Purpose of Report

To obtain Council's approval to actions required to provide appropriate land legalisation actions to accommodate a new drinking water bore field and associated equipment at Awatoto.

In particular, to seek Council consent to road stopping of part of the unformed road between Eriksen Road and Awatoto Road and separately to consent to the granting of an easement over Vested Reserve land for water supply infrastructure.

Officer's Recommendation

The Sustainable Napier Committee:

- a) **Consents** to road stopping under Section 116 of the Public Works Act 1981 of approximately 2,187m² of legal road adjoining Section 112 Block VIII Heretaunga Survey District, and the retention of the land in fee simple for water supply purposes.
- b) **Authorises** the Chief Executive to make an application to LINZ for the above road stopping under Section 116 of the Public Works Act 1981.
- c) **Approves**, as administering body, under section 48(1)(e) of the Reserves Act 1977, the grant of easements for the right to drain water over part of the local purpose (arboretum) reserve described as Section 112 Block VIII Heretaunga Survey District.
- d) **Approves**, in exercise of the Ministerial consent (under delegation from the Minister of Conservation), the granting of the above easement.

9.2 Background Summary

As part of the Low Manganese Drinking Water Projects, Council is installing a new bore field and a UV treatment plant on what is currently a legal road at Awatoto. As part of that project, infrastructure is also required to be installed in the adjacent reserve land.

As has been widely publicised Council is committed to solving Napier's dirty water issues and as part of that plan is a need to replace bores in Napier's network that are high in naturally occurring manganese. Manganese reacts with chlorine (which Council is legally required to have in its water) to discolour the drinking water.

The new bore field at Awatoto provides a source of low manganese water.

9.3 Issues

Road Stopping:

The infrastructure for the new bore field and UV Treatment Plant needs to be located on what is currently legal road. Whilst the land is legal road it is not a fully formed public road and is only used as secondary access by the adjoining land owners who also have access to their land from Willowbank Ave.

It is not intended to stop the entire width of the proposed length of required land and a 6.2m width will be retained as road, preserving any existing access.

The attached Scheme Plan shows, outlined in red (A), the area of road to be stopped.

To legalise this a Road Stopping process is proposed to be carried out under section 116 of the Public Works Act 1981 and with the subsequent retention of the land in fee simple for water supply purposes.

The use of the Public Works Act process with no requirement for public notification is deemed appropriate. This is due to the fact that, being an unformed road with no current public access, there is no impact on the public or adjoining landowners. As stated above a 6.2m width at its narrowest will still be available for neighbouring landowners and future proofing for possible walkways/cycleways if ever deemed necessary.

Council's appropriate Three Waters Staff and The Team Leader Transportation along with Team Leader Parks Reserves and Sportsgrounds have agreed the Scheme Plan.

Granting of Easement over Vested Reserve:

As part of the project, water pipes are required to be laid under a small portion the adjacent Reserve land along with an open drain above ground.

The above ground drain is required to drain water from the plant located on the stopped road to the roadside drain. This is only required for discharge during bore maintenance which should be an infrequent event. The drain would be approx. 3 metres wide and 8 metres long and 500 millimetres below the existing ground level. This will be grassed and maintained as a swale.

Section 48(1) (e) of the Reserves Act 1977 authorises the administering body (Council) to grant easements over reserves for the purpose of the 'Provision of water systems'.

The section 48 process for granting an easement over a reserve is subject to a requirement for public notice under section 48(2). However, under section 48(3) if the reserve is not likely to be materially altered or permanently damaged and the public's rights over the reserve are not likely to be permanently affected, notice is not required.

The subject land is undeveloped and is not currently and has never has been used by the public.

There is unlikely to be any permanent damage or material alteration with the pipes being underground and the small open grassed drain/swale located towards the boundary of the reserve. There is no planting or other features that would be disturbed by the above. Any disturbance will be temporary and limited in duration to while construction is completed, and any future maintenance undertaken. Any damage with regards pipe laying will be fully remediated.

Therefore as the pipes are underground and the small open grassed drain located by the boundary, the easement facility will not have any effect on the use of the Reserve. We consider that in accordance with Section 48 (3) of the Reserves Act no public notice is deemed required.

The consent to the easement being requested of the Committee is in Council's capacity as an administering body. However the power for the administering body to grant easements over vested reserves is subject to the consent of the Minister of Conservation who may impose conditions as they think fit. The consent of the Minister of Conservation has been delegated to the Council under the *Minister of Conservation Reserves Act 1977-Instrument of Delegation for Territorial Authorities dated 12 June 2013*. The Council therefore has a delegated decision making role, in addition to its role as an administering body. These roles are separate.

In addition, Council is in this case both the grantor of the easement, as administering body, and grantee. Council's Team Leader Parks Reserves and Sportsgrounds supports the easement.

The attached Scheme Plan shows, outlined in green (B) the area of the proposed easement.

9.4 Significance and Engagement

The road stopping is not required to be publically notified and we consider that, given the proposed easement will satisfy the conditions in section 48(3) of the Reserves Act, it is exempted from public notification. However with regards to the road stopping, to ensure the requirements of LINZ (pursuant to the Public Works Act) the adjoining owners will be consulted and consent obtained. This process is underway.

9.5 Implications

Financial

The project along with costs relating to the land legalisation actions are funded part from the Government funded Three Waters Reform Fund and part from Long Term Plan approved budgets.

Social & Policy

The land legalisation matters are essential to ensure that the status of the land can accommodate the necessary water infrastructure as part of the project to ensure clean, safe, sustainable drinking water for Napier.

Risk

There are no perceived risks.

9.6 Options

The options available to Council are as follows:

- a. Agree to the Road Stopping process and granting of an Easement over Reserve land as outlined above
- b. Decline to approve the Road Stopping and Easement.

9.7 Development of Preferred Option

The land legalisation actions recommended are essential to the occupation of the water bores, treatment plant, and associated pipework on the subject land. The drinking water issues that this assists in solving are a top priority for Council.

Option a. above is therefore the preferred option.

9.8 Attachments

- 1 Scheme Plan - Road to be Stopped & Proposed Easement over Vested Reserve
(Doc Id 1456891) [↓](#)

10. LEASE OF RESERVE AT ANDERSON PARK TO THE BUZZY BEE TRUST

Type of Report:	Legal and Operational
Legal Reference:	Reserves Act 1977
Document ID:	1447530
Reporting Officer/s & Unit:	Bryan Faulknor, Manager Property Jenny Martin, Property and Facilities Officer Debra Stewart, Director Infrastructure Services

10.1 Purpose of Report

To obtain approval to grant a new ground lease to the Buzzy Bee Trust for the land occupied by the Mahoe Hall on the Anderson Park Reserve for a term of 15 years with one 15 year right of renewal.

Officer's Recommendation

The Sustainable Napier Committee:

- a. **Recommend** that Council agree to a new lease, under Section 54(1)(b) of the Reserves Act 1977, for the Buzzy Bee Trust for the land occupied by the Mahoe Hall at the southern end of Anderson Park Reserve for a term of 15 years plus one 15 year right of renewal.
- b. **Note** that Council is acting under delegated authority from the Minister of Conservation in granting this lease.

10.2 Background Summary

The Mahoe Hall has been occupied and owned by the Girl Guide Association NZ Incorporated for many years and has been subject to a Lease of Reserve during this time. The Girl Guide Association NZ Inc has now made the decision to divest itself of ownership of this hall.

The Buzzy Bee Trust, a registered charitable Trust, expressed interest in purchasing the hall to continue its use for Girl Guides and have it available for recreational activities to several community based groups. These groups include keep fit for those with a green card, craft, music, ball skills and movement with dance for grandparents and grandchildren who live together, yoga, darts and marching.

While there is a lease assignment clause in the existing lease, our legal advice is for the Girl Guide Association to surrender its lease and for Council to enter into a new lease with the Buzzy Bee Trust. This is because the existing lease is for activities undertaken by Girl Guide Associations while the Buzzy Bee Trust has a much wider range of groups and activities planned for the hall. The new lease will be specific to the Buzzy Bee Trust groups. Both the Girl Guide Association and the Buzzy Bee Trust agree to this approach. The surrender of existing lease is conditional on Council granting to the Buzzy Bee Trust a new lease for the land on which the Mahoe Hall sits.

The hall is shown on the attached aerial plan with a pink star.

10.3 Issues

There are no issues.

10.4 Significance and Engagement

Not applicable.

10.5 Implications

Financial

There will be no costs to Council. The new lessee will own the building and both entities are required to pay the legal costs for the surrender and lease documents. The Trust will be paying annual ground rental for the footprint of the hall as do all sports and community groups on Reserves.

Social & Policy

The Buzzy Bee Trust states its purpose as providing opportunities for personal development and learning practical skills for children, teenagers and families in a caring and supportive environment.

Risk

There is no risk to Council.

10.6 Options

The options available to Council are as follows:

- a. To approve a new lease to the Buzzy Bee Trust for the land occupied by the Mahoe Hall at the southern end of Anderson Park Reserve for a term of 15 years plus one 15 year right of renewal.
- b. To decline a new lease to the Buzzy Bee Trust.

10.7 Development of Preferred Option

Option (a) is the preferred option to provide a hall for the Girl Guides to continue operating and for the Trust to have available a place for recreational activities for community based groups. The building is not currently in "good repair" and the draft lease provides an undertaking by the Trust to return it to a good state of repair to Council standards. This will enhance the look of the building on Council's Reserve.

10.8 Attachments

- 1 Mahoe Hall location plan (Doc Id 1452606) [↓](#)



Scale: 1:1024
Original Sheet Size A4
Print Date: 24/03/2022

Digital map data sourced from Land Information New Zealand. CROWN COPYRIGHT RESERVED. The information displayed in the GIS has been taken from Napier City Council's databases and maps. It is made available in good faith but its accuracy or completeness is not guaranteed. If the information is relied on in support of a resource consent it should be verified independently.



NAPIERTheArtDecoCity

Napier City Council 231 Hastings St, Private Bag 6010, Napier 4142 New Zealand P 06 835 7579 F 06 835 7574 www.napier.govt.nz

11. INITIATION OF PROCESS TO CHANGE RESERVE PURPOSE

<i>Type of Report:</i>	Legal and Operational
<i>Legal Reference:</i>	Reserves Act 1977
<i>Document ID:</i>	1455595
<i>Reporting Officer/s & Unit:</i>	Bryan Faulknor, Manager Property

11.1 Purpose of Report

To obtain Council's approval to initiate the process to change the purpose of part of the vested local purpose reserve at 274 Guppy Road, Taradale situated between the Expressway and Tareha Park. This process is required to provide an appropriate reserve purpose to accommodate a new drinking water bore field and associated equipment.

Officer's Recommendation

The Sustainable Napier Committee:

- a) **Approves** the initiation of the process, pursuant to Section 24A of the Reserves Act 1977, to change the purpose of part of an existing reserve as shown as area A in Scheme plan titled Guppy Road Reclassification Drawing No. TK 364-02. The reserve is situated at 274 Guppy Road with the legal description being Section 2 Survey Office Plan 457705 (held in record of title 646173).
The change of purpose is from Local Purpose (sport and recreation buildings) reserve to Local Purpose (Water Supply) Reserve.
- b) **Authorises** the Chief Executive to publically notify the proposed change of purpose under Section 24A (2) of the Reserves Act 1977.
- c) **Notes** that the reasons for the change of purpose is to accommodate a new drinking water bore field, treatment plant and associated equipment and pipes. This is to ensure Council's priority for a clean, safe and sustainable drinking water supply for Napier.

11.2 Background Summary

As part of the Low Manganese Drinking Water Projects, Council is installing a new bore and eventually a UV treatment plant on Reserve land at Taradale.

As has been widely publicised Council is committed to solving Napier's dirty water issues and as part of that plan is a need to replace bores in Napier's network that are high in naturally occurring manganese. Manganese reacts with chlorine (which Council is legally required to have in its water) to discolour the drinking water.

The new bore at Taradale provides a source of low manganese water.

11.3 Issues

The subject reserve land is located at 274 Guppy Road, Taradale situated between the Expressway and Tareha Park.

By gazette notice in 2014 this reserve was vested in Council as a Local Purpose (sport and recreation buildings) Reserve. A water-related use is inconsistent with that purpose.

To update the use for water supply purposes that part of the reserve required for the bore field and associated equipment is required to have a change of purpose to a Local Purpose (Water Supply) Reserve.

Council can change the purpose of that part of the affected reserve through Section 24A(1) of the Reserves Act 1977.

The subject land is not currently being used for Sport and Recreation purposes and only consists of a small part of the total Reserve land.

The attached scheme plan shows, outlined in green (A) the area subject to the change of purpose.

11.4 Significance and Engagement

Section 24A requires that before the purpose of a Reserve is changed the Council must:

- i. Publically notify the proposed change of purpose, providing reasons;
- ii. Allow every affected person the right to object within 1 month after the date of the first publication. Objections must be made in writing to the Chief Executive; and
- iii. Consider those objections as soon as possible.

To publically notify the change of purpose, the Council is required under section 119 of the Reserves Act to publish information relating to the proposed change of purpose once in a newspaper circulating in the area in which the reserve is situated. If any objections are received the Council is required to consider them and a hearing is the usual process for doing so.

Once the one month period for objections has passed or any objections received have been adequately considered, the matter will be referred back to Council for a final decision. If the Council decides to finalise the change of purpose, it does so by notice in the Gazette.

11.5 Implications

Financial

The project along with costs relating to the change of purpose are funded part from the Government funded Three Waters Reform Fund and part from Long Term Plan approved budgets.

Social & Policy

The change of purpose of part of the Reserve is essential as part of the project to ensure clean, safe, sustainable drinking water for Napier

Risk

There are no perceived risks.

11.6 Options

The options available to Council are as follows:

- a. Agree to initiate the process to change the reserve purpose; or
- b. Decline to approve the initiation of the process.

11.7 Development of Preferred Option

The actions required are essential to the occupation of the water bore field, treatment plant and associated equipment and pipe work. Drinking water projects are a top priority for Council.

Option a. above is therefore the preferred option.



11.8 Attachments

- 1 Scheme Plan - Guppy Road Reserve Reclasification (Doc Id 1456876) [↓](#)



- GENERAL NOTES
- DO NOT SCALE FROM THESE DRAWINGS, IF IN DOUBT ASK.
 - ALL A3 SIZE DRAWINGS SUPPLIED ARE REDUCED AND THEREFORE NOT TO SCALE.
 - NOTE: Whole numbers = mm. Decimalised expressions = m
 - Cadastral information sourced from the LINZ Data Service <http://data.linz.govt.nz/> and licensed by LINZ for re-use under the Creative Commons Attribution 3.0 New Zealand licence
 - DATUM : NZGD 2000, Hawkes Bay Circuit 2000
RL's in terms of Hawkes Bay Datum 1972
Napier 2014 Benchmark Network (MSL = 10.000m)
 - The Contractor is responsible for the protection of all LINZ survey marks or their offset locations.

NOTE: Area (A) is proposed to have its purpose changed from Local Purpose (Sport and Recreation Buildings) Reserve to Local Purpose (Water Supply) Reserve.

REVISIONS	No.	BY	DESCRIPTION	APPD	DATE	 <div>NAPIER CITY COUNCIL <i>Te Kaitiaki o Ahuriri</i></div>	DRAWING ORIGINATOR NAPIER CITY COUNCIL PROGRAMME DELIVERY - DESIGN & DRAUGHTING		BY	DATE	SCALE	1:1000 @ A3	SHEET TITLE SCHEME PLAN - GUPPY ROAD RECLASSIFICATION	PLAN ISSUE DATE X/X/XX	DRAWING No. TK364-02
								DESIGN	FG	24/03/2022	ASSET TYPE				
								DRAWN	PP	24/03/2022	GL No.	1454503			
								CHECKED	FG	25/03/2022					
								RECOMMENDED	Sponsor		CONTRACT No.				
PROJECT TITLE LOW MANGANESE WATER													SHEET No. SHEET 01 of 01		
U:\Infrastructure Services\Tasks\TK00364 Low Manganese Water Exemants etc\30 - Drawings\Scheme.dgn															

A. PUBLIC EXCLUDED ITEMS

That the public be excluded from the following parts of the proceedings of this meeting, namely:

AGENDA ITEMS

1. Land purchase

The general subject of each matter to be considered while the public was excluded, the reasons 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 were 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) to the passing of this resolution.
1. Land purchase	7(2)(i) Enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	48(1)A That the public conduct of the whole or the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist: (i) Where the local authority is named or specified in Schedule 1 of this Act, under Section 6 or 7 (except 7(2)(f)(i)) of the Local Government Official Information and Meetings Act 1987.



NAPIER
CITY COUNCIL
Te Kaunihera o Ahuriri

Napier Civic Building
231 Hastings Street
t +64 6 835 7579
e info@napier.govt.nz
www.napier.govt.nz

SUSTAINABLE NAPIER COMMITTEE Open Minutes

Meeting Date: Thursday 24 March 2022

Time: 9.00am – 11:49am

Venue Via Zoom (Audiovisual Link)

Livestreamed via Council's Facebook page

Present Councillor Price (In the Chair), Mayor Wise, Deputy Mayor Brosnan, Councillors Boag, Browne, Chrystal, Mawson, McGrath, Simpson, Taylor and Wright

In Attendance Chief Executive (Steph Rotarangi)
Director Infrastructure Services (Debra Stewart)
Director Programme Delivery (Jon Kingsford)
Director City Services (Lance Titter)
Director City Strategy (Richard Munneke)
Director Community Services (Antoinette Campbell)
Manager Communications and Marketing (Julia Atkinson)
Chief Financial Officer (Caroline Thomson)
Manager Property (Bryan Faulknor)
Manager Water Strategy (Russell Bond)
Manager Environmental Solutions (Cameron Burton)
Environmental Compliance Officer (Caitlin Egan)
Team Leader Transportation (Robin Malley)
Manager City Development (Paulina Wilhelm)
Manager Regulatory Solutions (Rachael Bailey)
Team Leader Planning and Compliance (Luke Johnson)
Strategic Planning Lead (Fleur Lincoln)
Major Development Lead (Sophie Elliott)
Team Leader City Design & Urban Renewal (Georgina King)
Team Leader Development and Standards (Retha du Preez)
Manager Community Strategies (Natasha Mackie)
Team Leader Napier Assist | Āwhina Tangata (Dan Hicks)
Māori Partnership Manager - Te Kaiwhakahaere Hononga Māori (Beverley Kemp-Harmer)

Māori Partnership Manager - Te Kaiwhakahaere Hononga
Māori (Hilary Prentice)

Administration Governance Team (Anna Eady & Carolyn Hunt)

Karakia

The Chief Executive opened the meeting with a karakia

Apologies

Councillors Wright / Boag

That the apologies from Councillors Crown and Tapine be accepted, and an apology for lateness from Councillor Taylor be accepted.

Carried

Conflicts of interest

Nil

Public forum

Andrea Manley - General Manager Strategy and Innovation, Napier Port

(PowerPoint presentation Doc ID: 1447601)

Ms Manley presented to the Hawke's Bay Joint Transport Committee recently on the Napier Port's business strategy, how it translates into the transport network, and how it aligns with the land transport strategy for the Hawke's Bay region.

The Port historically was a very efficient organisation within the Port gates, however it had a reputation for being inflexible with customers. The overall business strategy was refreshed with the intention of extending the efficiencies to customers and to start looking at the overall supply chain network, adding value to cargo owners.

The intention is for the Port to build a sustainable and economically viable future focused supply chain network, in partnership with the Napier community and the Port's key stakeholders.

Half the volume of freight transported to and from the Port is empty containers. The transport of empty containers can be reduced by matching the import and export networks; this reduces the cost of freight and the value of that saving can be shared back with stakeholders. To develop this solution the Port's landside infrastructure network would need to be developed. Prior to the Kaikōura Earthquake, when Centre Port closed, the Port ran three trains a day to Palmerston North. Rail gradually dropped off and was replaced with road transport. The Port is focused on developing the rail network again, and has a Napier Port train running five days a week to Manawatū, and on to the rest of the North Island. There is also a daily train running between Napier and Wairoa.

The Port is nearing the completion of the new 6 Wharf. This wharf is needed to support the region's growth. If the Port can develop a network that connects Napier with the central and lower North Island, it will attract further cargo which will boost the local economy through jobs at the Port and also in the transport industry.

The lowering of the speed limit on highway 5 between Tāupo and Napier has had an impact on the number of trucks getting through, so is another reason this transport network is important.

Napier Port is the fourth largest container port in New Zealand, and second largest by log tons. Over 80% of cargo comes from within a 100km radius of the Port. Only 34% of cargo comes from the central North Island, thus the desire to develop the network with the central and lower North Island.

The Port's strategy recognises that they are mutually reliant on other industries within the region, such as the horticulture industry. The relationship is mutually beneficial so it is in the Port's best interest to work with others to build a thriving region. The Business strategy is about growth, commercial growth, growth of safety outcomes, sustainability growth, technology growth and the development of skills and capabilities.

The Port have aligned themselves with the United Nations Sustainable Development Goals that they can make a difference on. Part of this is the development of the Marine Cultural Health Programme, developed with local Iwi, to understand the health of the marine environment from a user and a technical perspective. Measurements will be taken over time and actions adjusted to make sure the health impacts are minimal.

Another of the Port's Sustainability goals is to be carbon zero by 2050. They are already replacing vehicles with electric options where appropriate. For the tugs and pilot boats they are looking at alternative sustainable fuel options.

Napier Port networked infrastructure goal is to collaborate with importers and exporters on marine-side and on the land-side to provide sustainable supply chain solutions.

Councillor Taylor joined the meeting at 9:24am

Announcements by the Mayor

The Gisborne District has had significant rain and flooding in the last day and the Gisborne District Council has declared a state of emergency. Napier City Council (NCC) will be supporting them in any way it can as they help their community recover from the situation. Napier has had a lot of rain over the last day and the Mayor encourages residents to report any concerns they may have to the Council.

Announcements by the Chairperson

Congratulations to Council Officer Debra Stewart on her appointment as the Director of Infrastructure.

Announcements by the management

The Director Infrastructure said the team worked hard through the night to ensure Napier's infrastructure coped with the heavy rain. No significant issues have occurred, and staff will be watching the forecast today to make sure there is no negative impact on our community. Council has resolved a few issues recently which will be helping prevent street flooding with heavy rain.

An update on the top five water projects is attached to the minutes (*Doc ID:1447977*) and covers:

1. Low Manganese drinking water
2. Pandora Industrial Pipeline remediation
3. Fire Flows at Bayview
4. Generator purchase
5. Stormwater outlet water quality Improvements

The team at McLean Park will be doing their best to ensure the rain does not impact on the international cricket match this weekend.

There has been a massive amount of rain in the hills around Hawke's Bay. NCC will be working with Hawke's Bay Regional Council to mitigate the impact of the rain coming down from the hills.

Confirmation of minutes

Councillors Simpson / Chrystal

That the Minutes of the meeting held on 10 February 2022 were taken as a true and accurate record of the meeting.

Carried

Mayor Wise / Councillor Simpson

That the Minutes of the meeting held on 17 February 2022 were taken as a true and accurate record of the meeting.

Carried

Attachments

- 1 Napier Port Presentation.pdf
 - 2 Top 5 water projects - March 2022.pdf
-

AGENDA ITEMS

1. INTEGRATED TRADE WASTE AND WASTEWATER BYLAW: CONSULTATION PROPOSAL

Type of Report:	Legal and Operational
Legal Reference:	Local Government Act 2002
Document ID:	1417631
Reporting Officer/s & Unit:	Caitlin Egan, Environmental Compliance Officer

1.1 Purpose of Report

The purpose of this report is to outline a proposal to promulgate a new Integrated Trade Waste and Wastewater Bylaw under ss146 (1)(a)(iii) and 146(1)(b)(iii) of the Local Government Act 2002 (LGA).

At the Meeting

The Officer spoke to the report, stating that a Decision of Council is needed today to ensure the timelines are met leading up to the implementation of the new bylaw.

In response to questions from the Committee it was clarified:

- This proposed bylaw is modelled on a recently implemented bylaw in Queenstown Lakes District. They integrated all of the three waters bylaws and have administration manuals sitting underneath. Officers also contacted Hastings District Council and Gisborne District Council and adopted aspects of their bylaws which make sense. It makes things less confusing for users if Napier and Hastings have similar bylaws, and if and when the new Three Waters entities come into being it will make it easier if the different Councils in the region are doing the same things.

Committee's recommendation

Councillors Simpson / Browne

The Sustainable Napier Committee make a **DECISION OF COUNCIL** under delegated authority to:

- Endorse the content of this report including *Attachment 1 Statement of Proposal*.
- Agree that pursuant to s155(2)(b) and 155(3) of the LGA, the proposed bylaw is not inconsistent with the New Zealand Bill of Rights Act 1990 (NZBORA).
- Adopt the proposal and the draft Integrated Trade Waste and Wastewater Bylaw for the purposes of public consultation *Attachment 2*.
- Approve the commencement of the special consultative procedure in accordance with s83(1) of the LGA in relation to the proposal.

Carried

2. WATER SUPPLY BYLAW STATEMENT OF PROPOSAL

<i>Type of Report:</i>	Legal and Operational
<i>Legal Reference:</i>	Local Government Act 2002
<i>Document ID:</i>	1441447
<i>Reporting Officer/s & Unit:</i>	Russell Bond, Manager Water Strategy Lance Groves, Water Planning Lead

2.1 Purpose of Report

The purpose of this report is to:

- 1) Outline a proposal to re-promulgate the Napier City Water Supply Bylaw that was revoked pursuant to s 160A of the Local Government Act 2002 (LGA) on 26 June 2019 (the proposal); and
- 2) To recommend that the Napier City Council (the Council) commence the special consultative procedure in accordance with s 83(1) of the LGA in relation to the proposal.

At the Meeting

The Officer spoke to the report and clarified that the residents in Bayview will not be charged the volumetric targeted rate moving forward as their demand is the same as all other Napier residents in the urban boundary.

Committee's recommendation

Councillors Browne / Simpson

The Sustainable Napier Committee:

- a. Make a **DECISION OF COUNCIL** under delegated authority to enable public consultation to occur at the same time as the Trade Waste and Wastewater Bylaw public consultation.
- b. Endorse the content of this report (including Attachment 1 *Statement of Proposal*).
- c. Endorse that pursuant to ss 155(2)(b) and 155(3) of the LGA, the proposed Bylaw is not inconsistent with the New Zealand Bill of Rights Act 1990 (NZBORA).
- d. Adopt the proposal and the proposed Water Supply Bylaw for the purposes of public consultation.
- e. Approve the commencement of the special consultative procedure in accordance with s 83(1) of the LGA in relation to the proposal.

Carried

3. REPORT ON THREE WATERS REFORM PROGRAMME

<i>Type of Report:</i>	Operational
<i>Legal Reference:</i>	N/A
<i>Document ID:</i>	1442095
<i>Reporting Officer/s & Unit:</i>	Rebecca Huckle, Three Waters Reform Programme Manager Russell Bond, Manager Water Strategy

3.1 Purpose of Report

To inform the Council on the progress of the Three Waters Reform Programme within Napier.

At the Meeting

The Officer took the report as read.

In response to questions from the Committee it was clarified:

- In response to the risk outlined in the report, that the programme of work may not be completed by the cut-off date for the Department of Internal Affairs (DIA) funding, which would require a refund of unspent funds, the team have a list of back up projects to use that funding on. The Crown infrastructure partnership is supportive of flexibility in the work programme.
- The parks water bores investigation and implementation project involved some pieces of work. Council staff found a leak in the race at the botanical gardens. By sealing the race they have improved the water use and efficiency, and they have looked at lining the pond. There was also some irrigation efficiencies that could be made in one of the other parks. Staff are also looking at installing backflow preventers in the parks as there is a potential for bore use in the parks so would need to protect the water supply.

Accepting funding from the DIA does not commit NCC to the government's proposed Three Waters Reform model. Council will continue to have conversations with the government about this and advocate on behalf of the community.

Committee's recommendation

Councillor Chrystal / Mayor Wise

The Sustainable Napier Committee:

- Endorse the report on the Three Waters Reform Programme.

Carried

4. DECORATIVE PAVING SHOP ENTRANCE POLICY

Type of Report:	Procedural
Legal Reference:	Local Government Act 2002
Document ID:	1431134
Reporting Officer/s & Unit:	Robin Malley, Team Leader Transportation

4.1 Purpose of Report

To seek approval to withdraw the *Decorative Paving Shop Entrances Policy* which is considered by Officers to be surplus to requirements.

At the Meeting

The Officer spoke to the report. The withdrawal of this policy requires Council approval. There were no questions from the Committee.

Committee's recommendation

Councillors Simpson / McGrath

The Sustainable Napier Committee:

- a. Approve the withdrawal of the Decorative Paving Shop Entrances Policy.

Carried

5. CAPITAL PROGRAMME DELIVERY

Type of Report:	Information
Legal Reference:	N/A
Document ID:	1440069
Reporting Officer/s & Unit:	Jon Kingsford, Director Programme Delivery

1.1 Purpose of Report

To provide Council with information on the 2021 Long Term Plan Capital Programme and initiatives underway to improve Capital Programme Delivery.

At the Meeting

The Officer spoke to the report. In response to questions from the Committee it was clarified:

- The Centennial Hall will hopefully be reopening by the end of April, subject to availability of materials.
 - A review of Council's financial management information system in the current operating environment is being prioritised over the coming year. Council will be looking at the level of financial reporting that is required from a project perspective, and what the current gaps are, to inform what system would meet all Council's needs. There is funding set aside in Council's Long Term Plan for an upgrade of the current finance system or for a replacement system. NCC is talking to other Councils about what they are using, but it is also bearing in mind the potential impact of the Three Waters Reform.
 - Poraiti Road Corridor Improvement project has been deferred.
- a. *The answer given in the meeting was so Council could work with Mission Development and to work through any land purchases required to complete the project. This answer was corrected after the meeting:*
- b. The project is 'on hold' is for minor sightline improvements on Poraiti Road itself. It was programmed for a previous year, but Covid interruptions (and the subsequent shovel-ready flurry of unprogrammed activity) meant we had to re-prioritise resources. Now that the speed limit has been reduced, the risks are lower and therefore project priority has reduced. There are still some improvements which would be worthwhile, but these will probably be on a more operational scale now.

Committee's recommendation

Councillors Brosnan / Simpson

The Sustainable Napier Committee:

- a. Receive the report titled "Capital Programme Delivery".

Carried

6. LEASE OF RESERVE - DANISH DELIGHT

Type of Report:	Legal
Legal Reference:	Reserves Act 1977
Document ID:	1440552
Reporting Officer/s & Unit:	Bryan Faulknor, Manager Property Jenny Martin, Property and Facilities Officer

6.1 Purpose of Report

To obtain approval to grant a new lease to Danish Delight HB Limited in the mid to southern end of the Marine Parade Foreshore Reserve for a three year term plus two rights of renewal of two years.

At the Meeting

The Officer spoke to the report, indicating the location star on the map in the agenda was over the wrong building, and should be on the building to the right of the star. This will be amended for future documentation and is attached to these minutes (*Doc ID: 1448222*).

There were no questions from the Committee on this report.

Committee's recommendation

Councillors McGrath / Brosnan

The Sustainable Napier Committee:

- a. Agrees to grant a new lease, under Section 54(1)(d) of the Reserves Act 1977, for Danish Delight HB Limited to continue to occupy an area in the mid to southern end of the Marine Parade Foreshore for a three year term plus two rights of renewal of two years.
- b. Notes that Council is acting under delegated authority from the Minister of Conservation in granting this lease.

Carried

Attachments

-
- 1 Danish Delight HB Ltd aerial plan.pdf
-

Meeting adjourned 10:16am - reconvened at 11:41am.

PUBLIC EXCLUDED ITEMS

Councillors Taylor / Boag

That the public be excluded from the following parts of the proceedings of this meeting, namely:

1. Surplus land sale
2. Lease of Subsoil of Road

Carried

The general subject of each matter to be considered while the public was excluded, the reasons 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 were 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) to the passing of this resolution.
1. Surplus land sale	7(2)(i) Enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	48(1)A That the public conduct of the whole or the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist: (i) Where the local authority is named or specified in Schedule 1 of this Act, under Section 6 or 7 (except 7(2)(f)(i)) of the Local Government Official Information and Meetings Act 1987.
2. Lease of Subsoil of Road	7(2)(i) Enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	48(1)A That the public conduct of the whole or the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist: (i) Where the local authority is named or specified in Schedule 1 of this Act, under Section 6 or 7 (except 7(2)(f)(i)) of the Local Government Official Information and Meetings Act 1987.

The meeting moved into Committee at 11:42

Approved and adopted as a true and accurate record of the meeting.

Chairperson

Date of approval