



**Far North
District Council**



Te Kaunihera o Tai Tokerau ki te Raki

AGENDA

Infrastructure Committee Meeting

Wednesday, 7 September 2022

Time: 9:30 am
Location: Council Chamber
Memorial Avenue
Kaikohe

Membership:

Chairperson Felicity Foy
Mayor John Carter
Deputy Mayor Ann Court
Cr Dave Collard
Cr Rachel Smith
Cr Kelly Stratford
Cr John Vujcich
Member Adele Gardner
Member Mane Tahere

	Authorising Body	Mayor/Council
	Status	Standing Committee
COUNCIL COMMITTEE	Title	Infrastructure Committee Terms of Reference
	Approval Date	7 May 2020
	Responsible Officer	Chief Executive

Purpose

The purpose of the Infrastructure Committee (the Committee) is to ensure cost effective, quality and sustainable infrastructure decisions are made to meet the current and future needs of Far North communities and that Councils infrastructure assets are effectively maintained and operated.

The Committee will review the effectiveness of the following aspects:

- Affordable core infrastructure to support healthy and sustainable living.
- Operational performance including monitoring and reporting on significant infrastructure projects
- Delivery of quality infrastructure and district facilities
- Financial spend and reprogramming of capital works
- Property and other assets

To perform his or her role effectively, each Committee member must develop and maintain

his or her skills and knowledge, including an understanding of the Committee's responsibilities, Councils' infrastructure assets such as roading, three waters and district facilities.

Membership

The Council will determine the membership of the Infrastructure Committee.

The Infrastructure Committee will comprise of at least six elected members (one of which will be the chairperson).

Mayor Carter

Felicity Foy – Chairperson

Ann Court – Deputy Chairperson

Dave Collard

Kelly Stratford

John Vujcich

Rachel Smith

Adele Gardner

Mane Tahere

Non-appointed Councillors may attend meetings with speaking rights, but not voting rights.

Quorum

The quorum at a meeting of the Infrastructure Committee is 5 members.

Frequency of Meetings

The Infrastructure Committee shall meet every 6 weeks but may be cancelled if there is no business.

Power to Delegate

The Infrastructure Committee may not delegate any of its responsibilities, duties or powers.

Committees Responsibilities

The Committees responsibilities are described below:

Quality infrastructure and Facilities

- Assess and provide advice to Council on strategic issues relating to the provision of Council's infrastructural activities and district facilities
- Review, and recommend to Council, policy and strategies for the delivery of infrastructural asset services
- Monitor achievement of outcomes included in the Infrastructure Strategy and other infrastructure strategies e.g District Transport Strategy
- Ensure that Council protects its investment in its infrastructural assets in accordance with accepted professional standards
- Monitor the risks, financial and operational performance of the Council's infrastructural activities and facilities
- Monitor major contract performance measures/key result areas (KRAs)

Significant Projects – spend, monitoring and reporting

- Monitor significant projects
- Approve budget overspend (above tolerance levels in the CE delegations) and any reprogramming of capex for a project or programme provided that:
 - The overall budget is met from savings
 - The overall budget for capex is not exceeded. Where this is not the case, the Committee must either:
 - Recommend to Council that additional funding is approved (outside the Annual Plan or Long-Term Plan process), or
 - Recommend as part of the next round of Long-Term Plan or Annual Plan process that the funding is considered for inclusion.
- Approve tenders and contracts provided they are:
 - Up to \$3 million,
 - in accordance with the current year's plan, whether that be Annual Plan or Long-Term Plan, and
 - deemed low by the Significance and Engagement Policy

Compliance

- Ensure that operational functions comply with legislative requirements and Council policy

- Ensure that consents associated with Council's infrastructure are being met and renewals are planned for

Service levels (non-regulatory)

- Recommend service level changes and new initiatives to the Long Term and Annual Plan processes.

Relationships

- Monitoring Council's relationship with the Northland Transportation Alliance
 - Receive quarterly performance reports
- Monitoring Council's relationship with the Far North Waters Alliance Partner

Property

- Recommend to Council the acquisition or disposal of assets.
- Approve new leases and lease renewals (of non-reserve land), in accordance with the current years' plan, whether that be Annual Plan or Long-Term Plan.

Receive updates on changes to national and regional policies that impact on Council provision of infrastructure and where appropriate make recommendation to Council.

Rules and Procedures

Council's Standing Orders and Code of Conduct apply to all the committee's meetings.

Annual reporting

The Chair of the Committee will submit a written report to the Chief Executive on an annual basis. The review will summarise the activities of the Committee and how it has contributed to the Council's governance and strategic objectives. The Chief Executive will place the report on the next available agenda of the governing body.

Far North District Council
Infrastructure Committee Meeting
will be held in the Council Chamber, Memorial Avenue, Kaikohe on:
Wednesday 7 September 2022 at 9:30 am

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1 KARAKIA TIMATANGA – OPENING PRAYER**2 NGA WHAKAPĀHA ME NGĀ PĀNGA MEMA / APOLOGIES AND DECLARATIONS OF INTEREST**

Members need to stand aside from decision-making when a conflict arises between their role as a Member of the Committee and any private or other external interest they might have. This note is provided as a reminder to Members to review the matters on the agenda and assess and identify where they may have a pecuniary or other conflict of interest, or where there may be a perception of a conflict of interest.

If a Member feels they do have a conflict of interest, they should publicly declare that at the start of the meeting or of the relevant item of business and refrain from participating in the discussion or voting on that item. If a Member thinks they may have a conflict of interest, they can seek advice from the Chief Executive Officer or the Team Leader Democracy Support (preferably before the meeting).

It is noted that while members can seek advice the final decision as to whether a conflict exists rests with the member.

3 NGĀ TONO KŌRERO / DEPUTATION

No requests for deputations were received at the time of the Agenda going to print.

4 CONFIRMATION OF PREVIOUS MINUTES

4.1 CONFIRMATION OF PREVIOUS MINUTES

File Number: A3855367

Author: Rhonda-May Whiu, Democracy Advisor

Authoriser: Aisha Huriwai, Team Leader Democracy Services

PURPOSE OF THE REPORT

The minutes of the previous Infrastructure Committee meeting are attached to allow the Committee to confirm that the minutes are a true and correct record.

RECOMMENDATION

That the Infrastructure Committee confirm that the minutes of the meeting held 27 July 2022 be confirmed as a true and correct record.

1) BACKGROUND

Local Government Act 2002 Schedule 7 Section 28 states that a local authority must keep minutes of its proceedings. The minutes of these proceedings duly entered and authenticated as prescribed by a local authority are prima facie evidence of those meetings.

2) DISCUSSION AND OPTIONS

The minutes of the meeting are attached. Far North District Council Standing Orders Section 27.3 states that no discussion shall arise on the substance of the minutes in any succeeding meeting, except as to their correctness.

Reason for the recommendation

The reason for the recommendation is to confirm the minutes are a true and correct record of the previous meeting.

3) FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION

There are no financial implications or the need for budgetary provision as a result of this report.

ATTACHMENTS

- 1. 2022-07-27 Infrastructure Committee Minutes - A3806499**  

Compliance schedule:

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
 - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
 - b) Assess the options in terms of their advantages and disadvantages; and
 - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

Compliance requirement	Staff assessment
State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy	This is a matter of low significance.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	This report complies with the Local Government Act 2002 Schedule 7 Section 28.
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	It is the responsibility of each meeting to confirm their minutes therefore the views of another meeting are not relevant.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.	There are no implications on Māori in confirming minutes from a previous meeting. Any implications on Māori arising from matters included in meeting minutes should be considered as part of the relevant report.
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	This report is asking for the minutes to be confirmed as true and correct record, any interests that affect other people should be considered as part of the individual reports.
State the financial implications and where budgetary provisions have been made to support this decision.	There are no financial implications or the need for budgetary provision arising from this report.
Chief Financial Officer review.	The Chief Financial Officer has not reviewed this report.

Infrastructure Committee Meeting Minutes - **Unconfirmed**

27 July 2022

**MINUTES OF FAR NORTH DISTRICT COUNCIL
INFRASTRUCTURE COMMITTEE MEETING
HELD VIRTUALLY VIA MICROSOFT TEAMS
ON WEDNESDAY, 27 JULY 2022 AT 9:32 AM**

PRESENT: Chairperson Felicity Foy, Deputy Mayor Ann Court, Cr Dave Collard, Cr Rachel Smith, Cr Kelly Stratford, Cr John Vujcich, Member Adele Gardner, Member Mane Tahere

IN ATTENDANCE: Blair King (Chief Executive Officer), Andy Finch (General Manager Infrastructure and Asset Management), Darren Edwards (General Manager Strategic Planning and Policy)

STAFF PRESENT: Ruben Garcia (Manager Communications), Emma Healy (Executive Officer) Keith Kent (Senior Transport Planner), Kim Cottle (Team Leader Infrastructure Planning), Rogers Ackers (Manager - Strategy), Helen Ronaldson (Asset Management Infrastructure Planning), Andrew McPhee (Senior Policy Planner), Glenn Rainham (Manager Infrastructure Operations), Aisha Huriwai (Team Leader Democracy Services), Marlema Baker (Democracy Advisor)

1 KARAKIA TIMATANGA – OPENING PRAYER

Chair Felicity Foy commenced the meeting and newly appointed Committee Member Mane Tahere opened the meeting with a karakia.

2 NGĀ WHAKAPĀHA ME NGĀ PĀNGA MEMA / APOLOGIES AND DECLARATIONS OF INTEREST

There were no apologies or conflicts of interest for this meeting.

3 NGĀ TONO KŌRERO / DEPUTATION

There are no deputations for this meeting.

4 CONFIRMATION OF PREVIOUS MINUTES

4.1 CONFIRMATION OF PREVIOUS MINUTES

Agenda item document number A3769306, pages 8 - 12 refers.

RESOLUTION 2022/22

Moved: Chairperson Felicity Foy

Seconded: Cr John Vujcich

That the Infrastructure Committee confirm that the minutes of the meeting held 15 June 2022 be confirmed as a true and correct record.

In Favour: Chairperson Felicity Foy, Deputy Mayor Ann Court, Crs Dave Collard, Kelly Stratford, John Vujcich and Member Adele Gardner

Against: Nil

Abstained: Mayor John Carter, Cr Rachel Smith and Member Mane Tahere

CARRIED

5 REPORTS**5.1 ECONOMIC AND PRACTICABILITY ASSESSMENT FOR DISCHARGE OF TREATED WASTEWATER TO LAND FROM HIHI WASTEWATER TREATMENT PLANT**

Agenda item document number A3772151, pages 13 - 112 refers.

RESOLUTION 2022/23

Moved: Cr Kelly Stratford

Seconded: Cr John Vujcich

That the Infrastructure Committee recommends to Council that:

1. the option of discharging treated wastewater from the Hihi Wastewater Treatment Plant to land is not pursued at this time as part of the application to replace the resource consents authorising discharge of contaminants from the Hihi Wastewater Treatment Plant, on the basis that the costs associated with that activity, are assessed as not economically viable.

and that the Infrastructure Committee notes that:

2. staff will continue engagement with mana whenua and the community on a discharge to land option; and
3. should this eventuate and a possible site(s) be identified after affected landowners have been engaged, staff will prepare a budget request for this Committee to consider making funding available for the site assessment and concept design for the discharging to land from the Hihi wastewater treatment plant that includes site specific technical, design and cost investigation of this option, in which mana whenua are included.
4. staff are preparing a paper for Council seeking adoption of a District Wide rating policy for wastewater. This would make land-based disposal at Hihi more affordable.

In Favour: Chairperson Felicity Foy, Deputy Mayor Ann Court, Crs Dave Collard, Rachel Smith, Kelly Stratford, John Vujcich and Member Adele Gardner

Against: Nil

Abstained: Member Mane Tahere

CARRIED

6 INFORMATION REPORTS**6.1 INFRASTRUCTURE COMMITTEE ACTION SHEET UPDATE JULY 2022**

Agenda item document number A3769314, pages 113 - 117 refers.

RESOLUTION 2022/24

Moved: Chairperson Felicity Foy

Seconded: Cr Kelly Stratford

That the Infrastructure Committee receive the report Action Sheet Update July 2022.

In Favour: Chairperson Felicity Foy, Deputy Mayor Ann Court, Crs Dave Collard, Rachel Smith, Kelly Stratford, John Vujcich, Members Adele Gardner and Mane Tahere

Against: Nil

CARRIED

7 TE WĀHANGA TŪMATATI / PUBLIC EXCLUDED**RESOLUTION TO EXCLUDE THE PUBLIC**

COMMITTEE RESOLUTION 2022/25

Moved: Chairperson Felicity Foy

Seconded: Cr John Vujcich

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

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

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48 for the passing of this resolution
7.1 - Confirmation of Previous Minutes - Public Excluded	s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
7.2 - Kerikeri CBD Bypass Property Acquisition	s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7

In Favour: Chairperson Felicity Foy, Deputy Mayor Ann Court, Crs Dave Collard, Rachel Smith, Kelly Stratford, John Vujcich, Members Adele Gardner and Mane Tahere

Against: Nil

CARRIED

The Infrastructure Committee confirmed the information and decisions contained in the part of the meeting held with public excluded **not be** restated in public meeting.

8 KARAKIA WHAKAMUTUNGA – CLOSING PRAYER

Member Mane Tahere closed the meeting with a karakia

9 TE KAPINGA HUI / MEETING CLOSE

The meeting closed at 11:34 am.

The minutes of this meeting will be confirmed at the Infrastructure Committee Meeting held on 7 September 2022.

.....
CHAIRPERSON

5 INFORMATION REPORTS

5.1 ROADING MAINTENANCE & OPERATIONS CONTRACT OBLIGATIONS

File Number: A3803711

Author: Bernard Petersen, Maintenance & Operations Manager

Authoriser: Andy Finch, General Manager - Infrastructure and Asset Management

TAKE PŪRONGO / PURPOSE OF THE REPORT

The purpose of this paper is for staff to provide Elected Members with an increased understanding of the current unsealed road contractual obligations, as adopted through the Road Maintenance & Renewals Contracts and enable opportunity for clarification via Elected Member questions on specific items.

WHAKARĀPOOTO MATUA / EXECUTIVE SUMMARY

- This report and associated presentation have been prepared at the request of Elected Members
- It presents information on the existing levels of service that budgeted for within the existing two Road Maintenance and Renewal contracts.

TŪTOHUNGA / RECOMMENDATION

That the Infrastructure Committee receive the paper Roothing Maintenance and Operations Contract Obligations.

1) TĀHUHU KŌRERO / BACKGROUND

This paper relates to the roading maintenance delivery through the Northland Transportation Alliance (NTA). It follows a request by Elected Members for detail around Levels of Service delivered through the two existing road maintenance and renewals contracts. Staff from the NTA will be available to present the paper.

2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

As detailed in the attached report and presentation prepared by the NTA.

Take Tūtohunga / Reason for the recommendation

To present the report prepared by the NTA.

3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION

No direct financial implications as the Levels of Service detailed in the report are budgeted.

ĀPITIHINGA / ATTACHMENTS

1. Attachment 1 - Contractual Maintenance Obligations - Unsealed Roads - A3824671  
2. Attachment 2 - Unsealed Roads Contractual Obligations Presentation - A3860832  



Meeting: FNDC Infrastructure Committee
Name of item: Contractual Maintenance Obligations – Unsealed Roads
Author: Bernard Petersen, NTA Maintenance & Operations Manager
Meeting Date: 07th September 2022

1 Purpose

The purpose of this presentation is for staff to provide Elected Members with an increased understanding of the current unsealed road contractual obligations, as adopted through the Road Maintenance & Renewals Contracts and enable opportunity for clarification via Elected Member questions on specific items.

2 Background

The current Road Maintenance & Renewals Contracts were adopted following Council approvals for commencement in July 2018 and are currently at the beginning of separable portion 2, extending them out a further two years through to June 2024.

The Northland Transportation Alliance (NTA), on behalf of Kaipara, Far North and Whangarei District Councils led the process to develop an integrated regional or 'one-network' approach to the delivery of maintenance and renewals activities for the local roading networks.

The NTA Road Maintenance & Renewals Contract introduced an inspection led process for the identification of work requirements across the network, with levels of service based on the road hierarchy being achieved through frequency of inspection and response times for routine (lump sum) activity completion. In addition, the identification of ordered work (non-lump sum) activities are recorded, prioritized, and programmed based on holistic network need then presented as discretionary activities for Council staff approval on a monthly basis.

We have recently received an increase in Council Elected Member enquiries into the contract mechanisms and obligations, particularly pertaining to unsealed roads.

3 Discussion

In response to recent enquiries from Elected Members on the maintenance and management of the unsealed road networks, we have prepared a presentation covering the contractual obligations in relation to inspections, routine response timeframes, lump sum (routine) and ordered work (discretionary) activities, audit coverage and key performance measures.

4 Attachments

1 - Unsealed Road Contractual Obligations presentation

5 Report Approval

Approved by:

Calvin Thomas, GM NTA
4th August 2022

NORTHLAND TRANSPORTATION ALLIANCE



Contractual Maintenance Obligations

UNSEALED ROADS

Background

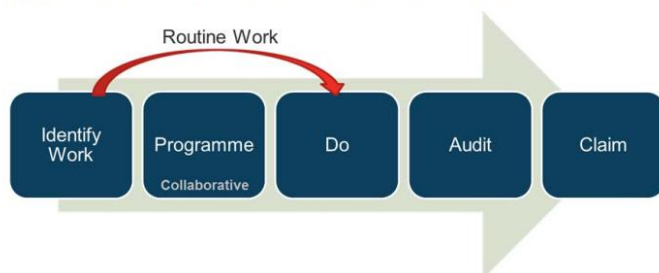


- Road Maintenance & Renewals Contracts commenced July 2018
 - Adopted following Council approval
 - Developed by the NTA, as an integrated regional or ‘one-network’ approach
 - Introduces an Inspection Led approach to the identification and programming of network needs
 - NTA auditing requirements with integrated Key Performance Measure (KPM)
 - Levels of Service set based on road hierarchy, achieved through:
 - Frequency of Inspections
 - Response times for routine (lump sum) activities
 - Currently at the beginning of separable portion 2, extending through to June 2024

Works Management Process



The fundamental process that underpins these contracts is shown below:



Routine Work:

Work undertaken by the Contractor, where approval of the Engineer is not required prior to the commencement of the physical works.

Work that the contract provides clear authorisation for the Contractor to get on and do.

Ordered Works:

Work undertaken by the Contractor where prior approval of the Engineer is required prior to the commencement of the physical works.

Work that must specifically receive authorisation by the Engineer prior to work being commenced.

Works Management Process



Cyclic Work:

A type of Routine work where the work is initiated by a time frequency and usually confirmed with the Engineer in the approval of the Annual Programme

- Sump Cleaning
- Channel Sweeping
- Railings and Barrier Cleaning
- Sight Rail Painting
- Road Markings Repaint
- Bridge Painting
- Roadside Vegetation Spraying

+ Annual Drainage Inspection



Contract Inspections Process

The purpose of the network inspections are to ensure that the maintenance needs are proactively identified and quantified to provide knowledge to the Engineer in regards to the maintenance state of the network.

This process enables:

- Identification of routine work as well as ordered work
- Maintenance 'need' identified
- Routine work is identified and can be tracked in relation to the set response times
- A programme of ordered works can be developed in regards to the annual maintenance planning cycles
- The analysis of maintenance need identified can be completed to better define renewal requirements
- Identification of issues is proactive so that we are aware before the customer tells us
- Work is raised in reference to intervention levels and attended to within the given response times for each routine activity.



Unsealed Inspections - Overview

The activities to be inspected for under this inspection include:

- Unsealed Pavement Defects (including shallow watertable)
- Signs
- Traffic Facilities (railings, barriers, edge marker posts)
- Structures (only bridge deck)
- Vegetation Control

The activities to be inspected for, using best effort, under this inspection include:

- Drainage assets (Culverts)

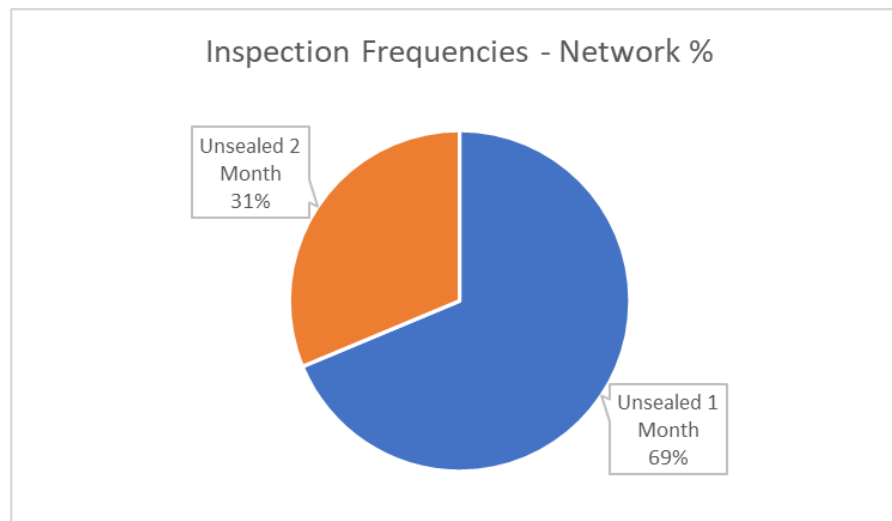
Frequency of Inspection

ONRC Road Classification	Risk Level ^{1 2}	Monthly ³	Two Monthly	Six Monthly ⁴
Unsealed Primary and Secondary Collector	High	X		
	Medium		X	
	Low ⁵			X
Unsealed Access	High	X		
	Medium		X	
	Low ⁵			X
Unsealed Low Volume	High	X		
	Medium		X	
	Low ⁵			X

Default Setting of Risks based on ONRC road classification



Unsealed Inspections - Overview



FNDC Unsealed 1 Month – Examples:

- Parapara Road
- Henderson Bay Road
- Kohumaru Road
- Rawhiti Road
- West Coast Road

FNDC Unsealed 2 Month – Examples:

- Motuti Road
- Orira Road
- Waioitehui Road
- Kaimaumau Road



Unsealed Inspections - Routine

Activity Name	Code	Sub Activity Name	Work Type	Monthly Programmed?	Notes
Drainage Assets	DR01	Routine Drainage Maintenance	Routine	No	Best Effort
Signs	SG01	Routine Sign Maintenance	Routine	No	
Traffic Facilities	TF01	Flexible Marker Posts Routine Maintenance	Routine	No	The annual clean is effectively a cyclic activity and is not identified through the inspections.
Traffic Facilities	TF04	Railings & Barriers Routine Maintenance	Routine	No	
Unsealed Pavements	UR01	Pothole Repairs	Routine	No	
Unsealed Pavements	UR02	Grading	Routine	No	
Vegetation Control	VC01	Routine Vegetation Envelope Maintenance	Routine	No	
Vegetation Control	VC05	Mowing	Routine	No	
Structures	ST01	Routine Bridge Maintenance	Routine	No	



Routine Work Response



OPERATIONAL PERFORMANCE MEASURES - RESPONSE TIMES & INTERVENTION CRITERIA										
Activity	Intervention Level / Defect	Response Times					Comments	Ordered / Routine / Cyclic	Scheduled / Lump Sum	Notes
		Arterial	Primary Collector	Secondary Collector	Access	Low Volume				
UNSEALED PAVEMENT										
Pothole - Repair	>200mm diameter and >50mm deep	1Wk	2 Wk	2 Wk	2 Wk	2 Wk	Identified and dispatched on inspection	Routine	Lump Sum	If unsafe, within 1 week of notification
Grading	Corrugations >25mm deep over 20m, or	1 Wk	2 Wk	2 Wk	2 Wk	2 Wk	Identified and dispatched on inspection	Routine	Lump Sum	Contractor to program but if unsafe, within 1 week of notification
	Rutting > 50mm deep, or									
	Loose metal >25mm deep, or									
	Crossfall outside 6 - 8%, or									
The requirements for maintenance metal	When required with grading	On request					Identified and dispatched on inspection	Routine	Scheduled Rate	As directed by Inspection or Grader Driver overall quantity monitor by Engineer
CULVERTS										
Routine Drainage	Culvert entry clean	1 Wk	1 Wk	1 Wk	2 Wk	2 Wk	Identified and dispatched on inspection	Routine	Lump Sum	
Culvert Markers	Not vertical or secure	1 Wk	1 Wk	1 Wk	2 Wk	2 Wk	Identified and dispatched on inspection	Routine	Lump Sum	
	Damaged	1 Wk	1 Wk	1 Wk	2 Wk	2 Wk	Identified and dispatched on inspection	Routine	Scheduled Rate	
ROAD SAFETY BARRIERS / RAILINGS										
Clean	Vegetation or debris around structure	1 Wk	1 Wk	1 Wk	2 Wk	2 Wk	Identified and dispatched on inspection	Routine	Lump Sum	
Graffiti - Clean	Graffiti	1 Wk	1 Wk	1 Wk	2 Wk	2 Wk	Identified and dispatched on inspection	Routine	Lump Sum	
Repair	Minor repairs	1 Wk	1 Wk	1 Wk	2 Wk	2 Wk	Identified and dispatched on inspection	Routine	Lump Sum	
	Major repairs	Tested in Programme Management					By agreed programmed date	Ordered	Scheduled Rate	Damaged rails
SURFACE WATER CHANNELS										
Concrete Channels	Remove obstructions	1 Wk	1 Wk	1 Wk	2 Wk	2 Wk	Identified and dispatched on inspection	Routine	Lump Sum	
Weeds in channel	Weeds in channel	1 Wk	1 Wk	1 Wk	2 Wk	2 Wk	Identified and dispatched on inspection	Routine	Lump Sum	
VEGETATION										
Routine Envelope	Maintain Envelope	1 Wk	1 Wk	1 Wk	2 Wk	2 Wk	Identified and dispatched on inspection	Routine		Includes Sightline mowing





Unsealed Inspections – Ordered

Activity Name	Code	Sub Activity Name	Work Type	Monthly Programmed?	Notes
Traffic Facilities	TF03	Flexible Marker Posts Replacement and Installation	Ordered	Yes	
Traffic Facilities	TF07	Railings & Barriers New and Renewal	Ordered	Yes	
Unsealed Pavements	UR03	Failure Repairs	Ordered	Yes	
Unsealed Pavements	UR04	Wet Roll and Grade	Ordered	Yes	
Unsealed Pavements	UR05	Rip and Remake	Ordered	Yes	
Unsealed Pavements	UR06	Pavement Strengthening	Ordered	Yes	
Vegetation Control		Hazardous Tree Removal	Ordered	Yes	Requires supporting arborist report



Ordered Work Response



OPERATIONAL PERFORMANCE MEASURES - RESPONSE TIMES & INTERVENTION CRITERIA							
Activity	Intervention Level / Defect		Response Times	Comments	Ordered / Routine / Cyclic	Scheduled / Lump Sum	Notes
UNSEALED PAVEMENT							
Wearing Course	High levels of aggregate loss. High use roads. Wearing course on new metal strengthening			Within two weeks for Authorized Work. Response times shall be met when the conditions are conducive to metalling.	Ordered	Scheduled Rate	The requirements for maintenance metal will vary throughout the year, these being governed by climatic conditions.
Strengthening roads	Priority	Name	Description	Comment			
Wet ruts and	Urgent	Urgent / Callout	Poses an immediate safety issue to customers	RESPOND			
CULVERTS	1	Must Do	Immediate work required or major failure/defect with significant impact on the network in terms of safety or asset preservation.	To be programmed.			
Annual clean culverts	2	Should Do	Work that is required in accordance with good practice and doesn't have an urgency that would make it a Priority 1.	Programmed after priority 1's and when resources and budget available.			
Programmed	3	Monitor	The defect does not require work at this stage, but it is apparent that at some point in the near future that it will require attention.	Not to be programmed unless the repair exists in a Resurfacing site and needs to be completed as a pre-seal repair to protect the integrity of the Resurfacing treatment			
Repair							
ROAD SAFETY							
Repair							
SURFACE WORK							
Repair							
Non-routine							
Work and							
Signs							
Sign New Installations	New Installations.		Tested in Programme Management	Installed within four weeks unless otherwise stated by the Engineer	Ordered	Scheduled Rate	
VEGETATION							
Tree Trimming	Encroaches into vegetation envelope >100mm in diameter		Tested in Programme Management	By agreed programme date.	Ordered	Scheduled Rate	Only used to bring Envelope into spec. Does not give Contractor 'no Maintenance Envelope' under Routine.
Spraying - Noxious Weeds	Any weeds indicated in NRCs Pest Management Strategy		Tested in Programme Management	By agreed programme date.	Ordered	Scheduled Rate	





Customer Requests

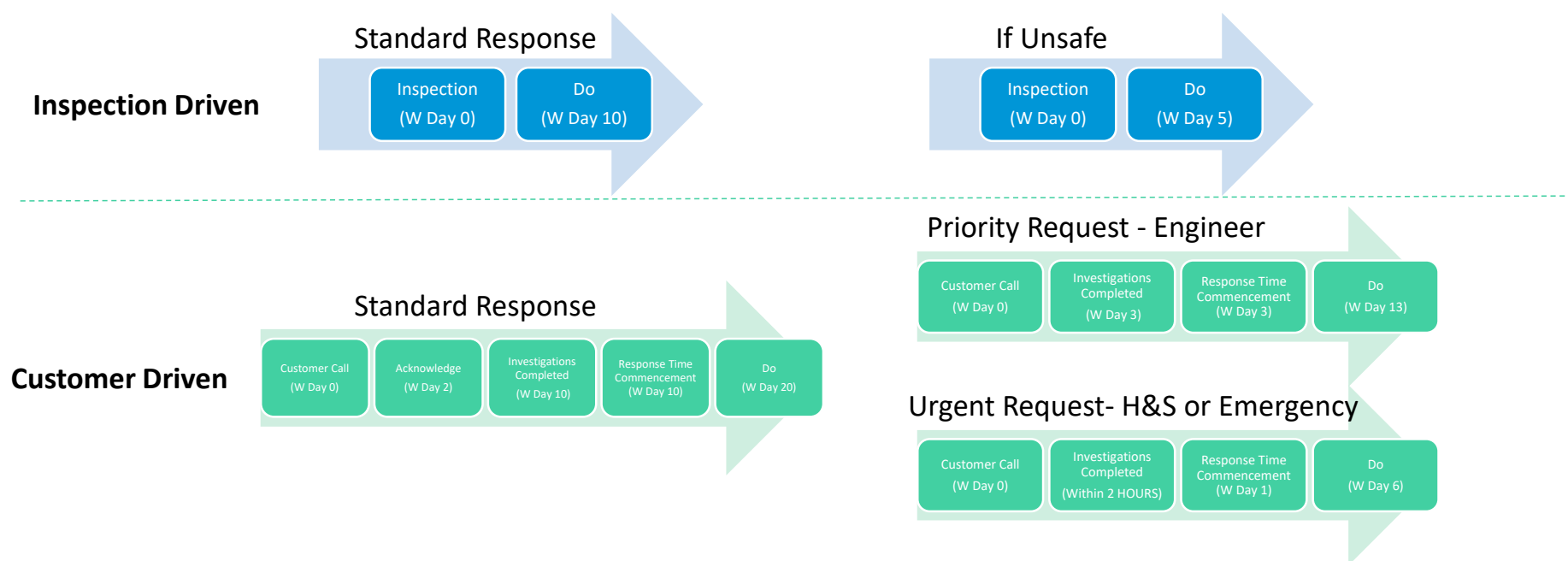
- An essential feature of the Customer Service operation is that it is responsive to the various needs expressed by the public and that their concerns are dealt with efficiently so that Council can reply to the original enquirer if necessary.
- Speed, quality, accuracy, courtesy, proactivity and ownership are key to the Contractor's success..

Response Times		
	Description	Time Frame
Standard requests	Acknowledgement of customer request The Contractor is to acknowledge receipt/accept the service request within the Council's Customer Service system or reassign.	2 working days
	Investigation and action* of RFS Investigations carried out, dispatch raised if required, and reporting completed within corporate system and the customer has been advised by the Contractor. In accordance with options A or B.	10 working days
Priority requests	Priority requests from the Engineer.	3 working days
Urgent requests	Health and Safety or emergency	1 hr WDC & KDC 2 hrs FNDC

*Action, loading of works dispatch into RAMM database, triggering the commencement of routine response timeframes tabled earlier



Routine response time scenarios



Contract Audits



Two types of physical work auditing will be undertaken by the Engineer:

Inspection Audits: This audits the compliance of the inspection outcomes. For example, are the inspections identifying the correct maintenance needs are the correct treatments being applied when work is identified.

Work Audits: This audits the compliance with work activity specifications and focuses on the quality of workmanship. This audit applies to completed routine and ordered works undertaken as part of the contract.

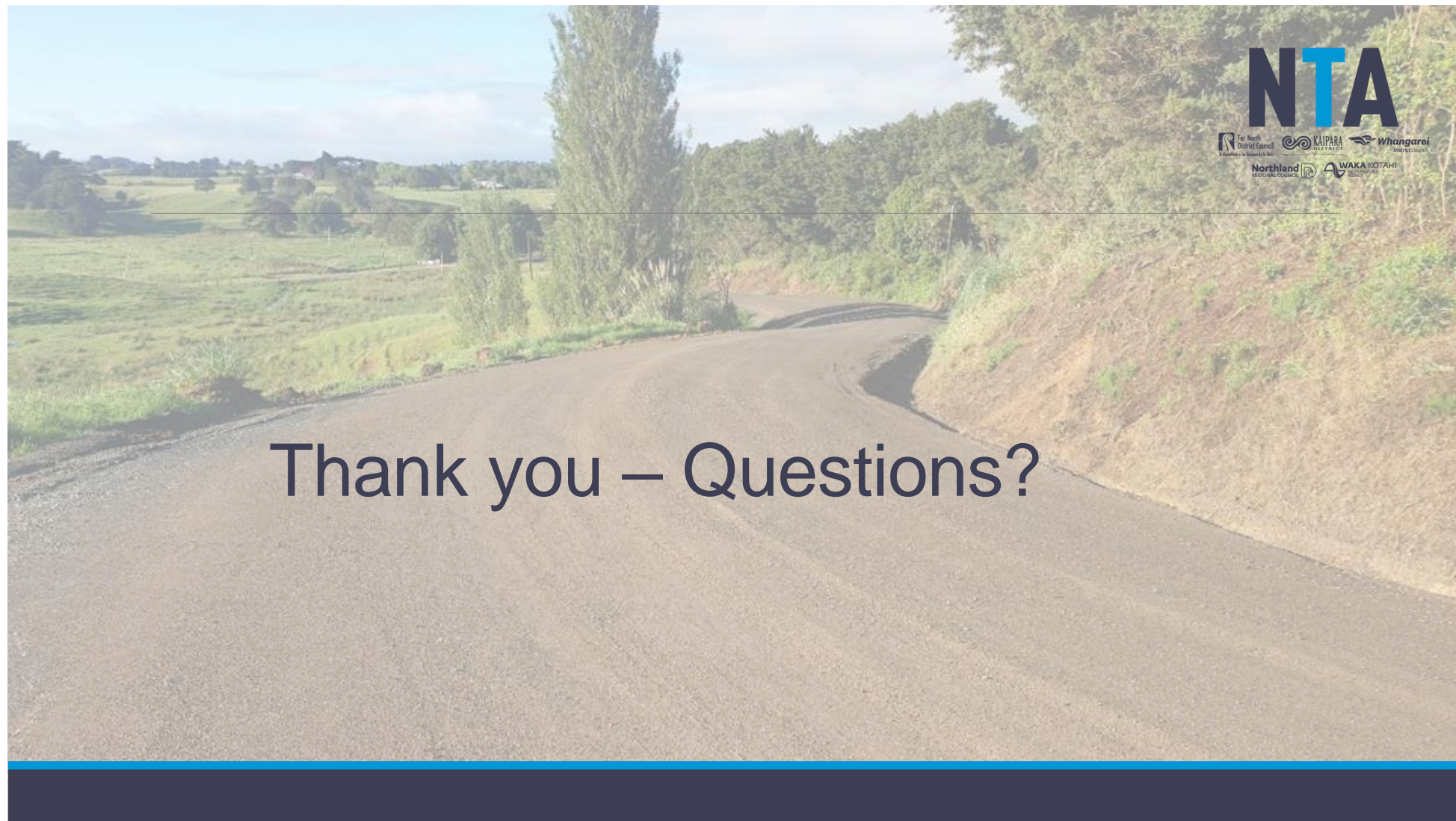
In general these audits will follow the activities completed and will comprise of up to 10% of the activities completed by road classification each month. Where >40% of the audited activities are found to be failing then the Engineer may choose to increase the audit sample from 10% of the inspection length completed.

While the Engineer is responsible for the auditing of work, this does not remove the need for the Contractor to supervise, monitor and check their own work and activities.



Key Performance Measures

KPM #	Measure Group	Name	Performance Measure	Target	Frequency	Weight
Reliability & Response				Header	Header	Header
10	Reliability & Response	Unsealed Inspection Achievement	Unsealed Road inspection frequencies are achieved as per the inspection frequency set out in the contract and the network coverage is as per the inspection programme.	95%	Monthly	5
35	Reliability & Response	Inspection Quality - Unsealed	Audit of the unsealed network inspections show that the Contractor is identifying the correct maintenance need in relation to routine and ordered works.	95%	Monthly	2
16	Reliability & Response	RFS Response	RFSs assigned to the Contractor shall be accepted within the 2 day timeframe.	99%	Monthly	2
17	Reliability & Response	RFS Close Out	Investigations carried out, dispatch raised if required, reporting completed within corporate system and the customer has been advised by the Contractor within the 10 day timeframe where advised within CRM callback.	99%	Monthly	2
18	Reliability & Response	Cutomer Satisfaction	The Contractor shall take all practical steps to minimise the likelihood of a dissatisfied RFS Callback Result.	100%	Monthly	1
20	Reliability & Response	Routine Response Time	Routine response times are managed and attended to within the response times set. [Refer to the Part 5K OPM Response Times].	95%	Monthly	3
Quality & Quantity				Header	Header	Header
28	Quality & Quantity	Ordered Work Quality	Quality of completed ordered works (except sealed pavement renewals) is in accordance with the work specifications. Note that this activity will be split into separate Activities for performance reporting.	90%	Monthly	2
29	Quality & Quantity	Routine Work Quality	Quality of routine works is in accordance with the work specifications. Note that this activity will be split into separate Activities for performance reporting.	90%	Monthly	3
31	Quality & Quantity	Unapproved Ordered Works	Ordered work presented for claiming has an approved estimate by the Engineer.	90%	Monthly	5



5.2 THREE WATERS REFORM TRANSITION SUPPORT PACKAGE FUNDING (TRANCHE 1)

File Number: A3826577

Author: Andy Finch, General Manager - Infrastructure and Asset Management

Authoriser: Blair King, Chief Executive Officer

TAKE PŪRONGO / PURPOSE OF THE REPORT

To advise on the Funding Agreement with the Department of Internal Affairs (DIA) for Tranche 1 of the Three Waters Reform Support Package Funding.

WHAKARĀPOOTO MATUA / EXECUTIVE SUMMARY

In July this year, Government announced a further Tranche 1 of a Funding Package to support Council's in transition work to a new Water Entity.

The Far North District Council's allocation is \$886k to June 2023.

Council will be entering into a Funding Agreement with the DIA to draw down this funding.

TŪTOHUNGA / RECOMMENDATION

That the Infrastructure Committee receive the report Three Waters Reform Transition Support Package Funding (Tranche 1).

TĀHUHU KŌRERO / BACKGROUND

As part of the Three Waters Reform, the Government in July 2022 announced a further funding package totalling \$44m to support Councils through the transition period to the establishment of a new Water Entity in July 2024. Tranche 1 covers the period up to June 2023 and will include funding information gathering and reporting requirements relating to the transfer of assets, liabilities, workforce and contracts to Water Service Entities and complying with any additional requirements of processes mandated by the Water Services Bill (once enacted).

The Far North District Council's proportion of this funding package is \$886k. It is grant funding.

Tranche 2 transition funding will be announced at a later date. This will provide funding to contribute towards participation in local establishment and transition teams, including covering the costs of seconded council staff and/or providing for staff backfill.

MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND NEXT STEPS

Background information and a copy of the Funding Agreement with the Department of Internal Affairs are included as attachments.

This announcement signals a more active requirements from Council's to engage with the DIA on transition activities. It allows transition work to be undertaken in advance of the Water Service Bill which is expected to pass into legislation later this calendar year.

There are broad expectations around the support to be provided by Council. This is explicitly detailed in the Funding Agreement:

Permitted funding activities

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





Whilst it is prudent that Council takes up funding to support a transition process that will shortly be mandated, it should note that the funding may not be sufficient to cover DIA expectations. Council may need to supplement this funding to ensure the best outcome possible is achieved for residents.

There may also be implications on the delivery of business-as-usual activities, as key staff will need to be engaged to support transition work, including in particular, asset managers, finance and property staff. Whilst staff can be backfilled with consultants using this funding, local knowledge and experience cannot.

PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION

There are no immediate financial implications for Council. The Chief Financial Officer will hold this budget in a separate account which will be expended as either directed by the DIA or alternatively by the General Manager Infrastructure and Asset Management.

ĀPITIHINGA / ATTACHMENTS

1. **Attachment 1 - Far North District Council - Three Waters Council Transition Support Package Funding Agreement - A3826571** [↓](#) 
2. **Attachment 2 - PR McAnulty - 3 Waters Council Funding - A3828225** [↓](#) 
3. **Attachment 3 - Council Funding Support 43.928m Split by Council - A3828226** [↓](#) 
4. **Attachment 4 - FAQs for Councils - A3828227** [↓](#) 



FUNDING AGREEMENT

BETWEEN

DEPARTMENT OF INTERNAL AFFAIRS

AND

FAR NORTH DISTRICT COUNCIL

FOR

**THREE WATERS SERVICES REFORMS –
TRANSITION SUPPORT PACKAGE (TRANCHE 1)**

AGREEMENT

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

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**)

Far North District Council (**Recipient**)
- 2 **Background**

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

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 and LGNZ 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.

Under the Heads of Agreement, the Crown and LGNZ acknowledged that there are a range of other impacts for local authorities that may represent an adverse financial impact, which the support package outlined above does not take account of and are intended to be addressed (through a process to be agreed between the Crown (through DIA) and LGNZ) by alternative mechanisms. One such impact is the need for local authorities to incur or suffer additional costs (including the need to re-deploy personnel and seek to back fill roles) associated with facilitating the identification and transfer of assets, liabilities and revenue, including staff involvement in working with the establishment entities and transition unit, and legal, accounting, audit and specialist consultant costs.

One of the objectives of the Transition Support Package is to ensure that affected local authorities are able to participate in the reform programme without putting at risk their delivery of water services during the transition and establishment period.

The Crown (through DIA) has agreed to contribute to local authorities’ Eligible Costs, through the Transition Support Package. This package comprises:

 1. \$43.298m (in aggregate) available to councils to contribute towards direct Eligible Costs that councils will bear resulting from establishment and transition activities up to 30 June 2023, including funding councils’ information gathering and reporting requirements relating to the transfer of assets, liabilities, workforce and contracts to Water Service Entities and complying with any additional requirements or processes mandated by the Water Services Entities Bill (once enacted) and

supplementary legislation (**Tranche 1**); and

2. up to \$41.416m (in aggregate) available to councils to enable councils to contribute towards councils' participation in local establishment and transition teams, including covering the costs of seconded council staff and/or providing for staff backfill (**Tranche 2**).

This Agreement relates to the provision of Funding to the Recipient from Tranche 1. Tranche 2 funding will either be made available as a mutually agreed supplement to this Agreement or via a separate funding agreement.

The Recipient is a territorial authority with statutory responsibility for delivering Three Waters services within its own district or city.

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 Permitted Funding Activities.

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 **Condition Precedent** No Funding is payable under this Agreement until DIA has received this Agreement, duly executed by the Recipient, which must occur by 30 September 2022 (or such later date as DIA may agree).
- 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's prior written approval,
 (each a **Permitted Funding Activity**).
 The Recipient may at any time request DIA to approve other purposes or activities that relate to giving effect to the intent behind this Agreement (as expressed in Item 2 above) and DIA will act promptly and reasonably in considering such requests.
- 5 **End Date** The End Date is 30 June 2024, or such later date determined by DIA in its discretion.
- 6 **Funding** The total Funding available under this Agreement is up to NZ\$886,000 plus GST (if any). This is the Total Maximum Amount Payable.
 The first instalment of Funding under this Agreement is NZ\$221,500 plus GST (if any) subject to receipt of a duly completed Payment Request in accordance with clause 1 of Part 2.
 Subsequent instalments will be paid quarterly in three equal instalments, 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 quarterly reports specified in the Key Details, together with the other information required in this Agreement.
 - (c) No Termination Event, or event entitling DIA to suspend Funding under this Agreement, subsisting.

Payment Requests

The first Payment Request may be submitted upon the Commencement Date occurring. Each subsequent Payment Request may only be submitted at the same time as submission of a quarterly report in accordance with Item 7 (Reporting) of the Key Details, and no more than one such Payment Request

may be submitted in any Quarter, except to the extent agreed by DIA in its sole discretion.

7 Reporting

The Recipient will provide DIA via the DIA's Grant Management System portal with quarterly reports by the 15th Business Day following the end of Quarter, with effect from the Commencement Date, up to and including the Quarter ending on the End Date. Each quarterly 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 reasonably satisfactory to DIA.

Each quarterly report must include the following information:

- (a) a high level description of Permitted Funding Activities undertaken during the relevant Quarter and the associated Eligible Costs;
- (b) a summary of the amount actually expended (or committed) on account of Eligible Costs during the relevant Quarter; and
- (c) any other information relevant to this Agreement and/or DIA's involvement in connection with the Permitted Funding Activities that is notified by DIA in writing to the Recipient.

8 Representative

DIA's Representative:

Name: Heather Shotter

Email: threewaters@dia.govt.nz

Recipient's Representative:

Name: [name]

Email: [email]

9 Address for Notices

To DIA:

Three Waters Reform
Level 7, 45 Pipitea Street
Wellington 6011

Attention: Heather Shotter

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

To the Recipient:

[address]

Attention: [name]

Email: [email]

SIGNATURES

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

Name: Heather Shotter

Position: Executive Director, Three Waters National Transition Unit

Date:

SIGNED for and on behalf of **FAR NORTH DISTRICT COUNCIL** by the person(s) named below, being a person(s) duly authorised to enter into obligations on behalf of the Recipient:

Name:

Position:

Date:

END OF PART 1

PART 2: GENERAL TERMS

1 FUNDING

- 1.1 DIA must pay the Funding to the Recipient, subject to the terms of this Agreement. The Recipient must use the Funding solely on Eligible Costs. The Funding may be paid in advance of the Recipient actually incurring (or suffering) costs or expenses that comprise Eligible Costs and the Recipient shall be entitled to reimburse itself for any such costs that it has paid for out of its own funds. DIA may request the Recipient to provide it with reasonable details (e.g. invoices or other cost details) in support of costs that the Recipient has treated as Eligible Costs for the purposes of this Agreement provided that DIA only expects to make such requests if it has reason to believe that the Recipient may not be applying sufficient rigour or discipline to the classification or quantum of costs it is treating as Eligible Costs. Before making such a request, DIA must first raise any concerns it has with the Recipient and provide the Recipient a reasonable opportunity to provide details or an explanation before DIA requests a fuller accounting for how Funding has been applied.
- 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 6 in the Key Details.
- 1.3 Each Payment Request must specify the amount of Funding requested (in the case of Tranche 1 Funding, each Payment Request shall be for 25% of its full Tranche 1 Funding entitlement), be authorised by the Chief Executive or an authorised representative of the Recipient, be in the form of a valid GST invoice complying with the Goods and Services Tax Act 1985, and (other than for the first instalment) be accompanied by the report for the preceding Quarter
- 1.4 DIA is not required to pay any Funding in respect of a Payment Request:
- (a) if the Recipient has failed to respond (or respond adequately) to any information requests made by DIA under and in accordance with this Agreement (including under clause 1.1);
 - (b) if the conditions specified in Item 6 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 5.2.
- 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 is not a loan. It is only repayable in the specific circumstances set out in this Agreement.

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 when engaging in activities that give rise to Eligible Costs that will be paid for by Funding made available under this Agreement.

Permitted Funding Activities

- 2.2 The Recipient must ensure that the Permitted Funding Activities are carried out:
- (a) with reasonable diligence, care and skill; and
 - (b) consistent with any plan or parameters agreed to between the Recipient and DIA.
- 2.3 The Recipient must use reasonable endeavours to ensure that the Permitted Funding Activities are completed by the End Date. DIA acknowledges that the cost of back-fill staff will continue to the end of any applicable fixed term or contract period and it may not be practicable for the Recipient to align such periods with the End Date.
- 2.4 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.
- 2.5 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 that has not been appropriately managed. The Recipient must provide DIA with reasonable evidence of compliance with this clause 2.5 in response to any request by DIA from time to time provided that DIA only expects to make such a request if it has reason to believe that the Recipient is not complying with the standards referred to above.

Information Undertakings

- 2.6 The Recipient must provide DIA with the reports specified in the Key Details, in accordance with the timeframes and reporting requirements set out in the Key Details.
- 2.7 The Recipient must provide DIA with any other information about the Permitted Funding Activities requested by DIA within the timeframe set out in the request provided that, before making such a request, DIA must have due regard to (on the one hand) the nature of the activity and the likely quantum of the cost involved and (on the other hand) the administrative burden for the Recipient in responding to the request such that the former justifies the latter.
- 2.8 The Recipient must promptly notify DIA if:
- (a) the Recipient (or any of its personnel or contractors) becomes aware of, or subject to, a Conflict of Interest that is not subject to appropriate management; or
 - (b) the Recipient becomes aware of any matter that could reasonably be expected to 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 matter.

Funding, records and auditors

- 2.9 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.
- 2.10 The Recipient must keep full and accurate records (including accounting records) of the Eligible Costs and retain them for at least 7 years after the last payment of Funding under this Agreement. The Recipient must permit DIA (or any auditor nominated by DIA) to inspect all records relating to the Eligible Costs and must allow DIA 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.

3 TERM AND TERMINATION

- 3.1 This Agreement will be effective on and from the Commencement Date, which will be the date this Agreement has been signed by both parties.
- 3.2 This Agreement will remain in force until the End Date, unless terminated in accordance with this Agreement. If an Eligible Cost relates to a period after the End Date then this Agreement (including the Recipient's reporting obligations under Item 7 (Reporting) of the Key Details) shall continue until such time as the Permitted Funding Activity or associated arrangement giving rise to that Eligible Cost has been completed.
- 3.3 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 3.4, 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 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;
 - (v) the Recipient (or any of its personnel or contractors) is subject to a Conflict of Interest which cannot be managed to DIA's reasonable satisfaction; or
 - (vi) any change in law, regulations or other circumstances materially affects DIA's ability to perform its obligations under this Agreement.
- 3.4 However, where DIA considers that a Termination Event set out in clause 3.3(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.
- 3.5 On expiry or termination of this Agreement, where the total Funding paid under this Agreement exceeds the aggregate amount incurred (or committed to) by the Recipient on account of Eligible Costs, the Recipient must upon request refund to DIA the excess amount.
- 3.6 At any time DIA may recover the amount of any Funding that has been spent or used other than to pay (including by reimbursement) Eligible Costs, 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.
- 3.7 Clauses 1.2, 1.4, 1.5, 2.1, 2.6, 2.9, 2.10, , 3, 4, 5, 6, 7, 8, 9 and 10 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.

4 WARRANTIES AND UNDERTAKINGS

- 4.1 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 would, if disclosed, be likely to materially adversely affect the decision of DIA whether to provide the Funding.
- 4.2 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.
- 4.3 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.
- 4.4 The Recipient acknowledges that DIA has entered into this Agreement in reliance on these warranties and undertakings.
- 4.5 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.

5 **LIABILITY**

- 5.1 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.
- 5.2 The Recipient shall remain responsible for meeting the cost of any Permitted Funding Activities the total cost of which exceeds the Funding contribution made available under this Agreement, and DIA and the New Zealand Government have no obligations or responsibility whatsoever in respect of such costs and accept no financial risk on account of the Permitted Funding Activities provided that this shall in no way reduce or limit the Recipient's entitlement to funding to be made available under the "no worse off" package referred to in Item 2 of the Key Details.
- 5.3 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 **CONFIDENTIALITY**

- 6.1 Subject to clause 6.2 and 6.3, each party must keep the other party's Confidential Information in confidence, and must use or disclose that Confidential Information only to the extent necessary to perform its obligations, and/or take the intended benefit of its rights, under this Agreement. However, this will not prohibit:
 - (a) either party from using or disclosing any information with the written prior consent of the other party;
 - (b) use or disclosure of information that has become generally known to the public other than through a breach of this Agreement;
 - (c) either party from disclosing information to its personnel, contractors or advisors with a need to know, so long as the relevant personnel, contractors and advisors

use the information solely to enable that party to perform its obligations and/or take the intended benefit of its rights under this Agreement, and so long as they are informed of the confidential nature of the information and, in the case of the Recipient, the Recipient receives an acknowledgement from its personnel, contractors or advisors that they acknowledge, and must comply with, the confidentiality obligations in this Agreement as if they were party to it;

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

6.2 The Recipient acknowledges and agrees that nothing in this Agreement restricts DIA's ability to:

- (a) discuss, and provide all information in respect of, any matters concerning the Recipient, the Permitted Funding Activities or this Agreement with any Minister of the Crown, 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 name, 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.

6.3 The Recipient acknowledges that:

- (a) the contents of this Agreement; and
- (b) information provided to DIA (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.

6.4 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 6 are subject to its compliance with that Act.

7 MEDIA AND COMMUNICATIONS

7.1 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.

- 7.2 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.
- 7.3 The Recipient will acknowledge the New Zealand Government as a source of funding that contributes towards the Recipient meeting the cost of the Permitted Funding Activities.
- 7.4 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.
- 7.5 All correspondence with DIA under this clause 7 must be directed to DIA's Representative and copied to threewaters@dia.govt.nz.

8 DISPUTES

- 8.1 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 party specifying the nature of the Dispute and requesting discussions under this clause 8 (**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.
- 8.2 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**).
- 8.3 Within 20 Business Days after the receipt of a request under clause 8.2, 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.
- 8.4 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 8.2, or if they fail to reach a common decision within the stated time period, either party may by notice in writing to the other party refer the Dispute to be referred to mediation before a single mediator appointed by the parties. Each party will bear its own costs of mediation and the costs of the mediator will be divided evenly between the parties.
- 8.5 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.
- 8.6 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.
- 8.7 Nothing in this clause 8 will prevent either party from seeking urgent interim relief from a court (or other tribunal) of competent jurisdiction.

9 **REPRESENTATIVES**

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

10 **GENERAL**

- 10.1 Each notice or other communication given under this Agreement (each a **notice**) must be in writing and delivered personally or sent by post or email to the address of the relevant party set out in the Key Details or to any other address from time to time designated for that purpose by at least 10 Business Days' prior written notice to the other party. A notice under this Agreement is deemed to be received if:
- (a) **Delivery:** delivered personally, when delivered;
 - (b) **Post:** posted, 5 Business Days after posting or, in the case of international post, 7 Business Days after posting; and
 - (c) **Email:** sent by email:
 - (i) If sent between the hours of 9am and 5pm (local time) on a Business Day, at the time of transmission; or
 - (ii) If subclause (i) does not apply, at 9am (local time) on the Business Day most immediately after the time of sending,provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.
- 10.2 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.
- 10.3 No legal partnership, employer-employee, principal-agent or joint venture relationship is created or evidenced by this Agreement.
- 10.4 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.
- 10.5 No amendment to this Agreement will be effective unless agreed in writing by both parties.
- 10.6 The Recipient may not assign or transfer any of its contractual rights or obligations under this Agreement, except with DIA's prior written approval.
- 10.7 DIA may assign or transfer any of its contractual rights or obligations under this Agreement without the Recipient's prior approval. DIA may at any time disclose to a proposed assignee or transferee any information which relates to, or was provided in connection with, the Recipient, the Permitted Funding Activities or this Agreement.
- 10.8 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.

- 10.9 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.
- 10.10 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.
- 10.11 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.
- 10.12 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.
- 10.13 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:

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 3.1 of Part 2.

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 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.

Eligible Costs means the actual costs that have been (including before the Commencement Date) or will be reasonably incurred by the Recipient to undertake a Permitted Funding Activity in accordance with this Agreement, including overhead and management time that is 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.

Key Details means Part 1 of this Agreement.

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.

Termination Event means any one or more of the events or circumstances set out in clause 3.3.

Water Services Entity means:

- (a) the new water services entities to be established by legislation giving effect to the Three Waters Reform Programme; and
- (b) 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**Permitted funding activities**

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

Hon Kieran McNulty

Associate Minister of Local Government



19 July 2022

PĀNUI PĀPĀHO
MEDIA STATEMENT

Government announces Three Waters transition funding

The Government is providing a further \$44 million to support councils transition to the Three Waters system, Associate Minister of Local Government Kieran McNulty announced today.

“Since becoming Associate Minister of Local Government I’ve begun the process of meeting all rural and provincial councils and have heard consistently that councils are facing significant demand on their time and resources,” Kieran McNulty said.

“Through this funding each council, regardless of their size, will receive \$350,000 over 12 months with further funding allocated based on the ‘Better Off’ funding method. This is the first of three funding instalments, with details of later instalments still to come.

“We recognise the challenges currently facing councils, especially rural and provincial councils who often have lower rating bases and limited resources. This funding will allow local authorities to draw in expertise to support councils through the Three Waters transition period.

“Councils are closely connected to their communities so it’s crucial they’re supported to contribute to ensure the Three Water system is positioned to meet the needs of New Zealanders.

“This transition funding is in addition to the wider Government support for the Three Waters Reform package, which includes \$500 million in Better Off funding to support councils to deliver wellbeing initiatives in their communities such as parks, gardens, and swimming pools.

“Throughout my visits I’ve heard a range of opinions on Three Waters, but despite where councils stand they understand the need to reform the current system as it is no longer fit for purpose. This transition funding will support Government and local councils to work together to ensure New Zealand’s three waters system meets the needs of our communities.

“Over the past two weeks I’ve met with 21 rural and provincial councils and the concern of resourcing has come through consistently, so I’m glad to support councils with funding certainty.

“I still have 34 councils to meet with and I’ll be looking for their insight as to the best way we can support councils as a Government, and how to target future transition funding support,” Kieran McNulty said.

ENDS

Media contact: Elizabeth Mitchell 021 847 930

Council Transition Support Funding (Tranche 1) split by council

Council Transition Support Funding (\$m)		Council Transition Support Funding (\$m)	
Water Service Entity Summary		Entity C	
Entity A (4 councils)	6.655	Carterton District Council	0.350
Entity B (22 councils)	12.883	Central Hawke's Bay District Council	0.350
Entity C (22 councils)	12.705	Chatham Islands Council	0.350
Entity D (20 councils)	11.685	Gisborne District Council	0.732
TOTAL	43.928	Greater Wellington	0.523
		Hastings District Council	0.879
Entity A		Horowhenua District Council	0.515
Auckland	4.393	Kapiti Coast District Council	0.541
Far North District Council	0.886	Lower Hutt	0.844
Kaipara District Council	0.422	Manawatu District Council	0.395
Whangarei District Council	0.954	Marlborough District Council	0.590
Entity A total	6.655	Masterton District Council	0.407
		Napier City Council	0.659
Entity B		Nelson City Council	0.534
Hamilton City Council	1.459	Palmerston North City Council	0.825
Hauraki District Council	0.397	Porirua	0.556
Kawerau District Council	0.450	South Wairarapa	0.350
Matamata-Piako District Council	0.450	Tararua District Council	0.399
New Plymouth District Council	0.799	Tasman District Council	0.579
Opotiki District Council	0.485	Upper Hutt	0.409
Otorohanga District Council	0.350	Wairoa District Council	0.483
Rangitikei District Council	0.353	Wellington	1.436
Rotorua Lakes Council	0.814	Entity C total	12.705
Ruapehu District Council	0.430		
South Taranaki District Council	0.472	Entity D	
South Waikato District Council	0.481	Ashburton District Council	0.437
Stratford District Council	0.350	Buller District Council	0.369
Taupo District Council	0.509	Central Otago District Council	0.350
Tauranga City Council	1.210	Christchurch City Council	3.018
Thames-Coromandel District	0.423	Clutha District Council	0.350
Waikato District Council	0.797	Dunedin City Council	1.155
Waipa District Council	0.539	Gore District Council	0.350
Waitomo District Council	0.374	Grey District Council	0.350
Western Bay of Plenty District	0.549	Hurunui District Council	0.350
Whakatane District Council	0.580	Invercargill City Council	0.592
Whanganui District Council	0.612	Kaikoura District Council	0.350
Entity B total	12.883	Mackenzie District Council	0.350
		Queenstown Lakes District Council	0.421
		Selwyn District Council	0.574
		Southland District Council	0.496
		Timaru District Council	0.513
		Waimakariri District Council	0.569
		Waimate District Council	0.350
		Waitaki District Council	0.390
		Westland District Council	0.350
		Entity D total	11.685

FAQs for councils

1. *When will councils receive their share of the \$44m council transition support funding?*

The Department of Internal Affairs (the Department) will send funding agreements to councils shortly. Councils will receive funding in four equal quarterly payments, in advance over 12 months.

2. *What do councils need to do to get their share of the \$44m council transition support funding?*

Payments will be administered through the Department's Grants Management System. Details on this process will be provided by the Department to councils separately.

The first instalment will be paid to councils once the funding agreement is signed and provided to the Department with an accompanying payment request submitted into the Department's Grants Management System.

Subsequent payments will be made upon submission of quarterly payment requests with an accompanying high-level description of activities undertaken and spend incurred in the previous quarter.

3. *What accountability is in place to ensure councils are spending their share of the \$44m council transition support funding on three waters transition activity and not on other council priorities?*

The funding agreement specifies that expenditure must be related to three waters transition activity. This includes responding to requests from the National Transition Unit and the supply of information and resource to support councils' preparation for transition.

Under the agreement, any funding not expended on eligible transition related activity by the transition date (30 June 2024) will be repayable by councils to the Department.

4. *What about councils that are publicly/actively opposed to three waters reform – will they still receive their share of this funding?*

All councils will receive this funding as long as they complete the funding agreement. Nothing in the funding agreement prevents them from publicly offering their views on reform.

5. *How much is the second tranche of transition funding and why can't this be made available now?*

The focus has been on getting immediate funding support out to councils as fast as possible to reflect the costs they're incurring now in supporting the three waters transition process. The second tranche of transition funding will be to support councils' participation in Local Transition Teams that will undertake the detailed planning required for day one of operation of the four new WSEs. More detail will be provided on this in due course, and feedback will be sought from the sector on how best to target the further transition funding to drive transition outcomes.

6. *What is the funding allocation, by council?*

Councils will receive their share of the \$44m council transition support funding based on the 'better off funding' allocation methodology, amended to ensure that each council receives a minimum of \$350,000 over twelve months to reflect the proportionately relatively higher fixed costs smaller councils.

5.3 INFRASTRUCTURE COMMITTEE ACTION SHEET UPDATE SEPTEMBER 2022**File Number:** A3859593**Author:** Rhonda-May Whiu, Democracy Advisor**Authoriser:** Aisha Huriwai, Team Leader Democracy Services**TAKE PŪRONGO / PURPOSE OF THE REPORT**

To provide the Infrastructure Committee with an overview of outstanding decisions from 1 January 2020.

WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- Council staff have reintroduced action sheets as a mechanism to communicate progress against decisions/resolutions and confirm when decisions have been implemented.
- The focus of this paper is on decisions made by the Infrastructure Committee.
- Action sheets are also in place for Council and Community Boards.

TŪTOHUNGA / RECOMMENDATION

That the Infrastructure Committee receive the report Action Sheet Update September 2022.

1) TĀHUHU KŌRERO / BACKGROUND

The Democracy Services Team have been working on a solution to ensure that elected members can receive regular updates on progress against decisions made at meetings, in alignment with a Chief Executive Officer key performance indicator.

Action sheets have been designed as a way to close the loop and communicate with elected members on the decisions made by way of resolution at formal meetings.

Action sheets are not intended to be public information but will provide updates to elected members, who, when appropriate can report back to their communities and constituents.

2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

The outstanding tasks are multi-facet projects that take longer to fully complete.

The Democracy Services staff are working with staff to ensure that the project completion times are updated so that action sheets provided to members differentiate between work outstanding and work in progress.

Take Tūtohunga / Reason for the recommendation

To provide the Infrastructure Committee with an overview of outstanding committee decisions from 1 January 2020.

3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION

There are no financial implications or need for budgetary provision in receiving this report.

ĀPITI HANGA / ATTACHMENTS

1. Infrastructure Committee Action Sheet September 2022 - A3864731  

OUTSTANDING ACTIONS REPORT			
Division: Committee: Infrastructure Committee Officer:		Printed: Tuesday, 23 August 2022 10:16:50 AM Date From: Date To: Tuesday, 23 August 2022	
Meeting	Title	Resolution	Notes
Infrastructure Committee 9/02/2022	Total Mobility Scheme	RESOLUTION 2022/3 Moved: Cr Kelly Stratford Seconded: Cr Rachel Smith That the Infrastructure Committee approves the assignment of Total Mobility Scheme local share operational funding of \$31,000 to the Northland Regional Council. <u>In Favour:</u> Crs Felicity Foy, Dave Collard, Rachel Smith, Kelly Stratford, John Vujcich and Member Adele Gardner <u>Against:</u> Nil CARRIED NOTES: Chair Foy requests that a timeline, cost options and next steps for the rest of the district be included; as well as criteria for how towns are chosen.	Intermediate feedback received from NRC and directed to Calvin at NTA. Assume inserted into IAMS monthly report., • The Far North Total Mobility Scheme went live Friday 1st July 2022, • The service will be starting out in the Kerikeri area., • The approved Transport Operator – Driving Miss Daisy (DMD), based in Kerikeri, has had the equipment installed to take the Total Mobility electronic swipe cards that are linked to the system "Ridewise", • All Health and Safety requirements have been met/signed off by a consultant employed by the Northland Regional Council., • All of the DMD drivers have been trained in the Waka Kotahi NZ Transport Agency unit standards 01748 and 15165 to allow them to carry Total Mobility clients., • Northland Transportation Alliance staff have undertaken 88 eligibility assessments and have entered all 88 into the database., • Of the 88 clients signed up, 53 received their Total Mobility cards on the day with the remaining 35 expected to receive theirs during the week of 4-8 July 2022 July. The signing up of Total Mobility clients to this scheme will be an ongoing process., • We will increase the maximum fare from \$15 to \$25 (or \$30) possibly November/ December, this will encourage more people to sign up to the scheme due to the cost of the current fares to get around Kerikeri (so a better discount) this will also depend on budget restraints, and will be closely monitored.
Infrastructure Committee 5/05/2021	Economic and Practicability Assessment for Disposal of Treated Wastewater to Land from Kaikohe and Kaitiāia Wastewater Treatment Plants	RESOLUTION 2021/14 That the Infrastructure Committee: a) agree the option of disposing treated wastewater to land from the Kaitiāia and Kaikohe Wastewater Treatment plants is further investigated, specifically: i) engagement with affected landowners and mana whenua to determine the selection of a preferred site to be taken forward for preliminary design. ii) complete a preliminary design that includes site specific technical, design, and cost investigation of land disposal in which mana whenua are to be included.	Kaitiāia Discharge to Land - Desktop study complete and now undertaking initial landowner engagement to determine a preferred site., Kaikohe Discharge to Land – working group terms of reference has now been signed and investigations into wastewater discharge to land options can now commence as part of the working group.

OUTSTANDING ACTIONS REPORT			
Division: Committee: Officer:		Infrastructure Committee	
		Printed: Tuesday, 23 August 2022 10:16:50 AM Date From: Date To: Tuesday, 23 August 2022	
Meeting	Title	Resolution	Notes
		<p>b) request that the preliminary designs are to be completed prior to December 2023, to enable the Long Term Plan engagement process and request staff report back to the Infrastructure Committee to present the findings of the preliminary design reports.</p> <p>c) request staff seek replacement resource consents for discharge of treated wastewater to water from the Kāitaia and Kaikohe Wastewater Treatment Plants and that during the term of the consent, staff progress investigation of disposal to land options for both the Kāitaia and Kaikohe Waste Water schemes.</p> <p>d) request a treated wastewater disposal to land workshop be scheduled for late 2021 with the Infrastructure Committee, which will cover methodologies and processes associated with establishing a disposal to land scheme.</p> <p>That the Infrastructure Committee recommend to Council that expenditure of up to \$330,000 to cover both the Kāitaia and the Kaikohe sites, is allocated in the Long Term Plan deliberations, to complete a preliminary design for each Wastewater Treatment Plant, and sufficient staffing resources are assigned to enable ongoing engagement with mana whenua and other stakeholders.</p> <p style="text-align: right;">CARRIED</p> <p><u>Abstained:</u> Crs Ann Court and Rachel Smith</p>	
Infrastructure Committee 4/05/2022	Boat Ramp Study Delivery Plan	<p>RESOLUTION 2022/17</p> <p>Moved: Deputy Mayor Ann Court Seconded: Cr Kelly Stratford</p> <p>That the Infrastructure Committee:</p>	Finance has been asked to prepare a report on the economic benefits of the boat ramps etc to be presented to the full Council to provide additional information to support decision making on the Strategic land financial provision. It will be part of the process for the 2023/24 Annual Plan and involve input from finance, Blair H and possibly Darren James. New target date 30 June 2023

OUTSTANDING ACTIONS REPORT			
Division: Committee: Officer:		Infrastructure Committee	
		Printed: Tuesday, 23 August 2022 10:16:50 AM Date From: Date To: Tuesday, 23 August 2022	
Meeting	Title	Resolution	Notes
		b) approves \$ 25,000 of operational expenditure for 2023/2024 for an engineering feasibility study at Russell car park and for supporting the scoping and costing of Floating Jetties c) approves \$ 34,650 capital expenditure for 2023/2024 for FNDC local share for a future TIF funding application for boat ramp safety guides d) recommends that Council consider the matter of \$5m annually, to be approved for strategic property purchases related to maritime infrastructure to be included in the capital programme commencing 2023/2024, and that an options paper on funding be prepared and an economic impact statement. <u>Abstained:</u> Cr Rachel Smith <div>CARRIED</div>	

6 TE WĀHANGA TŪMATAITI / PUBLIC EXCLUDED**RESOLUTION TO EXCLUDE THE PUBLIC****RECOMMENDATION**

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

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

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48 for the passing of this resolution
6.1 - Confirmation of Previous Minutes - Public Excluded	s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
6.2 - Te Hiku Netball Court Renewal Contract Award	s7(2)(b)(ii) - the withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7

7 KARAKIA WHAKAMUTUNGA – CLOSING PRAYER

8 TE KAPINGA HUI / MEETING CLOSE