

**Notice of Meeting:**

I hereby give notice that an ordinary Meeting of the Council will be held on:

**Date:** Thursday 15 December 2022  
**Time:** 9.30am  
**Meeting Room:** Council Chamber and Audio Visual Link  
**Venue:** Municipal Building, Garden Place, Hamilton

Lance Vervoort  
Chief Executive

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## **Council *Kaunihera* OPEN AGENDA**

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**Membership**

**Chairperson** Mayor Paula Southgate  
*Heamana*

**Deputy Chairperson** Deputy Mayor Angela O'Leary  
*Heamana Tuarua*

<b>Members</b>	Cr Ryan Hamilton	Cr Geoff Taylor
	Cr Maxine van Oosten	Cr Sarah Thomson
	Cr Moko Tauariki	Cr Emma Pike
	Cr Ewan Wilson	Cr Melaina Huaki
	Cr Mark Donovan	Cr Anna Casey-Cox
	Cr Louise Hutt	Cr Kesh Naidoo-Rauf
	Cr Andrew Bydder	

**Quorum:** A majority of members (including vacancies)

**Meeting Frequency:** Monthly – or as required

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Amy Viggers  
*Mana Whakahaere*  
Governance Lead

**7 December 2022**

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## Purpose

The Council is responsible for:

1. Providing leadership to, and advocacy on behalf of, the people of Hamilton.
2. Ensuring that all functions and powers required of a local authority under legislation, and all decisions required by legislation to be made by local authority resolution, are carried out effectively and efficiently, either by the Council or through delegation.

## Terms of Reference

1. To exercise those powers and responsibilities which cannot legally be delegated by Council<sup>1</sup>:
  - a) The power to make a rate.
  - b) The power to make a bylaw.
  - c) The power to borrow money, or purchase or dispose of assets, other than in accordance with the Long Term Plan.
  - d) The power to adopt a Long Term Plan or Annual Plan, or Annual Report.
  - e) The power to appoint a Chief Executive.
  - f) The power to adopt policies required to be adopted and consulted on under the Local Government Act 2002 in association with the Long Term Plan or developed for the purpose of the Council's Governance Statement.
  - g) The power to adopt a remuneration and employment policy.
  - h) The power to approve or change the District Plan, or any part of that Plan, in accordance with the Resource Management Act 1991.
  - i) The power to approve or amend the Council's Standing Orders.
  - j) The power to approve or amend the Code of Conduct for Elected Members.
  - k) The power to appoint and discharge members of committees.
  - l) The power to establish a joint committee with another local authority or other public body.
  - m) The power to make the final decision on a recommendation from the Parliamentary Ombudsman, where it is proposed that Council does not accept the recommendation.
  - n) The power to amend or replace the delegations in Council's *Delegations to Positions Policy*.
2. To exercise the following powers and responsibilities of Council, which the Council chooses to retain:
  - a) Resolutions required to be made by a local authority under the Local Electoral Act 2001, including the appointment of an electoral officer and reviewing representation arrangements.
  - b) Approval of any changes to Council's vision, and oversight of that vision by providing direction on strategic priorities and receiving regular reports on its overall achievement.
  - c) Approval of any changes to city boundaries under the Resource Management Act 1991.
  - d) Adoption of governance level strategies plans and policies which advance Council's vision and strategic goals.

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<sup>1</sup> [Clause 32, Schedule 7, Local Government Act 2002](#)

- e) Approval of the Triennial Agreement.
- f) Approval of the local governance statement required under the Local Government Act 2002.
- g) Approval of a proposal to the Remuneration Authority for the remuneration of Elected Members.
- h) Approval of any changes to the nature and delegations of the Committees.
- i) Approval or otherwise of any proposal to establish, wind-up or dispose of any holding in, a CCO, CCTO or CO.
- j) Approval of city boundary changes, including in respect of Strategic Boundary Land Use Agreements.
- k) Approval of Activity Management Plans.
- l) Sister City relationships.

**Oversight of Strategies, Plans and Reports:**

- Long Term Plan
- Annual Plan
- Annual Report
- Shaping Hamilton Kirikiriroa Together
- Our Climate Future
- He Pou Manawa Ora

**Oversight of Policies and Bylaws:**

- *Corporate Hospitality and Entertainment Policy*
- *Delegations to officers specific to the Resource Management Act 1991*
- *Delegations to Positions Policy*
- *Elected Members Support Policy*
- *Significance and Engagement Policy*
- *Climate Change Policy*
- *Any Community Engagement Policies*

<b>ITEM</b>	<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
<b>1</b>	<b>Apologies – <i>Tono aroha</i></b>	<b>5</b>
<b>2</b>	<b>Confirmation of Agenda – <i>Whakatau raarangi take</i> Declarations of Interest</b>	<b>5</b>
<b>3</b>	<b>– <i>Tauaakii whaipanga</i></b>	<b>5</b>
<b>4</b>	<b>Public Forum – <i>Aatea koorero</i></b>	<b>5</b>
<b>5</b>	<b>Confirmation of the Council Open Minutes - 17 November 2022 Chair's</b>	<b>6</b>
<b>6</b>	<b>Report (Verbal Report)</b>	<b>12</b>
<b>7</b>	<b>Recommendations from the Strategic Risk and Assurance Committee</b>	<b>13</b>
<b>8</b>	<b>Report from the Strategic Risk and Assurance Committee - Safety and Wellness</b>	<b>14</b>
<b>9</b>	<b>Application for Temporary Extension to Hamilton Alcohol Control Bylaw 2015 (HSBC NZ Sevens)</b>	<b>29</b>
<b>10</b>	<b>Three Waters Reform Update</b>	<b>35</b>
<b>11</b>	<b>Three Waters Reform - Better Off Package Funding Process</b>	<b>41</b>
<b>12</b>	<b>Hamilton City Council's Submissions to the Natural and Built Environment Bill and the Spatial Planning Bill</b>	<b>108</b>
<b>13</b>	<b>Consideration of a Targeted Rate for Climate Change Programme</b>	<b>114</b>
<b>14</b>	<b>Hamilton Trade Waste and Wastewater Bylaw Review - Statement of Proposal</b>	<b>123</b>
<b>15</b>	<b>Proposed 2023 Schedule of Meetings</b>	<b>176</b>
<b>16</b>	<b>Resolution to Exclude the Public</b>	<b>180</b>



**1 Apologies – *Tono aroha***

**2 Confirmation of Agenda – *Whakatau raarangi take***

The Council to confirm the agenda.

**3 Declaration of Interest – *Tauaakii whaipanga***

Members are reminded of the need to be vigilant to stand aside from decision making when a conflict arises between their role as an elected representative and any private or other external interest they might have.

**4 Public Forum – *Aatea koorero***

As per Hamilton City Council's Standing Orders, a period of up to 30 minutes has been set aside for a public forum. Each speaker during the public forum section of this meeting may speak for five minutes or longer at the discretion of the Mayor.

Please note that the public forum is to be confined to those items falling within the terms of the reference of this meeting.

Speakers will be put on a Public Forum speaking list on a first come first served basis in the Council Chamber prior to the start of the Meeting. A member of the Governance Team will be available to co-ordinate this. As many speakers as possible will be heard within the allocated time.

If you have any questions regarding Public Forum please contact Governance by telephoning 07 838 6727.

# Council Report

**Committee:** Council

**Date:** 15 December 2022

**Author:** Carmen Fookes

**Authoriser:** Michelle Hawthorne

**Position:** Senior Governance Advisor

**Position:** Governance and Assurance Manager

**Report Name:** Confirmation of the Council Open Minutes - 17 November 2022

<b>Report Status</b>	<i>Open</i>
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## Staff Recommendation - *Tuutohu-aa-kaimahi*

That the Council confirm the Open Minutes of the Council Meeting held on 17 November 2022 as a true and correct record.

## Attachments - *Ngaa taapirihanga*

Attachment 1 - Council Unconfirmed Open Minutes - 17 November 2022

## **Council Kaunihera OPEN MINUTES**

Minutes of a meeting of the Council held in Council Chamber, Municipal Building, Garden Place, Hamilton and via Audio Visual link on Thursday 17 November 2022 at 9.32am.

### **PRESENT**

<b>Chairperson</b>	Mayor P Southgate
<b>Heamana</b>	
<b>Deputy Chairperson</b>	Deputy Mayor A O'Leary
<b>Heamana Tuarua</b>	
<b>Members</b>	Cr R Hamilton Cr G Taylor Cr A Casey-Cox Cr M van Oosten Cr M Donovan Cr A Bydder Cr E Wilson Cr S Thomson Cr E Pike Cr L Hutt Cr M Tauariki Cr M Huaki

<b>In Attendance</b>	Lance Vervoort – Chief Executive Sean Murray – General Manager Venues, Tourism and Major Events Blair Bowcott – General Manager Growth Sean Hickey – General Manager Strategy and Communication Murray Heke – General Manager Customer, Technology Transformation David Bryant – General Manager People and Organisational Performance Louise Lurkin – Director of the CE's Office James Clarke – Director of the Mayor's Office Michelle Hawthorne – Governance and Assurance Manager Stafford Hodgson – Project Manager
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<b>Governance Team</b>	Amy Viggers – Governance Lead Narelle Waite and Tyler Gaukrodger – Governance Advisors
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### ***SWEARING IN CEREMONY***

*A karakia was given by Hamilton City Council Kaumatua Tame Pokaia.*

*Cr Geoff Taylor read and signed the Statutory Declaration required by the Local Government Act 2002, which were witnessed by Mayor Paula Southgate.*

Council 17 NOVEMBER 2022 - OPEN

1. **Apologies - *Tono aroha***  
**Resolved:** (Cr Southgate/Deputy Mayor O'Leary)  
 That the apologies for lateness from Cr Naidoo-Rauf are accepted.
  
2. **Confirmation of Agenda - *Whakatau raarangi take***  
**Resolved:** (Cr Southgate/Deputy Mayor O'Leary)  
 That the agenda is confirmed noting that the late Item C1 (Strategic Land Purchase – Hamilton Zoo) is accepted. The Item was circulated as a late item due to information being received following the release of the agenda.
  
3. **Declarations of Interest - *Tauaakii whaipanga***  
 Cr Donovan noted he had an interest concerning Item C1 (Strategic Land Purchase – Hamilton Zoo) but that he was not conflicted. He would take part in the discussion and vote on the matter.
  
4. **Public Forum - *AAtea koorero***  
**Liam Carter** spoke to Item 7 (Governance Structure Terms of Reference and Delegations for Council and Committees of Council 2022-25 Triennium) noting his advocacy for cycle ways in the city, suggestion of public appointments to meetings in Council's governance structure, and Council's external communications.  
  
**Hannah Huggan** spoke to Item 7 (Governance Structure Terms of Reference and Delegations for Council and Committees of Council 2022-25 Triennium) noting the importance of local government and public participation, Climate Change's capacity to impact the 4 wellbeings and Council's responsibility to enact change.
  
5. **Confirmation of the Council Open Minutes – 20 October 2022**  
**Resolved:** (Mayor Southgate/Deputy Mayor Taylor)  
 That the Council confirm the Open Minutes of the Council Meeting held on 20 October 2022 as a true and correct record.
  
6. **Chair's Report**  
  
 Mayor Southgate took the report as read.  
**Resolved:** (Mayor Southgate/Cr Wilson)  
 That the Council receives the report.
  
7. **Governance Structure Terms of Reference and Delegations for Council and Committees of Council 2022-25 Triennium**  
  
 Mayor Southgate introduced the report noting the intention of the Working Groups, the review window for the Terms of Reference, minor changes to the Terms of Reference since the agenda was published (**Appendix 1**), and the relevance of the Climate Strategy's across Council and Committees. Staff responded to questions from Members concerning the consideration of Te Tiriti o Waitangi and core Council strategy in report writing, and the Standing Orders review.  
**Resolved:** (Mayor Southgate/Deputy Mayor O'Leary)  
 That the Council:
  - a) receives the report;
  - b) approves the proposed Governance Structure Terms of Reference and Delegations for Council, Committees of Council, and Appointments for the 2022-25 Triennium (**Attachment 1** of the staff report), noting amendments made to the Terms of Reference in the meeting (**Appendix 1** of these minutes);

COUNCIL 17 NOVEMBER 2022 - OPEN

Page 2 of 5

- c) notes that the Delegations to Positions Policy (*Council's delegations to the Chief Executive and other specified senior staff*) will be reviewed and updated to reflect the 2022-25 Governance Structure and will be presented to a future Council meeting for consideration;
- d) notes that some minor changes, such as references and name changes will be made by staff to relevant Council policies to reflect the 2022-25 Governance Structure. Any significant or material changes required to policies will be reported back to Council in the new year; and
- e) notes that some Appointments in the 2022-25 Governance Structure may change in the coming months to align with the arrangements and terms of reference still to be confirmed/discussed with joint organisations.

#### 8. Elected Member Remuneration and Elected Member Support Policy

The Governance and Assurance Manager took the report as read.

**Resolved:** (Cr Wilson/Cr van Oosten)

That the Council:

- a) receives the report;
- b) approves the remuneration allocation set out in **Attachment 2** of the staff report be submitted to the Remuneration Authority for determination; and
- c) approves the adoption of the Elected Member Support Policy as per **Attachment 3** of the staff report.

#### 9. Hamilton Urban Growth Strategy (HUGS) verbal submissions

The Project Manager introduced the report noting the submissions process undertaken during the election period and next steps. He responded to questions from Members concerning the effect of the submission timeframe on response rates.

**Resolved:** (Cr Donovan/Cr Wilson)

That the Council:

- a) receives the report;
- b) notes that verbal submissions on the draft Hamilton Urban Growth Strategy (HUGS) will be heard at the meeting of the Regulatory and Hearings Committee on Monday, 5 December 2022; and
- c) notes that following the verbal submissions hearings, the HUGS deliberation report will be presented to the next appropriate meeting of the Strategic Growth and District Plan Committee, which will make the final recommendation to Council.

#### 10. Resolution to Exclude the Public

**Resolved:** (Cr Wilson/Cr van Oosten)

##### Section 48, Local Government Official Information and Meetings Act 1987

The following motion is submitted for consideration:

That the public be excluded from the following parts of the proceedings of this meeting, namely consideration of the public excluded agenda.

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

Council 17 NOVEMBER 2022 - OPEN

follows.

General subject of each matter to be considered	Reasons for passing this resolution in relation to each matter	Ground(s) under section 48(1) for the passing of this resolution
C1. Strategic Land Purchase – Hamilton Zoo	) Good reason to withhold ) information exists under ) Section 7 Local Government ) Official Information and ) Meetings Act 1987 )	Section 48(1)(a)

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

Item C1.	to enable Council to carry out commercial activities without disadvantage	Section 7 (2) (h) Section 7 (2) (i)
	to enable Council to carry out negotiations	

**The meeting went into a Public Excluded session at 10.14am.**

**The meeting was declared closed at 10.53am.**

**Appendix 1:**

<b>Changes to the Proposed Governance Structure and Terms of Reference 2022-2025</b>	<b>Page</b>
<b>Common delegation</b> Working Groups review period is updated from 9 months to 6 months.	10
<b>Community and Natural Environment Committee</b> Currently clause 14 (page 24) is in conflict with the City Investment Programme. It reads as: 14. To determine the priority of Council projects suitable for contestable and philanthropic funding, excluding NZTA funding.  To be updated to be: <b>14. To receive reports on the progress and performance of the City Investment Programme including the status of external funding applications at least six monthly.</b>  Clause 15 (page 24) currently is: 15. To coordinate and make decisions on proposals, applications for external funding, and the distribution of Council funding and funding provided to Council for public art, recreational and community facilities, and amenity.  To be updated to be: <b>15. To coordinate and make decisions on proposals for the distribution of Council funding and funding provided to Council for public art, recreational and community facilities, and amenities.</b>	24
<b>Community Grants Allocation Sub-Committee</b> Membership to the Community Grants Allocation Sub-Committee updated to be: Chair Cr Kesh Naidoo-Rauf Deputy Cr Emma Pike Cr Anna Casey-Cox Cr Geoff Taylor Cr Moko Tauariki Cr Ewan Wilson	27
<b>Council Internal Panels</b>  <u>He Pou Manawa Ora Advisory Group</u> Membership of the He Pou Manawa Ora Advisory Group updated to include Cr Moko Tauariki.  NEW <u>Climate Strategy Advisory Group</u> Reports to: The Council <b>Membership:</b> Cr Louise Hutt (Lead) Deputy Mayor Angela O'Leary Cr Sarah Thomson Cr Ewan Wilson Cr Andrew Bydder Cr Anna Casey-Cox	45

# Council Report

**Committee:** Council **Date:** 15 December 2022  
**Author:** Tyler Gaukrodger **Authoriser:** Amy Viggers  
**Position:** Governance Advisor **Position:** Governance  
**Report Name:** Chair's Report (Verbal Report)

<b>Report Status</b>	<i>Open</i>
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## Purpose - *Take*

1. The Mayor will present a verbal update to the Council.

## Recommendation – *Tuutohu*

2. That the Council receives the verbal report.

## Attachments - *Ngaa taapirihanga*

There are no attachments for this report.



# Council Report

Item 7

**Committee:** Council

**Date:** 15 December 2022

**Author:** Carmen Fookes

**Authoriser:** David Bryant

**Position:** Senior Governance Advisor

**Position:** General Manager People and Organisational Performance

**Report Name:** Recommendations from the Strategic Risk and Assurance Committee

Report Status	Open
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## Purpose – *Take*

1. To seek the Council's approval of the following recommendations from the Strategic Risk and Assurance Committee meeting of 14 December 2022 (Agenda [Here](#)), in respect of:
  - i. Final Approval of the 2021/22 Annual Report, 2021/22 Summary Annual Report and Representation Letters.

## Recommendations from the Strategic Risk and Assurance Committee meeting of 14 December 2022

**Final Approval of the 2021/22 Annual Report, 2021/22 Summary Annual Report and Representation Letters** *(To be circulated following the conclusion of the Strategic Risk and Assurance Committee)*

## Attachments - *Ngaa taapirihanga*

There are no attachments for this report.

# Council Report

**Committee:** Council **Date:** 15 December 2022

**Author:** Dan Finn **Authoriser:** David Bryant

**Position:** People, Safety & Wellness Manager **Position:** General Manager People and Organisational Performance

**Report Name:** Report from the Strategic Risk and Assurance Committee - Safety and Wellness

<b>Report Status</b>	<i>Open</i>
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1. To inform the Council on safety and wellness strategic progress, performance, and activities for the period covering 1 August 2022 to 31 October 2022.
2. The Safety and Wellness Report – 1 August 2022 to 31 October 2022 as presented to the Strategic Risk and Assurance Committee of 14 December 2022 is provided as **Attachment 1**.

## Staff Recommendation - *Tuutohu-aa-kaimahi*

3. That the Council receives the report.

## Attachments - *Ngaa taapirihanga*

Attachment 1 - Safety and Wellness Report - 1 August 2022 to 31 October 2022

# Council Report

**Committee:** Strategic Risk and Assurance Committee  
**Date:** 14 December 2022  
**Author:** Dan Finn  
**Authoriser:** David Bryant  
**Position:** People, Safety & Wellness Manager  
**Position:** General Manager People and Organisational Performance  
**Report Name:** Safety and Wellness Report - 1 August 2022 to 31 October 2022

<b>Report Status</b>	<i>Open</i>
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## Purpose – Take

1. To inform the Strategic Risk and Assurance Committee on safety and wellness strategic progress, performance, and activities for the period covering 1 August to 31 October 2022.

## Staff Recommendation - *Tuutohu-aa-kaimahi* (Recommendation to the Council)

2. That the Strategic Risk and Assurance Committee recommends that the Council receives the Safety and Wellness Report – 1 August 2022 to 31 October 2022.

## Executive Summary - *Whakaraapopototanga matua*

3. This report is focussed on our continued progress of key strategic activities that are aligned to risks, relationships, and resources. To provide governance with a more comprehensive overview of our progress we have included supplementary updates on wider activities, assurance, and successes.
4. Our refreshed Safety Management System (SMS) has been aligned to the ISO45001 international standards. We continue to introduce forms, templates, standard operating procedures, and guidelines to support improved health and safety practices. To verify and validate our systems and procedures we are planning to undertake an internal audit by mid-2023, followed by an external audit for the purpose of obtaining ISO45001 accreditation.
5. Following the introduction of our new safety software Ora, we continue to see an uplift in the number of reported events. We believe this reflects the simplicity of our new system, how we now report events and the messaging that reporting is important to provide insights, corrective actions, and initiate change.
6. Working with EcoPortal, the platform provider, the Safety & Wellbeing team have established a series of reporting dashboards that can be refined for each Group and Business Unit. Ongoing training and system support will be provided, with dashboard reporting and data analytics forming part of our continuous improvement. Further system enhancement (Phase 2 of Ora) in the New Year looks to introduce additional modules including Permit to Work, Job Safety Analysis, and Health & Safety Inductions.
7. During this reporting period we have continued to make good progress towards improving our approach towards Contractor Management. Key actions and initiatives that were identified as

part of our safety reset have been completed and we are now rolling out appropriate training across various Business Units, who engage contractors regularly.

8. We have now commenced a review of our 13 critical safety risks and have formed a project team(s) from across the organisation to participate in a series of Bowtie Risk Assessment workshops facilitated by Coachio Group, who we have engaged to help us to undertake this important work. Some ELT members have been assigned a critical risk(s) where their workers are more exposed through the work they do. As a risk sponsor, these ELT members will support the relevant project team(s) assigned to each risk and provide leadership, direction and support decision making.
9. Staff consider the matters in this report to have low significance and that the recommendations comply with Council's legal requirements.

### Discussion - *Matapaki*

#### Strategic Progress - *Te ahunga whakamua rautaki*

10. The following workstreams outline Council's progress on our 'safety reset' activities previously communicated. They are designed to strengthen and support our wider safety and wellbeing strategy.

Workstream	Status	Next milestone	Comment
SafePlus review recommendations	100%	Recommendations completed	Outstanding recommendations have now been completed through the introduction of our finalised SMS and Ora
SMS development and implementation	100%	The Communication Team finalised the design of the SMS.	The SMS has been uploaded under the Safety & Wellbeing Tile on Velocity
Technology and communication (Ora)	100%	The new incident management system (Ora) was launched on 6 July 2022 replacing Vault.	Ongoing training and support will be provided through the H&S team and IS
Critical risk management	50%	Organisational critical risks have been confirmed. Risk sponsors have been identified, along with Project Teams formed.	Previous critical risk bowties have been reviewed and transferred into Bowtie software by Coachio Group. Workshops with project teams have commenced
Contractor management	95%	Finalisation of documentation and formulating process on Promapp. Investigating software to support contractor induction process	Training well underway across the organisation and Concept Paper submitted for additional Contractor Induction Module within 'Who's on Location'.
Resourcing and structure review	100%	The Safety & Wellness Team have a full complement of people now on board.	Aligning with the Business Partnering Model meeting key stakeholders and building on a collaborative approach to support Council in health, safety & wellbeing
<i>Table 1 Key workstreams</i>			

#### Risks and Incidents - *Ngaa Tuuraru me ngaa Paanga*

11. Incidents profiled for the quarter are summarised in below.

12. There was a total of 81 injuries reported this quarter, compared to 34 in the previous period. Of those injured, 7 resulted in lost time and 8 required medical treatment. Near hit reporting has increased from the previous period with 55 near hits recorded.



#### Council WorkSafe Notifiable Events

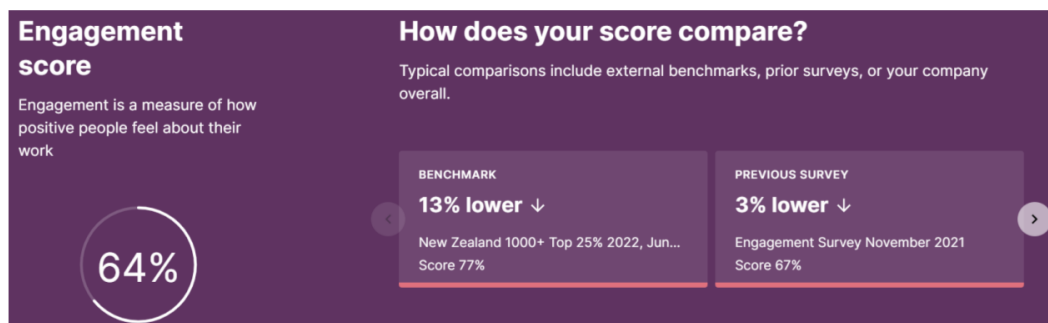
13. There was 1 event that was notified through to WorkSafe by Council. This was a service strike where a pipe was struck, and gas was released. Further details of this notifiable event can be found in **Attachment 1**.

#### Contractor WorkSafe Notifiable Events

14. There were no WorkSafe notifiable events reported from Contractors.

#### Relationships – Whanaungatanga

15. The Covid Protection Framework was removed at 11:59pm on 12 September 2022. This enabled Council to return to more normal work settings without the restrictions of mask wearing, RAT testing and isolating if a household contact. The return to pre-covid status has given our people the confidence to continue with flexible working and coming back into the office, which has huge benefits from a mental health and wellbeing perspective.
16. Without restriction, the Safety & Wellbeing Business Partners are able to connect better and work more closely with Business Units and Teams on location, which is an important part of our partnership model to work collaboratively, build better relationships, and understand work challenges first hand to support improvement.
17. The Safety & Wellbeing Team recently hosted Health & Safety Representatives (HSRs) from the organisation at the Hamilton Gardens to take them through key projects of work completed and those planned, along with giving an insight into the data being captured through Ora. There were also some activities to provide feedback that can be used to the HSR experience and identify opportunities to grow capability.
18. Council recently undertook its annual employee engagement survey, which ran from Wednesday 19 October to Friday 4 November. The survey is intended to provide valuable insights on our strengths and opportunities for improvement. Our engagement score was 64%, slightly down (-3%) on last year's result.

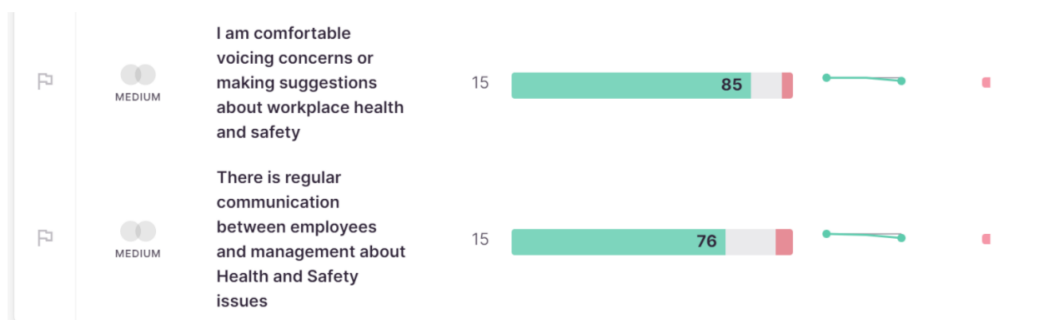


19. As well as measuring employee engagement there are also several other factors that we assess, including Health and Safety, which was the top rating factor across the whole employee engagement survey.



20. The following survey questions help to form an overall picture of our health and safety climate, including wellbeing and mental health. It is intended that the survey insights will also be used to form a benchmark wellbeing index, that we will use for future reporting.

Focus	Impact	Question	Favorable score	Trend	Comparison
	HIGH	I believe employee wellbeing is a priority at Hamilton City Council	20 77	-	-
	MEDIUM	I feel comfortable talking about my mental health with my manager	26 66	-	-
	MEDIUM	I believe Hamilton City Council is truly committed to the health and safety of employees	26 84		
	MEDIUM	My manager demonstrates their commitment to Health and Safety by leading by example	8 80		



21. To support our focus and commitment towards improving employee wellbeing we recently engaged Synergy Health to work with the Community Group to run pilot workshops covering mental health during this quarter. The 'Good Yarn' workshops focus on giving our people the tools to be able to know how to have a conversation with someone they might be concerned about, and more importantly, where to direct them to get further help or support if needed. These workshops were well received, and further workshops are now being planned to run across other Business Units.
22. WorkWell accreditation continues to form part of our wellbeing strategy, and we have recently landed on our new action plan for this annual performance cycle following staff feedback. These activities will be communicated out across the organisation, and we can confirm that we are in the final stages for achieving silver accreditation following employee interviews. Given current workloads, staff shortages and the proximity to Christmas and the holiday shut-down, these interviews will most likely occur in the New Year.
23. The Safety Governance Committee (SGC) met on the 7 September 2022. The next meeting is scheduled for 6 December 2022. An excerpt from the minutes is recorded below, and the full minutes are provided as **Attachment 2**.

*'Contractor management was the topic of discussion and Amanda Barlow and Lewis Snapes from Council's Safety & Wellbeing Team presented an overview of the work that was being done in reviewing processes, policies, and procedures currently in this area to bring a consistent approach meeting legislative requirements with the intent to roll out training across the organisation. Sven Ladewig from H3 then shared his insights into 'working from height' which is one of Council's critical risks where he works within the events area at Claudelands.'*

#### **Resources – Rauemi**

24. Current resourcing within the Safety & Wellbeing team have continued to absorb long term absences as a result extended leave and a non-work related injury. Unable to sustain further long-term absence, a new Safety & Wellbeing Business Partner is currently being recruited.
25. The centralised Health and Safety team continues to be supported through resource that is domiciled within operational areas as well as contracting in additional help to provide specialist advice and targeted support towards some of our strategic initiatives.

#### **Assurance - Kii Taurangi**

26. Progress continues towards the near completion of the recommendations made in the Council's 'State of Safety' review. Designed to measure the level of safety maturity across Council, the updated heatmap (**Attachment 3**) provides visibility on the progress of corrective actions assigned to each business unit.



27. It remains our intention to undertake further self-assessment audits to satisfy our own compliance requirements before engaging an external auditor to reassess our safety standards, practices, and progress towards continuous improvement. The completion of these projects/undertakings link directly into the assurance pillar of the SMS.

#### **Success and Recognition - *Angituutanga me ngaa Mihi***

28. With the overview of the Contractor Management Framework completed, our focus has now shifted towards training key staff on Council's processes and procedures to help our collective understanding of what's required to meet legislative requirements. Members of the Development Team recently participated in the training, which we understand was well received.



#### **Financial Considerations - *Whaiwhakaaro Puutea***

29. This is a regular operating activity funded through the Long-Term Plan.

#### **Legal and Policy Considerations - *Whaiwhakaaro-aa-ture***

30. Staff confirm that any recommendations in this report comply with Council's legal and policy requirements.
31. Staff have also considered the key considerations under the Climate Change Policy and have determined that an adaptation assessment and emissions assessment is not required for the matter(s) in this report.

#### **Wellbeing Considerations - *Whaiwhakaaro-aa-oranga tonutanga***

32. The purpose of Local Government changed on the 14 May 2019 to include promotion of the social, economic, environmental, and cultural wellbeing of communities in the present and for the future ('the 4 well-beings').
33. The subject matter of this report has been evaluated in terms of the 4 well-being's during the process of developing this report and these are outlined below:

##### **Social**

34. The matters and risks highlighted in this report may have the capacity to affect social wellbeing should they materialise. Social wellbeing continues to be prioritised and is considered alongside Council's risk management processes.

##### **Economic**

35. The matters and risks highlighted in this report may have the capacity to affect economic wellbeing should they materialise. Identifying and measuring the economic costs of accidents, the relationship between operational requirements and safety and determining the inter-



relationship between safety and other organisational goals and priorities. Economic wellbeing continues to be prioritised and is considered alongside Council's risk management processes.

#### **Environmental**

36. The matters and risks highlighted in this report may have the capacity to affect environmental wellbeing should they materialise. Environmental protection includes programmes to reduce risks to the environment from contaminants like hazardous materials and waste. Environmental wellbeing continues to be prioritised and is considered alongside Council's risk management processes.

#### **Cultural**

37. Staff consider the matters and risks highlighted in this report to not have a direct impact on the cultural wellbeing.

#### **Risks - *Tuuraru***

35. There are no risks associated with the recommendations in this report.

### **Significance & Engagement Policy - *Kaupapa here whakahira/anganui***

#### **Significance**

36. Staff have considered the key considerations under the Significance and Engagement Policy and have assessed that the recommendation(s) in this report has/have a low level of significance.

#### **Engagement**

37. Given the low level of significance determined, the engagement level is low. No engagement is required.

### **Attachments - *Ngaa taapirihanga***

Attachment 1 - WorkSafe Notifiable Event Gas Strike IO 29092022

Attachment 2 - Safety Governance Committee Meeting - Minutes 7 September 2022

Attachment 3 - Risk Assurance report\_State of Safety update\_August- Oct 2022

## WorkSafe Notifiable Event

<b>DATE OF EVENT:</b>	Thursday, 29th September 2022 at 10:29am
<b>LOCATION:</b>	6 Belfast Place, Frankton, Hamilton 3204
<b>BUSINESS GROUP INVOLVED:</b>	Infrastructure Operations
<b>WHAT HAPPENED?</b>	An employee was removing off 300mm of road surface with a digger to repair a leaking water main. While excavating in the berm to undertake the water leak repair, the gas service (not the main) was hit and damaged. The team were using a shovel and digger to excavate. The decision was made to undertake the repair while the water was on so as to cause the least amount of disruption to surrounding businesses. The excavation was holding water and the water pump was not working so visibility was poor, as such the gas lateral was damaged and gas was released. The gas was escaping through the water so the risk of explosion or the need to evacuate nearby businesses was not required as per the advice from First Gas.
<b>WHAT IMMEDIATE ACTION HAS BEEN TAKEN:</b>	First Gas were called to the scene to shut off the gas and repair
<b>NEXT STEPS:</b>	<ul style="list-style-type: none"> <li>Event has been reported into Ora (Event No. 00493)</li> <li>Safety &amp; Wellbeing Lead from Hamilton City Council has notified WorkSafe on 30<sup>th</sup> September 2022</li> <li>Inhouse investigation underway</li> </ul>

# Meeting Minutes

## Safety Governance Committee

Time and date:	1:00pm, Wednesday 7 September 2022
Venue:	Gallagher Lounge, FMG Stadium and Zoom
In Attendance:	Greg Dearsly (Independent Chair), Lance Vervoort (Chief Executive), Dan Finn (People, Safety & Wellness Manager), David Bryant (GM POP), Helen Paki (GM Community), Marie Snowball (Safety & Wellbeing Lead), Claire Toko (H3), , Tania Hermann (City Delivery), Eeva-Liisa Wright (Infrastructure Operations), , Ewan Wilson (Elected Member), Olly Te Ua (Maaori Rep), Virginie Maene (Minutes), Amanda Barlow, Lewis Snapes, Igor Magud, Julie Single, Sven Ladewig
Apologies:	Helen Paki (GM Community) Dion Liddell (AWUNZ)

### 1. Welcome

Meeting opened by the Chair, welcomed everyone to the second face to face meeting of the year.

### 2. Karl Johnson (KG) – Turf Manager

KG joined the meeting for a short update and spoke to the committee about face masks who get fitted annually and are Go Spray accredited.

### 3. Confirmation of previous minutes and review of the Action Register

The minutes of the Safety Governance Committee Meeting held Wednesday 2 June, have been confirmed.

Moved by: Lance Vervoort

The previous meetings action register was reviewed and amended as follows.

Action	Assigned To	Due Date	Comments	Status
Speak to Lee-Ann Jordan and Kelvin Powell on setting up interdepartmental learning with Mark's team/leadership.	Helen Paki	Next meeting	A new role has been created which will pick this up	In progress
Review regulations for Plant, Structures and Working at heights and consider how these will apply to HCC.	Marie	Next meeting	Considered approach using the hierarchy of control	Ongoing

## Meeting Minutes

### 4. Contractor Management

Lewis Snapes and Amanda Barlow presented the Contractor Management item. A discussion was had around a practical example of an incident at WaterWorld.

The following questions were asked by the Committee:

Q. Who is accountable for the critical risks/bowties?

A. We have identified 13 critical risks and we need a GM attached to each bowtie. This will be presented to ELT once we receive the information from Coachio.

Q. Will the lessons learnt from contractor audits and inspections be shared?

A. Yes, ORA allows for these to be shared.

Q. Are there any targets or KPI's?

A. We are currently working on developing targets.

Q. Legislation around plant structure will come out in 2023, are we aligned with the Government requirements?

A. A lot of the work we are doing is in line with this legislation.

### 5. Procurement Process

\*Councillor Ewan joined the meeting in person at 2:10pm

Igor Magud presented an overview of the Procurement Process.

The following question was asked by the committee:

Q. Is there ongoing monitoring in the business to ensure staff fulfil their requirements?

A. It has been identified there is not a closed loop which is where we need to get to.

### 5. Z Energy Case Study

The Z Energy Case Study was presented by Dan Finn.

The following question was asked by the Committee:

Q. Is there something that you think could be beneficial for us to resource or do?

A. A sequence of priorities needs to be discussed at ELT level. Marie's team will consult with the business and report back to his committee.

### 6. Critical Risk Deep Dive – Working at Heights from an events perspective

Sven Ladewig provided an overview and a discussion was had.

## Meeting Minutes

The following questions were asked by the committee:

Q. Is fatigue an issue in the industry?

A. Not for our teams, we were one of the first businesses to proactively try to decrease hours.

Q. Is there a formula?

A. We are trying to adhere to HCC rostering timeline. We have a person who is dedicated to making our rosters. We issue rosters on 20<sup>th</sup> of each month for the next month which is helpful for work/life balance.

Q. Do you use permits to work?

A. No but we have lots of process in place like locking the arena and hard hat access only. Permits to work are a large gap in our business – only the wastewater treatment plant uses it at the moment.

Q. What keeps you awake at night?

A. Mainly resourcing, not the working at heights. We have a very busy schedule and have to work towards tight deadlines. We are struggling to find staff and when we recruit it takes about one year for our technicians be able to completely fulfil their roles. Some international events make outrageous demands.

Q. What would you ask for if you had no financial constraints?

A. Hire five extra staff as we are branching out to technical network support. We have lost staff to employers who offered a higher wage.

### 7. General discussion – around the table

- Discussion on Contractor Management still need to be held on the floor by the Managers.
- The committee acknowledges and thanks Ewan Wilson for all his input and wishes Ewan all the best.
- Ewan said we are lucky to be working for a world class organisation and commended the important work the committee is doing.
- Dayforce will help manage fatigue as it will have a rostering function and will add rich data to be able to remedy this.
- Wellbeing is still a big focus, not just safety and we are all working on this.

### 8. Completed Actions Register

Action	Assigned To	Due Date	Comments	Status
Plant, Structures and Working at heights – New regulations	H&S Team	Next meeting	Amanda Barlow presented on this item during this meeting	Completed
Looking at make-up of committee.	Dan	Next meeting	Eeva-Liisa should be here from Infrastructure Operations. Their group has a lot of critical risks areas. Let's review annually, we might swap areas around, so all the exec team gets some exposure.	Completed

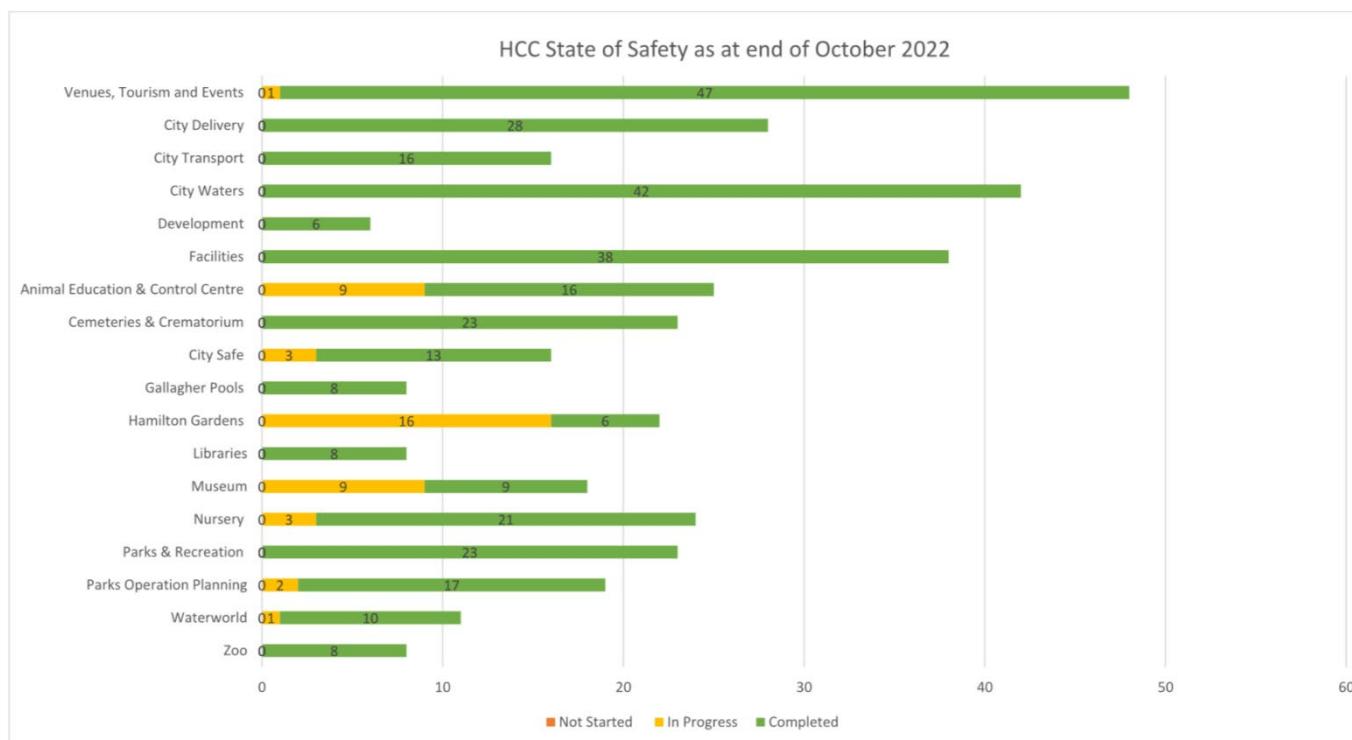
## Meeting Minutes

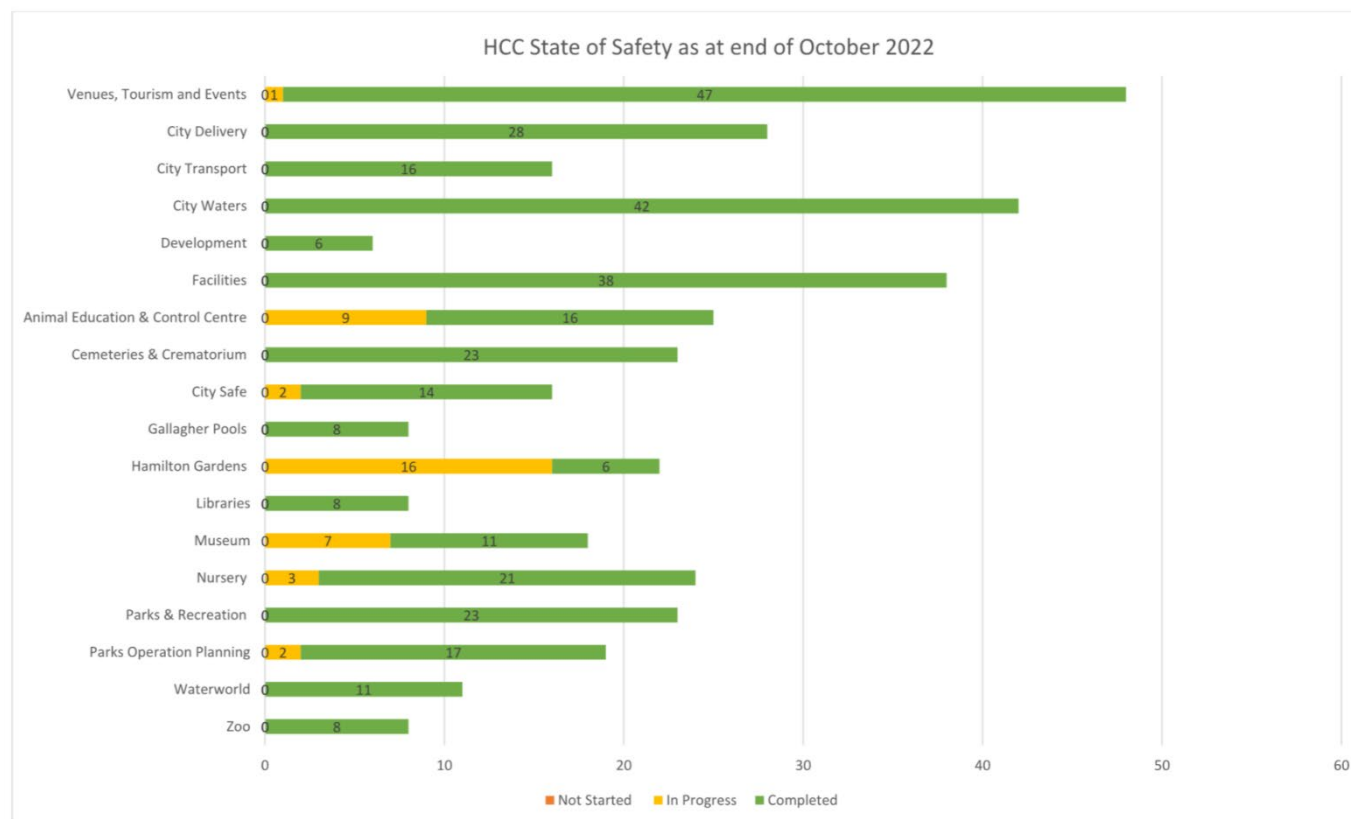
It was agreed more time was required to digest the Monitoring What Matters survey results and discuss at next meeting.	Dan Finn	Next meeting		Completed
Further follow up from Governance to confirm Safety and Wellness updates to be included at full Council Meetings.	Dan Finn		Dan to discuss with Becca, more discussion on that.  Minutes and reports will go to full council and SRA - quarterly	Completed
Ensure presentations and documents relating to the next meeting are sent out in advance	Marie/Dan	Next meeting	To provide members with time to review and consider questions as part of the discussion	Completed
Investigate if the Chaplain/Counsellor service could be rolled out across the whole Organization.	Marie Snowball	Next meeting	Service can be scaled up if require, based on interest and operational need	Completed

The meeting was declared closed at 3:34pm.

Next Meeting: TBC

## State of Safety Review — Progress update October 2022







# Council Report

Item 9

**Committee:** Council  
**Author:** Kelvin Powell  
**Position:** City Safe Unit Manager  
**Report Name:** Application for Temporary Extension to Hamilton Alcohol Control Bylaw 2015 (HSBC NZ Sevens)

**Date:** 15 December 2022  
**Authoriser:** Helen Paki  
**Position:** General Manager Community

<b>Report Status</b>	Open
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## Purpose - *Take*

1. To seek the Council's approval of a temporary alcohol ban in support of the HSBC NZ Sevens event to be held at the FMG Stadium on 21 and 22 January 2023 as requested by the Hamilton Police.

## Staff Recommendation - *Tuutohu-aa-kaimahi*

2. That the Council approves the creation of the HSBC NZ Sevens Temporary Alcohol Ban Area (the Area), pursuant to clause 8 of the Hamilton Alcohol Control Bylaw 2015 (the Bylaw), to which clause 5.1 of the Bylaw will apply from 6am on Saturday 21 January to 10pm on Sunday 22 January 2020 (inclusive), as if the area were included in Schedule 1 of the Bylaw, and will encompass the areas shaded in blue on the map at **Attachment 2** of the staff report.

## Executive Summary - *Whakaraapopototanga matua*

3. Hamilton will host the HSBC NZ Sevens tournament at the FMG Stadium on 21 and 22 January 2023. The tournament will operate throughout both these days between 8.45am and 10.30pm each day.
4. The public areas near FMG Stadium are currently subject only to a time-restricted alcohol ban that prohibits all alcohol in Hamilton public places between 10pm and 6am seven days a week.
5. Hamilton police have requested that the Council consider a resolution to create a temporary 24-hour alcohol ban in the areas surrounding the FMG Stadium for the duration of the tournament. The purpose of the ban would be to aid police in reducing crime, disorderly behaviour and alcohol related harm during the event (see **Attachment 1**).
6. To make a temporary alcohol ban by resolution it is necessary to:
  - i. Comply with the general decision-making requirements of the Local Government Act 2002;
  - ii. Comply with the evidential requirements in relation to alcohol-related harm;
  - iii. Satisfy the tests as to proportionality and rights protection;
  - iv. Limit the ban to a specific event or time of the year and give seven days' public notice.
7. Staff consider the matter to have low significance and that the recommendation complies with the Council's legal requirements.

## Background - *Koorero whaimaarama*

8. Hamilton FMG Stadium will host the HSBC NZ Sevens tournament on 21 and 22 January 2023. The tournament will operate throughout each day and is being marketed as a festival event and, in addition to a full two-day programme of rugby, will include a range of entertainment and food trucks.
9. The immediate public environs around the stadium are not included in the 24-hour central city alcohol ban area created pursuant to the Hamilton Alcohol Control Bylaw 2015. This area is subject only to the time-restricted alcohol ban that creates an alcohol ban for all public places within Hamilton between 10.00pm and 6am seven days a week.
10. Police have indicated that, based on their experience policing the 2018, 2019 and 2020 HSBC NZ Sevens events, they consider there is a high probability that some ticket holders will want to access cheaper alcohol during the day and then either bring alcohol in their cars for consumption (boot parties) or purchase it from local alcohol stores for consumption prior to entry at various times during the day.
11. Police have advised that the existence of the temporary 24-hour alcohol ban was central to the successful and effective cross-agency management of alcohol issues during the 2018, 2019 and 2020 events. It contributed to the low-manageable levels of disorder and general intoxication in the area around FMG Stadium and around the central city at large. A total of 55 written warnings and three infringements were issued in 2018, and 21 infringements issued in 2019, and 6 infringements issued in 2020 within the extended alcohol ban area during these events.
12. The application proposes to extend the current 24-hour central city alcohol ban boundary north along Waikato River into Victoria Street, Maeroa Road, Norton Road, Hall Street, Lake Road, Tainui Street until it connects back with the existing 24-hour ban area (see Attachment 2).

## Discussion - *Matapaki*

13. The Local Government Act 2002 prescribes a specific regime to be followed for alcohol control bylaws (sections 147 – 147C):  
<http://www.legislation.govt.nz/act/public/2002/0084/167.0/DLM170873.html>
14. Section 147B specifically relates to the use of a resolution power in respect of an existing alcohol control bylaw. Local Government Act 2002, Section 147B, provides that:  
*Before making a resolution relating to a bylaw under section 147, a territorial authority must be satisfied that –*
  - a) *there is evidence that the area to which the bylaw applies (or will apply by virtue of the resolution) has experienced a high level of crime or disorder that can be shown to have been caused or made worse by alcohol consumption in the area; and*
  - b) *the bylaw, as applied by the resolution,–*
    - i. *is appropriate and proportionate in the light of the evidence; and*
    - ii. *can be justified as a reasonable limitation on people's rights and freedoms.*
15. Clause 8 of the [Hamilton Alcohol Control Bylaw 2015](#) operates under the resolution power; it provides for the Council to create temporary alcohol bans by resolution.  
 Clause 8 imposes additional procedural requirements as follows:
  - 8.1 *In addition to clause 5, the Council may from time to time, resolve under the Local Government Act 2002 to include additional area(s) as an alcohol ban area for a particular time period relating to a specific event or a particular time of the year.*

- 8.2 *If this is done Council will give the public at least 7 days' notice of the temporary ban. The details of the alcohol ban and when it will apply will also be made publicly available.*

### **Financial Considerations - *Whaiwhakaaro Puutea***

16. There are no financial considerations relevant to the decision.

### **Legal and Policy Considerations - *Whaiwhakaaro-aa-ture***

17. Staff confirm that the temporary extension to the Hamilton Alcohol Control Bylaw 2015 (HSBC NZ Sevens) complies with the Council's legal and policy requirements.

### **Wellbeing Considerations - *Whaiwhakaaro-aa-oranga tonutanga***

18. The purpose of Local Government changed on 14 May 2019 to include promotion of the social, economic, environmental and cultural wellbeing of communities in the present and for the future ('the 4 wellbeings').
19. The subject matter of this report has been evaluated in terms of the four wellbeings during the process of developing this report as outlined below.
20. The recommendations set out in this report are consistent with that purpose.

### **Social considerations**

21. Police have previously reviewed their file records systems and intelligence databases and confirm that the area of the proposed ban has at various times in the past experienced high levels of both crime and disorder. There is compelling evidence that alcohol consumption has either contributed to or exacerbated these events.
22. Approving the resolution to create a temporary alcohol ban as outlined in paragraph 2 supports the safety of individuals and communities.

### **Risks - *Tuuraru***

23. There are no known risks associated with the decisions required for this matter.

### **Significance & Engagement Policy - *Kaupapa here whakahira/anganui***

#### **Significance**

24. Staff have considered the key considerations under the Significance and Engagement Policy and have assessed that the matter(s) in this report has/have a low level of significance.

#### **Engagement**

25. Clause 8.2 of the Alcohol Control Bylaw 2015 requires Council to give the public at least seven days' notice of the temporary ban and to make details of the ban publicly available. A communications plan is being developed which will involve social and print media adverts and include street signage and maps to inform both local residents and ticket holders alike of the existence of the temporary alcohol ban.
26. Given the low level of significance determined, the engagement level is low. No engagement is required.

### **Attachments**

Attachment 1 - Police Alcohol Ban Request 2023

Attachment 2 - Proposed Alcohol Ban Area 2023



21 September 2022

Hamilton City Council  
Council Building  
Garden Place  
Hamilton

### **Request for Temporary Extension to Alcohol Ban**

On behalf of Waikato Police I request that Council consider a temporary extension to the Central City Alcohol Ban Area for the weekend of 21<sup>st</sup> and 22<sup>nd</sup> January 2023 when the New Zealand Sevens Tournament takes place at FMG Stadium.

The Hamilton Alcohol Control Bylaw 2015, Clause 8, allows the Council to resolve under the Local Government Act 2002 to include additional area(s) as an alcohol ban area for a particular time period relating to a specified event or a particular time of year.

The area proposed for the extension encompasses the FMG Stadium's surrounding streets where it is deemed that ticket holders will likely park their vehicles. The ban will provide a deterrent for ticket holders to "preload" or leave the stadium to "side load". A map is attached of the proposed area which continues north from the current 24/7 ban boundary along the river bank onto Victoria Street, Maeroa Road, Norton Road, Hall Street, Lake Road, Tainui Street, connecting back to the current 24/7 ban area on Seddon Road.

The extension period sought is from 0600 hours to 2200 hours on Saturday 21st January 2023, and 0600 hours to 2200 hours on Sunday 22nd January 2023. This in effect makes the current night time ban into a 24 hour ban over that weekend or extends the area for the current 24/7 ban.

Waikato Police are keen for the Sevens Tournament to be a success and are already working closely with event organisers to make this a positive and

memorable event for all involved, including the worldwide viewing audience. As such we want to encourage a festive atmosphere without high intoxication levels and arrest rates as was seen at previous Wellington Sevens Tournaments.

The ultimate aim of the extension is to provide Police with extra powers to prevent alcohol harm over the period of the Sevens Tournament. Based on our experience in policing the 2018, 2019 and 2020 New Zealand Sevens Tournament in Hamilton, we consider it a high probability that many ticket holders will want to access cheaper alcohol during the day and will either bring alcohol in their cars for consumption (boot parties) or purchase it from local liquor stores to consume outside the stadium.

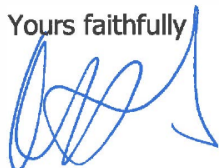
A great deal of effort has gone into the planning of the alcohol management plan for the event which could be easily undone by this ability to "side load" during the event.

The exclusion was used to good effect in previous years, with a number of infringement notices issued in the extended alcohol exclusion zone during the period of the tournament. We are confident that this contributed to an effective cross-agency alcohol management plan.

We do not see this as a great inconvenience for the general public and residents within the proposed extension, considering it is just for two days.

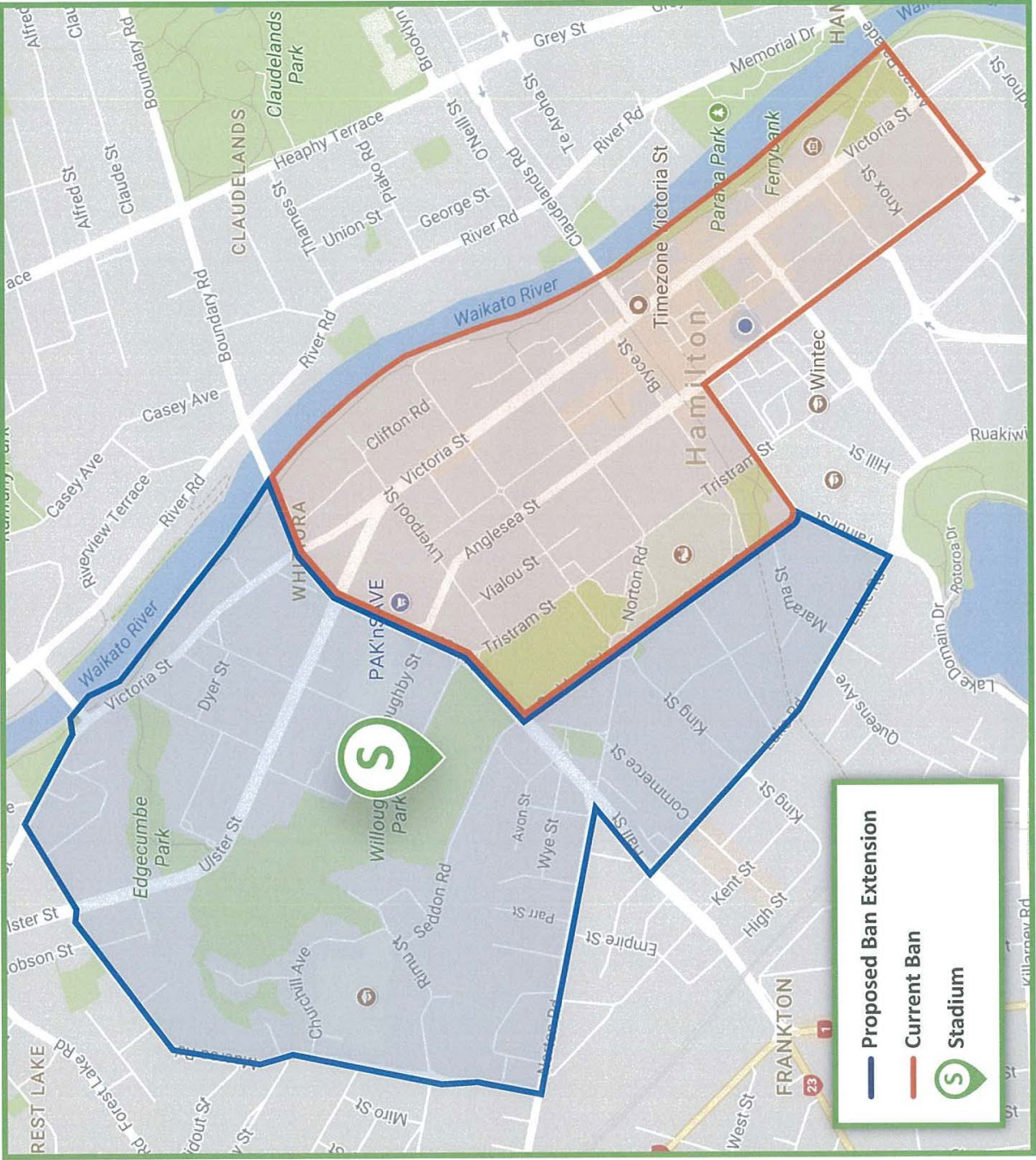
For Council consideration and approval.

Yours faithfully



Detective Inspector Hywel Jones  
Operation Commander: New Zealand Sevens  
Waikato Police





# Council Report

Item 10

**Committee:** Council

**Date:** 15 December 2022

**Author:** Stephen Halliwell

**Authoriser:** Andrew Parsons

**Position:** Water Reform Financial  
Advisor

**Position:** Executive Director Strategic  
Infrastructure

**Report Name:** Three Waters Reform Update

**Report Status**

*Open*

## Purpose - *Take*

1. To inform the Council of new information on the Government's Three Waters Reform.

## Staff Recommendation - *Tuutohu-aa-kaimahi*

2. That the Council receives the report.

## Executive Summary - *Whakaraapopototanga matua*

3. Since the last waters reform update the **Finance and Expenditure Select Committee** (the Committee) has reported back to Parliament recommending changes to the **Water Services Entities Bill** (Bill 1). Council made a written and verbal submission and verbal submission on the Bill. Some changes recommended by the Committee aligned with Council's submission, but overall, Council's recommendations were not supported by the Committee.
4. The **Finance and Expenditure Select Committee** process have been followed by the **Committee of the Whole House** where each part of the Bill was further debated. This debate saw additional changes to the Bill, including a clause 'entrenching' protections against privatisation.
5. Since the **Committee of the Whole House**, at the time of writing this report, there is significant discussion whether the entrenchment addition is constitutionally appropriate. Government and opposition parties are indicating this matter needs resolving before the third reading.
6. Parliament sits on 6, 7, 8 and 13, 14, 15 December. It is expected that the third reading would happen on one of these days and the **Water Services Entities Bill** will become law after the third reading and Royal Assent (a few days later).
7. A second bill, the **Water Services Entities Amendment Bill**, is expected to have its first reading in Parliament very soon after the Act is passed. This Bill is expected to expand the Act by adding clause to assist with the operation of the waters business, for example - detailed powers and duties, stormwater, pricing and funding powers).
8. A third bill, the **Water Services Economic Efficiency and Consumer Protection Bill**, is also expected to have its first reading in Parliament soon after the Act is passed. This bill will establish an economic regulation and consumer protection regime for the reformed three waters services in New Zealand and, establish the Commerce Commission as the regulator.

9. It is likely the **Water Services Entities Act 2022** will be law and the **Water Services Entities Amendment Bill** will be with a Select Committee by the time of this Council meeting.
10. Staff have considered the key considerations under the Significance and Engagement Policy and have assessed that the matters in this report have a low level of significance. The recommendations comply with Council's legal requirements.

### **Background - *Koorero whaimaarama***

11. On 20 July 2022 Council approved its submission to the **Finance and Expenditure Select Committee** on the **Water Services Entities Bill** (Bill 1). On 5 September the Mayor and Chair of Council's Infrastructure Operations Committee presented Council's submission via Zoom to the Select Committee.
12. Council's full submission including attachments is publicly available on Council's website <https://hamilton.govt.nz/your-council/submissions-to-other-organisations/>
13. The submission stated that "Hamilton opposes this Bill" and went on to explain "We are strongly opposed to Government's four-entity model. Our preference, as we made clear to the Working Group on Representation, Governance, and Accountability, is for a smaller regional CCO model based on existing strategic relationships between Waikato/Bay of Plenty councils."
14. The submission concluded that the Bill 1 should be withdrawn to enable Government to work with councils to develop reform structures and options.
15. Council sought community views between 22 June and 7 July 2022 and appended that feedback to the submission. The full submission was approximately 4,000 pages.
16. Council also provided a detailed technical submission "should the bill not be withdrawn ". This technical submission considers the Bill clause by clause, making 100 recommendations for changes to Bill 1.
17. Council's submission addressed our core success factors.
18. The Select Committee recommendations resulted in improved outcomes for Hamilton in the following areas:
  - i. Local Voice, Representation and Rights of Ownership
  - ii. Placemaking
  - iii. Transition matters

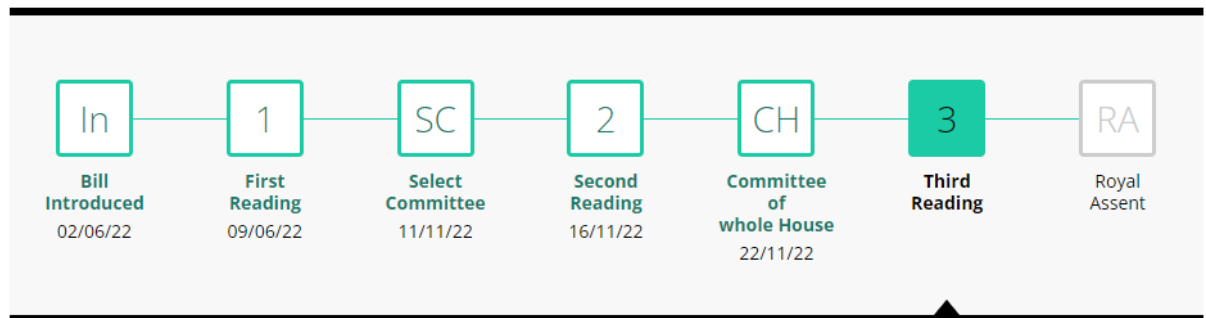
### **Discussion - *Matapaki***

#### **Water Service Entities Bill**

19. The **Finance and Expenditure Select Committee** reported back to Parliament on 11 November 2022. The Committee's amended Bill and commentary was followed by the **Committee of the Whole House** where a debate and amendments were proposed and voted on.
20. The **Water Services Entities Bill** now moves to Third Reading as set out in the timeline below.



## Progress of the bill



21. The Water Services Entities Bill creates the four Water Services Entities and their governance, reporting and accountability arrangements. The Bill also puts in place some of the matters, the Government has deemed necessary, for the Establishment Period.
22. The Establishment Period is defined in the Bill as, from the day of the Royal Assent to Establishment Day, 1 July 2024.
23. From the day of Royal Assent, clauses that facilitate the transition from councils to the Waters Services Entities come into effect. The remaining sections come into effect on 1 July 2024.
24. As at 30 November 2022, the current version of the Bill can be found here - [Water Services Entity Bill 136-3](#). This version may change depending on a review of section 206AA by the House Business Committee.
25. The parts of the Bill that address the transition or establishment period can be found in *Schedule 1 – Transitional, savings and related provisions* and *Schedule 5 – Amendments to the Local Government Act 2002*.
26. Many of the provisions are subjective in application. We have been advised that guidance will be provided from the Department of Internal Affairs.

### **Water Services Entities Amendment Bill (Bill 2)**

27. Little is known about Bill 2 except as provided on the DIA Three Waters web pages:
  - i. “In June 2022 Cabinet took decisions on policy matters to ensure the new Water Services Entities will have the necessary legislative functions, duties, and powers to be fully operational from their ‘go live’ date on 1 July 2024.
  - ii. These decisions include that, consistent with a recommendation from the Rural Supplies Technical Working Group, users of council-owned mixed use rural water can choose to directly own and operate their schemes, independent of a Water Services Entity.
  - iii. These decisions will feed into a second piece of legislation enacting the three waters reform, which will be introduced later this year.
  - iv. [Cabinet paper June 2022](#)”
28. Headings from the Cabinet Minute show an extensive list of largely technical matters that will be added to the Water Services Entities Act by the amendment Bill.
  - i. Transfer of assets, liabilities, and interests
  - ii. Rural water supplies
  - iii. Service provider obligations and consequential amendments to local government legislation.
  - iv. Recognising and providing for Treaty settlements and other arrangements.
  - v. Integration with the Resource Management Act 1991
  - vi. Land access
  - vii. Transitioning out of bylaws

- viii. Customer agreements
- ix. Waters restrictions
- x. Trade waste Permits
- xi. Relationship agreements
- xii. Information sharing
- xiii. Stormwater management responsibilities
- xiv. Oversight of stormwater
- xv. Controls required to support stormwaters and stormwater systems
- xvi. Controlled drinking water catchment regime
- xvii. Powers to maintain protect and operate three waters networks
- xviii. Compliance monitoring and enforcement
- xix. Offences
- xx. Financial arrangements
- xxi. Transitional tax relief

### **Economic Regulation and Consumer Protection Bill**

- 29. This Bill is the responsibility of the Ministry of Business, Innovation and Employment (MBIE) and the Minister the Hon. Dr. David Clark.
- 30. In December 2021 Council was among 53 submitters which provided a [submission](#) to MBIE on a discussion document regarding economic regulation and consumer protection.
- 31. Little information is available on this Bill. It may be tabled this year or early 2023.

### **National Transition Unit Timelines**

- 32. During November 2022, the National Transition Unit provided the following timeline:



#### **Key milestones**

##### **DIA led**

- Bill 1 enacted.
- Establishment CEOs appointed.
- Day 1 customer experience designed.

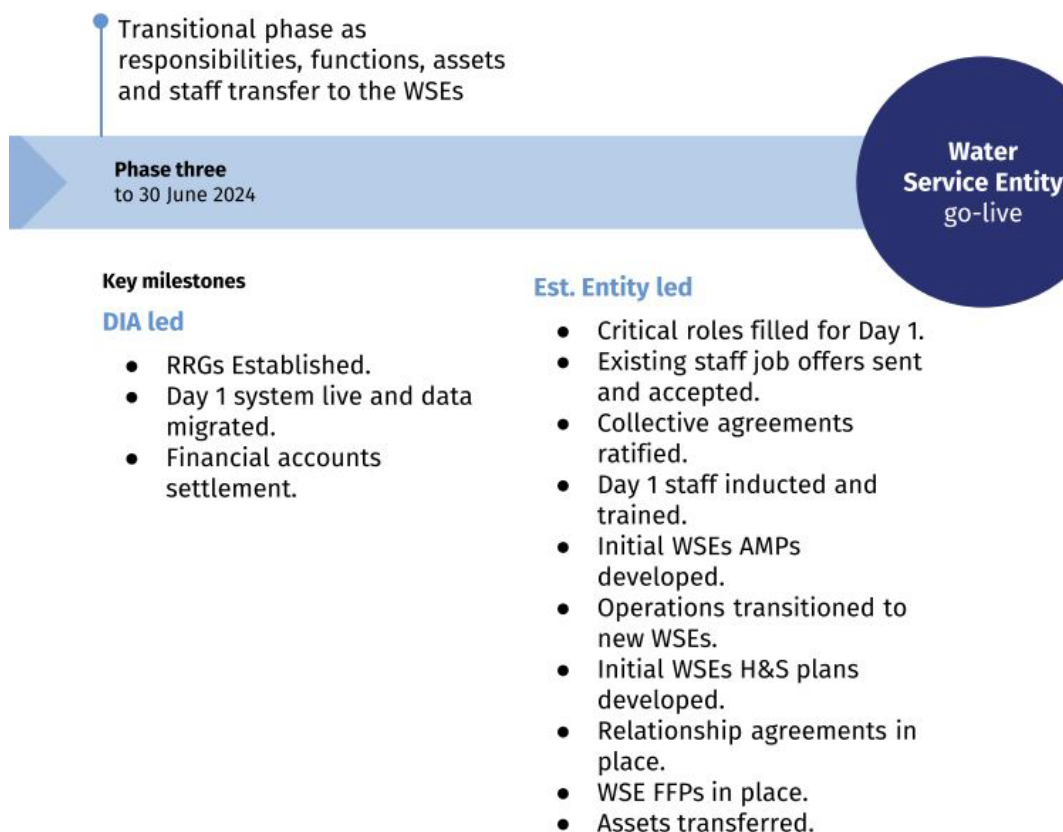
#### **Key milestones**

##### **DIA led**

- Bill 2 enacted.
- Establishment boards in place.
- Initial WSEs constitutions developed.
- Establishment Water Service Plans issued to CEs.
- Job guarantee eligible staff notified.
- Draft AMPs developed.
- Draft Funding and Finance Plans developed.

##### **Est. Entity led**

- Org design completed.



### Financial Considerations - *Whaiwhakaaro Puutea*

33. There are no financial implications in relation to the recommendations of this report.

### Legal and Policy Considerations - *Whaiwhakaaro-aa-ture*

34. Staff confirm that matters in this report, comply with the Council's legal and policy requirements.

### Wellbeing Considerations - *Whaiwhakaaro-aa-oranga tonutanga*

35. The purpose of Local Government changed on the 14 May 2019 to include promotion of the social, economic, environmental and cultural wellbeing of communities in the present and for the future ('the 4 wellbeings').
36. The subject matter of this report has been evaluated in terms of the 4 wellbeings during the process of developing this report as outlined below.
37. The recommendations set out in this report are consistent with that purpose.

### Risks - *Tuuraru*

38. There are no known risks associated with this matter.

### Significance & Engagement Policy - *Kaupapa here whakahira/anganui*

#### Significance

39. Having considered the Significance and Engagement Policy, staff have assessed that the matters in this report are of low significance as no decisions are requested of Council.

## Engagement

40. Community views and preferences are already known to the Council through community consultation

## Attachments - *Ngaa taapirihanga*

There are no attachments for this report.

# Council Report

Item 11

**Committee:** Council

**Date:** 15 December 2022

**Author:** Stephen Halliwell

**Authoriser:** Andrew Parsons

**Position:** Water Reform Financial  
Advisor

**Position:** Executive Director Strategic  
Infrastructure

**Report Name:** Three Waters Reform - Better Off Package Funding Process

<b>Report Status</b>	Open
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## Purpose - *Take*

1. To seek the Council's approval to participate in the \$14.65 million Three Waters Reform - Tranche 1 Better Off Funding.

## Staff Recommendation - *Tuutohu-aa-kaimahi*

2. That the Council:
  - a) approves proceeding with the Tranche 1 Better Off Funding;
  - b) requests the Chief Executive report back the Council's February 2023 meeting with a **recommended** Better Off Funding Plan; and
  - c) notes that any Council Funding Plan is subject to Department of Internal Affairs and their agent, Crown Infrastructure Partners, approval.

## Executive Summary - *Whakaraapopototanga matua*

3. Better Off Funding Tranche 1 provides \$14.65 million for Council, subject to agreeing a funding plan with the Department of Internal Affairs and their agent Crown Infrastructure Partners.
4. A second tranche \$46.95 million is subject to a future contract from 1 July 2024.
5. This totals to \$58.61 million.
6. Staff recommend option 1 which instructs staff to proceed with preparing the Better Off Funding Proposal for Council approval before submitting it to the Department of Internal Affairs approval before 28 February.
7. Staff consider the decisions in this report have low significance and that the recommendations comply with the Council's legal requirements.

## Background - Koorero whaimaarama

8. Better Off Funding was first announced by the Minister of Local Government at the 2021 Local Government New Zealand Conference. The Government describes the objectives and criteria of the Better of Funding package as laid out in the Funding Agreement are:
 

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

  1. *supporting communities to transition to a sustainable and low emissions economy, including by building resilience to climate change and natural hazards;*
  2. *delivery of infrastructure and/or services that:*
    - a. *enable housing development and growth, with a focus on brownfield and infill development opportunities where those are available;*
    - b. *support local place-making and improvements in community well-being.”*
9. Council is offered \$58.61M in two tranches:
  - i. Tranche 1 is up to \$14.6M from 1 July 2022.
  - ii. Tranche 2 is the balance up to \$58.61 from 1 July 2024.
10. On 29 June 2022 Council resolved that it would not approve the Tranche 1 Better Off Package Funding Process until after receiving and considering the public submissions to Council’s three waters reform consultation and there is clarity over financial issues:
  - i. Clear direction on the extent and financial impact of the No-Worse Off Funding.
  - ii. Clear understanding of all transitional costs and associated funding.
  - iii. The level of debt to be transferred to the new water entity.
11. On 18 August 2022 Council received a second report which noted progress on the financial matters Council sought clarity and concluding that with these matters still outstanding, Council resolved to request an extension of time (waiver).
12. On 2 September 2022 Council was granted an extension of time to 28 February 2023. This report considers Council’s path and options to meeting that deadline.
13. Staff note that, of the 22 councils in Entity B, 21 have resolved to seek Tranche 1 Better Off Funding.

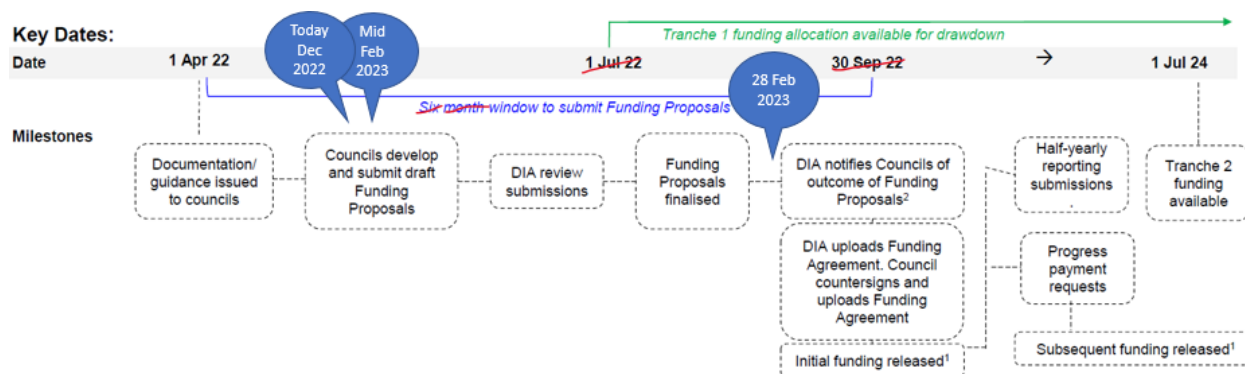
## Discussion - Matapaki

14. The Department of Internal Affairs has released the following documents to on the Better Off Package.
  - i. Better Off Support Package Guidance ([here](#) or **Attachment 1**)
  - ii. Better Off Package Funding Agreement ([here](#) or **Attachment 2**)
  - iii. Better Off Funding Plan ([here](#) or **Attachment 3**)
  - iv. Better Off Council FAQs Responses (**Attachment 4**)
  - v. Response to Council’s extension (waiver) of time request (**Attachment 5**).

### Tranche 1

15. Summary of the key requirements of Tranche 1 Better Off Package Funding are:
  - i. the projects to be funded, in whole or in part, must be in the Funding Proposal approved by the Department of Internal Affairs;
  - ii. funding for projects must be spent by June 2027 (both tranches);
  - iii. the funding can be spent on opex or capex that fit the criteria (refer paragraph 6);

- iv. funding proposals must be for new initiatives/projects, or the incremental cost of accelerated, scaled up or enhanced quality of planned investment;
  - v. all Tranche 1 project expenditure must be complete before 30 June 2027;
  - vi. Council does not have to apply for the full or any Tranche 1 amount and, funds not applied for will be made available in Tranche 2; and
  - vii. funding will be released – 10% on approval of the Better Off Funding Plan and monthly in arrears as approved by Crown Infrastructure Partners.
16. Notwithstanding the formal requirements above, staff intend to seek an exemption from the Department of Internal Affairs to exchange existing LTP project funding with Tranche 1 funding.
17. Tranche 2 will be subject to a future guidance and application process, however the same funding criteria and conditions are expected to apply.
18. The Funding Agreement:
- i. is a formal contract between Council and Department of Internal Affairs and Crown Infrastructure Partners;
  - ii. is for Tranche 1 only; and
  - iii. the contract comes with conditions, summarised as “The Recipient will work collaboratively with the New Zealand Government in connection with the Three Waters Reform Programme.” (from Funding Agreement) and expanded on in detail in Schedule 2 of the Funding Agreement.
19. Tranche 1 funding timetable\*



\*see better off support package guidance (**Attachment 1**) for full size original graphic.

## Options

### Tranche 1 Better Off Funding Plan (\$14.65M)

20. Staff have assessed that there are three reasonable and viable options for the Council to consider.
21. Staff recommend **option 1**.
22. The three options are:
- i. **Option 1:** Council approves the recommended approach and seeks a full drawdown of Tranche 1 (**recommended**).
  - ii. **Option 2:** Council approves the recommended approach and seeks a partial drawdown of Tranche 1.
  - iii. **Option 3:** Council approves the recommended approach but does not draw down on Tranche 1 prior to consideration of Tranche 2.
23. For options 1 and 2, the Better Off Funding Plan will be developed through the 2023/24 Annual Plan process.

24. **Option 1: Council approves the recommended approach and seeks a full drawdown of Tranche 1**

Advantages and disadvantages (Recommended):

Advantages of <b>full participation</b> in Tranche 1	Dis-advantages of <b>full participation</b> in Tranche 1
<ul style="list-style-type: none"> <li>i. Existing LTP costs are reviewed for affordability and the possibility of accelerating or expanding projects/programmes.</li> <li>ii. Less risk of losing funding to a future government change.</li> <li>iii. Less loss of value through inflation.</li> <li>iv. Council is not signing up to conditions it may not support as these are expected to be law by the time the Better Off Package Funding Agreement is signed.</li> </ul>	<ul style="list-style-type: none"> <li>i. Projects/programmes will need to be identified</li> <li>ii. Early engagement with DIA and CIP would be essential to getting a consensus or exemption on appropriate projects/programmes which can be funded.</li> <li>iii. Recognising the challenges of delivery in the current market for new 'break in' projects.</li> </ul>

25. Option 1 is recommended as it provides for the most efficient use of funds and enables the delivery of the 2021-31 Long-term Plan.

26. **Option 2: Council approves the recommended approach and seeks a partial drawdown of Tranche 1**

Advantages and disadvantages:

Advantages of <b>partial participation</b> in Tranche 1	Dis-advantages of <b>partial participation</b> in Tranche 1
<ul style="list-style-type: none"> <li>i. The unused balance, delayed until Tranche 2 allows for the balance of funding to go through the LTP 2024-34 planning and decision-making process.</li> <li>ii. For that partial amount, better buying power than if left until 2024.</li> </ul>	<ul style="list-style-type: none"> <li>i. Projects/programmes will need to be identified</li> <li>ii. Early engagement with DIA and CIP would be essential to getting a consensus or exemption on appropriate projects/programmes which can be funded.</li> <li>iii. Recognising the challenges of delivery in the current market for new 'break in' projects.</li> <li>iv. Potential loss of buying value through inflation for the deferred portion of Tranche 1.</li> <li>v. All Tranche 1 funding must be spent of the approved programme by June 2027 therefore removing 2 years of delivery time.</li> </ul>



27. **Option 2** is not recommended as it is a less efficient use of funds and doesn't activate the delivery of the 2021-31 Long-term Plan as well as option 1 and would essentially take the same effort to prepare and get a funding plan approved as option 1.
28. **Option 3: Council approves the recommended approach but does not draw down on Tranche 1 prior to consideration of Tranche 2**

Advantages and disadvantages:

Advantages of <b>not participating</b> in Tranche 1	Dis-advantages of <b>not participating</b> in Tranche 1
<ul style="list-style-type: none"> <li>i. Delaying until Tranche 2 allows for the funding to go through the LTP 2024-34 planning and decision-making process.</li> <li>ii. This option has the minimum workload prior to the 2024 LTP</li> <li>iii.</li> </ul>	<ul style="list-style-type: none"> <li>i. Potential loss of buying value through inflation.</li> <li>ii. All Tranche 1 funding must be spent of the approved programme by June 2027 therefore removing 2 years of delivery time.</li> </ul>

29. Council has received a response from the Government on the three financial matters where Council sought clarification (**Attachment 5**). This clarification and subsequent actions indicate the costs of undertaking work for the government reform is being met by the government and that the government is still developing its policies on the debt and no worse off funding.
30. Option 3 is not recommended as it is financially less efficient than option 1.

#### **Financial Considerations - *Whaiwhakaaro Puutea***

31. There are no financial implications in relation to the recommended decision in this report.

#### **Legal and Policy Considerations - *Whaiwhakaaro-aa-ture***

32. Staff confirm that staff recommendations comply with the Council's legal and policy requirements and Tomkins Wake have reviewed the Better Off Funding Agreement.

#### **Wellbeing Considerations - *Whaiwhakaaro-aa-oranga tonutanga***

33. The purpose of Local Government changed on the 14 May 2019 to include promotion of the social, economic, environmental and cultural wellbeing of communities in the present and for the future ('the 4 wellbeings').
34. The subject matter of this report has been evaluated in terms of the 4 wellbeings during the process of developing this report as outlined below.
35. The recommendations set out in this report are consistent with that purpose.

#### **Risks - *Tuuraru***

36. Given the recommendation relates to an approach to development of a funding plan, there are no material risks associated with the recommendations in this report.

#### **Significance & Engagement Policy - *Kaupapa here whakahira/anganui*** **Significance**

37. Staff have considered the key considerations under the Significance and Engagement Policy and have assessed that the recommendation(s) in this report has/have a low level of significance.

## Engagement

38. Given the low level of significance determined, the engagement level is low. No engagement is required.

## Attachments - *Ngaa taapirihanga*

Attachment 1 - DIA - Better Off Support Package Guidance - April 2022

Attachment 2 - DIA - Better Off Package Funding Agreement - April 2022

Attachment 3 - DIA - Pro-forma Better Off Support Package Funding Proposal - April 2022

Attachment 4 - DIA - Better Off Council FAQ Responses

Attachment 5 - DIA Waiver - Hamilton City Council response Better Off Funding Package

# Three Waters Better Off Support Package

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Guide to the better off funding package for  
local authorities



Te Tari Taiwhenua  
Internal Affairs

## Table of Contents

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

## Headline Information



### Key Dates

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



### Applying for Funds

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



### Funding Release

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

## About the better off package

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### The better off package is:

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

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



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



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



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

## About the application and funding process

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

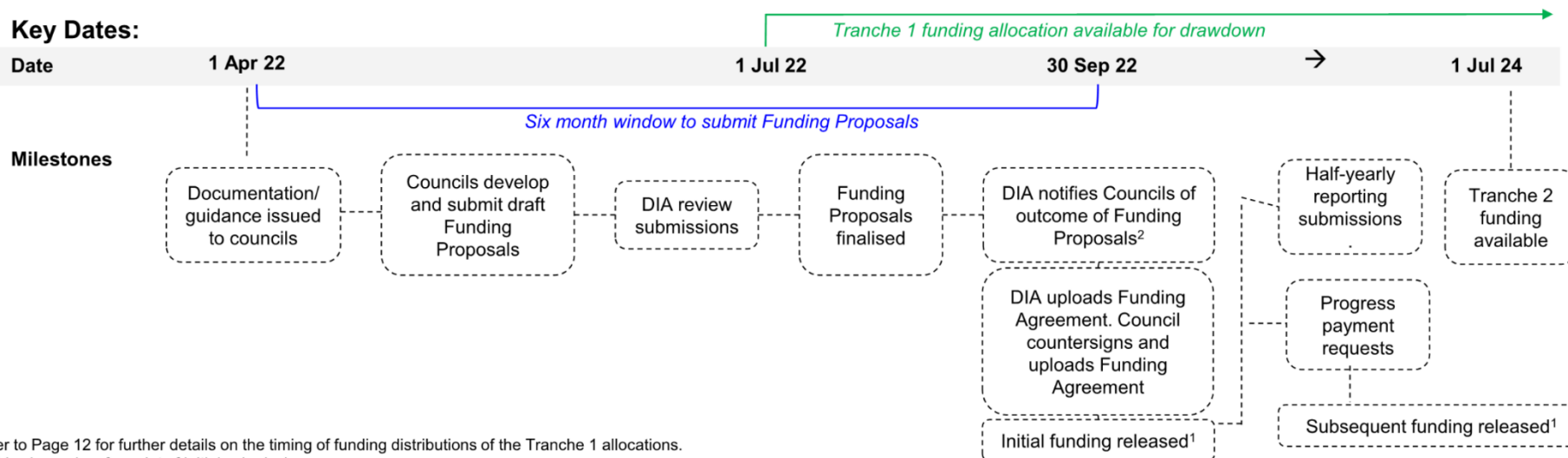
The \$2 billion package has been pre-allocated to councils based on a nationally consistent formula, and is available in two tranches. The first \$500 million of Crown Funding is available from 1 July 2022 and the remaining \$1.5 billion is available from 1 July 2024. This guide is specific to the first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

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

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

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

### Key Dates:



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

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

## Relationship managers

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

Crown Infrastructure Partners have been appointed to fill this role.



### The Relationship Manager's Role

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

#### Identify and Prioritise

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

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

#### Prepare

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

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

#### Submit

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

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



## Funding application documentation

### Funding Agreement

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

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

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

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

### Funding Proposal

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

#### Funding criteria

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

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

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

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



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

## How to Identify and Prioritise Initiatives

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

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

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

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

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

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

## Funding Proposal – Key areas of consideration

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

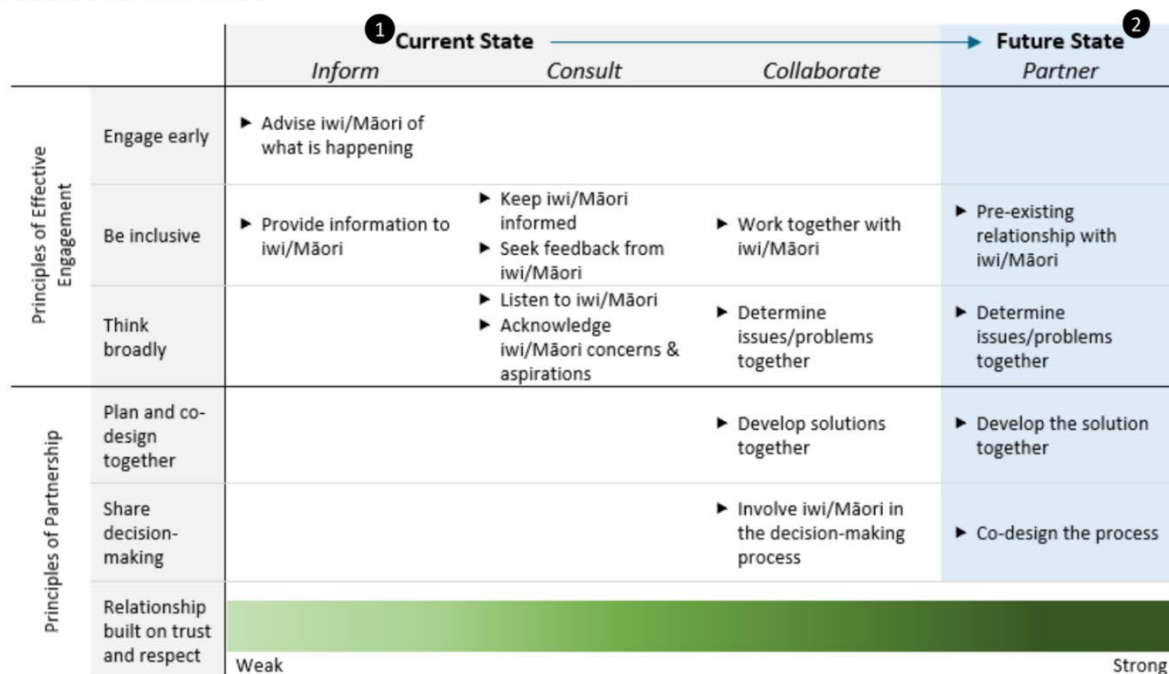
<p><b>Relationship between funding tranches</b></p> <p>The first tranche (\$500m available in July 2022 as per this guidance document) is distinct from the second, but councils are expected to <b>consider how the first tranche could support funding proposals for the second tranche</b>.</p> <p>Local authorities do not have to apply for the full Tranche 1 amount upfront, funds not applied for in Tranche 1 will be made available in Tranche 2.</p> <p>The second tranche will be subject to future guidance and application processes, however the same funding criteria and conditions are expected to apply.</p>	<p><b>Output-based milestones</b></p> <p>Milestones must be linked to <b>specific and measurable outputs</b>. Milestones should reflect progress of project delivery. For example:</p> <ul style="list-style-type: none"> <li>• In relation to project stages (e.g. procurement, design, construction); or</li> <li>• Based on project progress (e.g. percentage of works completed)</li> </ul> <p><b>Contingency</b></p> <p>When preparing your schedule of expenditure, consider whether a contingency allowance is appropriate to allow for cost increases outside your control.</p> <p>A process will be developed in the coming months to enable you to utilise unspent contingency.</p>	<p><b>Prior funding applications</b></p> <p>If you have a project that meets the better off funding criteria, and has previously been submitted and reviewed through <b>another contestable funding source</b>, speak to your Relationship Manager.</p> <p>You may be able to re-use your prior application details to streamline your Funding Proposal application.</p> <p>Examples of funding that may fit this criteria are:</p> <ul style="list-style-type: none"> <li>• Infrastructure Acceleration Fund (IAF)</li> <li>• National Land Transport Programme (NLTP)</li> <li>• IRG Shovel Ready</li> </ul>
<p><b>Other areas of consideration</b></p>	<p><b>Iwi/Māori: Pathway to target state of partnership</b></p> <p><b>Wellbeing assessment</b></p>	<p><i>Refer to Page 10</i></p> <p><i>Refer to Page 11</i></p>
<p><b>i</b> Relationship Managers will work with Local Authorities to finalise their Funding Proposals. They will be able to assist with specific questions around these considerations.</p>		



## Iwi/Māori engagement

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

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



### Tranche 1 Minimum Expectations (Current State):

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

### Tranche 2 Minimum Expectations (Target State):






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

## Wellbeing assessments

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

The assessment should outline how the programme will deliver on:

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

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

## Administration Process - Key areas of consideration

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

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

## Funding allocations - methodology

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

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

### General approach to determining notional funding allocations



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



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



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

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

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# APPENDICES



## APPENDIX A: Notional funding allocations

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

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

## APPENDIX B: Wellbeing assessment examples

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

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

## APPENDIX B: Wellbeing assessment examples

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

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

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

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

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

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

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

### STEP 3: Submit the Funding Proposal

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

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

## Appendix D: Relationship manager details

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

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



# **FUNDING AGREEMENT**

BETWEEN

**DEPARTMENT OF INTERNAL AFFAIRS**

AND

**[NAME OF RECIPIENT]**

AND

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

FOR

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

## AGREEMENT

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

### PART 1: KEY DETAILS

1 <b>Parties</b>	<p>The Sovereign in right of New Zealand, acting by and through the [Deputy Chief Executive] of the Department of Internal Affairs (<b>DIA</b>)</p> <p>[NAME OF RECIPIENT] (<b>Recipient</b>)</p> <p>Crown Infrastructure Partners Limited (<b>Monitor</b>)</p>
2 <b>Background</b>	<p>The New Zealand Government is undertaking a reform programme for “Three Waters” (drinking water, wastewater and stormwater) service delivery for communities (<b>Three Waters Reform Programme</b>).</p> <p>The Crown entered into a Heads of Agreement with New Zealand Local Government Association Incorporated Te Kahui Kaunihera o Aotearoa (<b>LGNZ</b>) under which, amongst other things, the Crown proposed that a Three Waters Reform financial support package be provided to local authorities, comprising:</p> <ol style="list-style-type: none"> <li>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</li> <li>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,</li> </ol> <p>to be given effect in agreements between each local authority and the Crown (through DIA).</p> <p>The better off package will comprise:</p> <ol style="list-style-type: none"> <li>\$1 billion of Crown funding, \$500 million of which is intended to be provided to local authorities from 1 July 2022 to enable early investment (“<b>Tranche 1 Funding</b>”); and</li> <li>the remaining \$1 billion to be funded by the new Water Services Entities.</li> </ol> <p>This Agreement relates to the provision of funding to the Recipient from the Tranche 1 Funding of \$500 million.</p> <p>The Crown’s objectives with the better off package are, acknowledging the Reform Objectives, to demonstrate central government confidence in the future for local government by providing the sector with additional funds to support local wellbeing outcomes in a way that aligns with the priorities of central and local government, including through meeting some or all of the following criteria:</p> <ol style="list-style-type: none"> <li>supporting communities to transition to a sustainable and low-emissions economy, including by building resilience to climate change and natural hazards;</li> </ol>



	<p>2. delivery of infrastructure and/or services that:</p> <ol style="list-style-type: none"> <li>enable housing development and growth, with a focus on brownfield and infill development opportunities where those are available;</li> <li>support local place-making and improvements in community well-being.</li> </ol> <p>The Recipient is a [territorial authority with statutory responsibility for delivering Three Waters services within its own district or city]. The Recipient will work collaboratively with the New Zealand Government in connection with the Three Waters Reform Programme.</p> <p>Crown Infrastructure Partners Limited is party to this Agreement to undertake a review and monitoring role on behalf of the DIA, as further described in this Agreement.</p> <p>DIA has agreed to contribute funding to the Recipient on the terms and conditions of this Agreement (<b>Agreement</b>). This funding is being provided to enable the Recipient to undertake the activities described in Schedule 1.</p> <p>Key details of this Agreement are set out in this <b>Part 1</b>. The full terms and conditions are set out in <b>Part 2</b>. Defined terms and rules of interpretation are set out in <b>Part 3</b>.</p>
3	<p><b>Conditions Precedent</b></p> <p>No Funding is payable under this Agreement until DIA has confirmed to the Recipient in writing that it has received, and found, in its sole discretion, to be satisfactory to it in form and substance, the following documents and evidence:</p> <ol style="list-style-type: none"> <li>This Agreement, duly executed by the Recipient.</li> <li>The final Funding Proposal prepared by the Recipient, in a form approved by DIA.</li> </ol> <p>The Recipient is responsible for the content of the Funding Proposal and approval by DIA for the purposes of this Agreement shall not impose any obligations on DIA in respect of the Funding Proposal other than as expressly set out in this Agreement.</p> <p>These conditions precedent must either be satisfied (in the opinion of DIA) or waived by DIA (at its sole discretion) by 30 September 2022. In the event that they are not satisfied or waived within that time, DIA may notify the Recipient that this Agreement has not come into effect and is null and void.</p>
4	<p><b>Permitted Funding Activities</b></p> <p>The Recipient may only use the Funding:</p> <ol style="list-style-type: none"> <li>for the purposes set out in Schedule 1; and</li> <li>for any other purpose with DIA or the Monitor's prior written approval,</li> </ol> <p>(each a <b>Permitted Funding Activity</b>).</p>
5	<p><b>Funding Proposal</b></p> <p>The Recipient is to undertake the Permitted Funding Activities in accordance with the Funding Proposal approved by the DIA (or otherwise with DIA or the Monitor's prior written approval).</p>
6	<p><b>End Date</b></p> <p>The End Date is [1 July 2027], or such later date determined by DIA in its discretion. <b>[Note: Recipients may propose an End Date having regard to the funding activities covered by this agreement, no later than 30 June 2027. DIA intend that the End Date is to be confirmed for each agreement]</b></p>
7	<p><b>Funding</b></p> <p>The total Funding available under this Agreement is up to <b>NZ\$[INSERT HERE]</b> plus GST (if any). This is the Total Maximum Amount Payable.</p>



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

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

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

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

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

## 8 Reporting

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

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

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

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

**Each six-monthly report** must include the following information:

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

costs, how the shortfall is to be funded);

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

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

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

9 <b>Special Terms</b>	During the term of this Agreement the Recipient shall use reasonable endeavours to comply with the Transition Support Arrangements, as set out in Schedule 2.
10 <b>Representative</b>	<p>DIA's Representative:</p> <p>Name: Michael Lovett</p> <p>Email: <a href="mailto:threewaters@dia.govt.nz">threewaters@dia.govt.nz</a></p> <p>Recipient's Representative:</p> <p>Name: [name]</p> <p>Email: [email]</p> <p>Monitor's Representative:</p> <p>Name: [name]</p> <p>Email: [email]</p>
11 <b>Address for Notices</b>	<p>To DIA:</p> <p>Three Waters Reform Level 7, 45 Pipitea Street Wellington 6011</p> <p>Attention: Michael Lovett</p> <p>Email: <a href="mailto:threewaters@dia.govt.nz">threewaters@dia.govt.nz</a>, with a copy to <a href="mailto:legalnotices@dia.govt.nz">legalnotices@dia.govt.nz</a></p>

To the Recipient:

[address]

Attention: [name]

Email: [email]

To the Monitor:

[address]

Attention: [name]

Email: [email]

**SIGNATURES**

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

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Name: Michael Lovett

Position: Deputy Chief Executive, Local Government

Date:

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

---

Name:

Position:

Date:

---

Name:

Position:

Date:

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

---

Name:

Position:

Date:

---

Name:

Position:

Date:

*END OF PART 1*

## PART 2: GENERAL TERMS

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### 1 FUNDING

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

For the avoidance of doubt, DIA's obligation to make Funding available under this Agreement is strictly subject to clause 6.2.

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

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

## **2 RECIPIENT'S RESPONSIBILITIES**

### **Standards and compliance with laws**

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

### **Permitted Funding Activities**

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

### **Information Undertakings**

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

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

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

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

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

#### **Funding, records and auditors**

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

#### **Monitoring**

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

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

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

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

### 3 INTELLECTUAL PROPERTY

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



#### 4 TERM AND TERMINATION

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

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

## 5 WARRANTIES AND UNDERTAKINGS

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

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

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

## 6 **LIABILITY**

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

## 7 **CONFIDENTIALITY**

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

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

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

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

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

7.3 The Recipient acknowledges that:

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

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

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

## 8 MEDIA AND COMMUNICATIONS

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

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

## 9 DISPUTES

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

court (or other tribunal) of competent jurisdiction.

## 10 REPRESENTATIVES

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

## 11 GENERAL

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

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

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

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

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

END OF PART 2



### PART 3: DEFINITIONS AND CONSTRUCTION

#### Defined terms

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

*Authorisation* means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Key Details* means Part 1 of this Agreement.

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

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

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

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

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

*Reform Objectives* means the following:

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

government sector and their communities must operate;

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

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

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

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

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

*Water Services Entity* means:

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

## Construction

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

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

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

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

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

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

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

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

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

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

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

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

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

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*END OF PART 3*

**Item 11**

**Attachment 2**

**SCHEDULE 1: PERMITTED FUNDING ACTIVITIES**

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

## SCHEDULE 2: TRANSITION SUPPORT ARRANGEMENTS

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

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

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

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

The Recipient acknowledges that such decisions include a decision:

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



### THREE WATERS BETTER OFF GRANT FUNDING PROPOSAL: TRANCHE 1<sup>1</sup>

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#### Instructions to complete the Funding Proposal:

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

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

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

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

**SECTION 1: General Information**

1. Programme Title:	
2. Local Authority:	
3. Organisation Lead Contact:	
<b>Name:</b>	
<b>Position:</b>	
<b>Email:</b>	

**SECTION 2: Programme of Expenditure Overview**

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

[description of Programme]
<b>List of Projects/Initiatives under this Programme</b>

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

\$
----

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

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

\$
[description]

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

Funding Source	Amount (NZ\$M)
	\$
	\$
<b>Total</b>	\$

9. Please indicate below the expenditure programme funding status:

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

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

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

Funding Source	Stage Reached

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

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**SECTION 3: Programme of expenditure details**

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

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

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

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

<sup>2</sup> All figures should be GST exclusive.



#### CHECKS

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

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

#### SECTION 4: Wellbeing Assessment

*For this section, please refer to the document “Guide to better off package funding for local authorities” for guidance on conducting the wellbeing assesment.*

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

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

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

**SECTION 5: Iwi/Māori Engagement**

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

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

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

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



**SECTION 6: DIA USE ONLY**

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

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# Three Waters Better Off Support Package

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Guidance in Response to Council's  
Frequently Asked Questions - #2  
13 June 2022



Te Tari Taiwhenua  
Internal Affairs



## Better Off Support Package: Frequently Asked Questions 13 June 2022 (1 of 3)

FAQ#	Question	Response
1	<p>My understanding is that proposals cannot be included if they are already in the LTP unless it is for a portion (not all) to enhance or accelerate the delivery of that proposal.</p> <p>Is 'in the LTP' defined as being a named project (and budget) in the initial 3 years of the 2021-24 LTP of which only 2022-23 and 2023-24 effectively remain. The LTP also provides indicative spend for the following years 4-10. I presume that a project that has been flagged for that period could be included in the Better Off proposal even though the actual period of construction might not be materially changed i.e. still sometime before June 2027.</p>	<p>All costs associated with planned projects beyond the first three years of the current LTP are eligible for Better Off funding in their entirety if they are accelerated. DIA's understanding is that such activities may not have been planned in detail and that funding for years 4 to 10 will be revisited in the 2024-34 LTP.</p> <p>By contrast, if the activity being accelerated, enhanced or scaled up is provided for within the first three years of the LTP, then only the incremental cost would be eligible for funding.</p> <p>Any cost inflation for a project within the first three years of the LTP would be eligible for Better Off funding for the cost inflation amount that is currently unfunded, if the project meets the Better Off funding criteria.</p>
2	If an initiative is planned to continue to perpetuity and it can only be funded for 5 years, is the expectation that council fund beyond 5 years?	Yes, councils would have to fund ongoing costs beyond 30 June 2027.
3	The National Policy Statement for Freshwater Management places additional requirements such as monitoring and management. Would support to meeting these requirements be eligible for funding?	<p>If this is a new requirement that is not currently funded – and contributes to wellbeing - then it would meet the Better Off funding criteria. Funding could only be applied to these costs up to 30 June 2027, with councils required to fund ongoing costs beyond then.</p> <p>DIA recommends that the council works with their CIP Relationship Manager to determine whether there are specific, targeted initiatives that meet the Better Off funding criteria where this funding could be applied before submitting their proposal.</p>
4	Would recruitment of additional staff to provide management of climate change initiatives in the district be eligible?	Yes, subject to these staff being recruited to work on specific initiatives that meet the Better Off funding criteria. Councils would have to fund ongoing costs beyond 30 June 2027.
5	Considering the intent of Iwi/Māori engagement on page 10 of the guidance, at what point will Iwi/Māori be involved as the co-designer of the criteria in order to give effect to mātauranga Māori?	<p>Local authorities are expected to engage with Iwi/Māori before submitting Tranche 1 proposals. DIA will review applications to understand the level of engagement currently undertaken by councils.</p> <p>It is expected that for Tranche 2 applications (from 1 July 2024), that councils meet the Tranche 2 Minimum Expectations (Target State) as set out on page 10 of the guidance.</p>
6	If a council was contributing to a group of projects which were subject to increased costs to complete (through inflation and/or scope creep), could the council reduce scope, or even pull projects out, to stay within their contribution or are they obliged to carry that risk and complete ?	<p>An initiative must be fully funded based on robust cost estimates including provisions for contingency (from all funding sources i.e., Better Off plus other council funding sources) to be eligible for Better Off funding.</p> <p>DIA acknowledges the uncertain cost and inflation environment facing councils over the coming years.</p> <p>If, during the delivery phase, a funded initiative required rescoping or stopping, this would need to be evaluated on a case-by-case basis between the council, Crown Infrastructure Partners and DIA to ensure that Better Off funding is utilised in a way that maximises the wellbeings achieved by funded initiatives.</p>

## Better Off Support Package: Frequently Asked Questions 13 June 2022 (2 of 3)

FAQ#	Question	Response
7	Are costs associated with compliance with Water Services Act eligible for funding?	<p>Unless this directly relates to a new project or initiative this will not meet the Better Off funding criteria.</p> <p>Councils would be better to use Better Off funding to fund projects that meet the Better Off Fund criteria - like enhancing a local park or community facility - and then use that funding freed up for Water Service Act compliance.</p> <p>Councils should work through issues like this with their appointed CIP Relationship Manager.</p>
8	Is the Better off funding to be treated as revenue towards Councils' debt to revenue ratios?	Better Off funding will be grant funding and should be accounted for in the same manner as other external grant funding received by councils; and in accordance with a council's revenue recognition accounting policy.
9	What is DIA's methodology for evaluating the proposal? Will this be qualitative vs quantitative, and how will "well-beings" be assessed?	<p>DIA will adopt a permissive qualitative approach to evaluating a proposed initiative's alignment with the funding criteria. Initiatives must however have a clear link to the criteria outlined on page 4 of the Better Off Funding Apr-22 guidance document.</p> <p>Councils should provide wellbeing assessments setting out the benefits and wellbeing outcomes for each initiative when submitting their proposal. DIA's preference is for wellbeing indicators to be specific and measurable.</p>
10	Can DIA provide further clarification on the 30 September 2022 deadline? The guidance notes include potentially conflicting statements.	<p>Applications will close on 30 September 2022; however applications can be lodged earlier than this. If a council finds itself in a situation where it is unlikely to meet the 30 September deadline it should engage with its Relationship Manager as soon as possible to discuss these circumstances and agree an appropriate alternative. Early submission will give councils the opportunity to amend or substitute their projects/proposals if a project is determined to not meet the Better Off funding criteria.</p> <p>For applications received by 31 August, DIA will endeavour to notify Councils of the outcome by 30 September. For applications lodged in September, DIA will apply best endeavours to convey a decision within 6 weeks of the application.</p> <p>DIA encourages councils to discuss potential projects / initiatives with their Relationship Managers to allow early guidance to be provided as to whether projects are likely to meet the Better Off funding criteria.</p>
11	The answer to question 2 in the 27 May 2022 FAQ response seems to infer that Tranche 2 funding can extend beyond 30 June 2027. Is that new info or a typo?	<p>The information included in the 27 May 2022 FAQ response was incorrect (and has been rectified on slide 6). Tranche 2 Better Off funding will have an end date of 30 June 2027.</p>
12	Would the payment of remuneration to Iwi groups or individuals be eligible? Would this be eligible if the remuneration is tied to specific initiatives or projects (with associated milestones or outcomes)?	Such payments which are related to specific initiatives or projects that meet the Better Off funding criteria would be eligible.

## Better Off Support Package: Frequently Asked Questions 13 June 2022 (3 of 3)

FAQ#	Question	Response
13	Would initiatives that have a direct benefit at an individual/household level be eligible for consideration? For example, our town has challenges with air quality every winter which has broader impact on community health and wellbeing. A lot of actions that would help improve our air quality are not affordable for all of our community, such as replacing wood burners or cleaning chimneys or offering grants to assist people to do this. Would initiatives along these lines that involve investment at the household level but also benefit the wider community be considered?	<p>The Better Off funding criteria is deliberately permissive to enable councils to invest in initiatives that best meet the needs of their communities, provided that the initiatives meet one of the identified Better Off funding criteria.</p> <p>The specific initiative in this example would be fundable provided the council demonstrates it meets the Better Off funding criteria.</p>
14	Would a grants type initiative to provide assistance to community led projects that address climate change or housing (for example) be eligible for consideration?	Yes, provided that this is a new or currently unfunded initiative that contributes to wellbeing.
15	Can Better Off funding be used to fund opex or capex shortfalls in 3 Waters funding?	<p>There is no specific exclusion to using Better Off funding for three waters related initiatives. These initiatives must:</p> <ul style="list-style-type: none"> <li>• Meet the Better Off funding criteria on page 4 of the Better Off Funding Apr-22 guidance document, and</li> <li>• Be new initiatives/projects; and/or an acceleration, scaling up and/or enhancing of the quality of planned investment.</li> </ul> <p>BAU Three Waters OpEx and CapEx (to the extent provided for in the first 3 years of the LTP) would not meet the Better Off funding criteria.</p>
16	Can councils use part of Tranche 1 funding to fund water related operational expenditure, to offset what will otherwise be an impact on water rates?	Funding BAU operational expenditure does not meet the Better Off funding criteria.
17	If a project relies on Funding from both Tranche 1 & 2 but is significantly (or wholly) completed prior to July 24 will the Tranche 2 funding be paid to Council as soon as it is available from July 24 to cover the shortfall expenditure paid out of councils funds (i.e. repay the costs the council has paid)?	<p>An initiative must be fully funded to complete, based on robust cost estimates (from all funding sources i.e., Better Off plus other council funding sources) to be eligible for Better Off funding. Better Off Tranche 2 funding will not be available until 1 July 2024, so the council would need to ensure it has alternative sources of funds to complete the project, until Tranche 2 funding is available.</p> <p>DIA encourages councils to take an integrated approach, looking at opportunities that could be funded across both tranches where that makes sense. In this instance DIA would need to evaluate the project details when assessing the application. DIA recommends the council engages with its CIP Relationship Manager to progress this discussion.</p>
18	Can Better Off funding be used to deliver new infrastructure that supports growth, including components relating to 3 Waters?	This would meet the Better Off funding criteria if the investment enables housing development and growth.

# Three Waters Better Off Support Package

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Guidance in Response to Council's  
Frequently Asked Questions – #1  
27 May 2022



Te Tari Taiwhenua  
Internal Affairs





## Better Off Support Package: Frequently Asked Questions 27 May 2022 (1 of 3)

FAQ#	Question	Response
1	Can DIA confirm that programmes / projects confirmed as part of Tranche 1 proposal can run through to 30 June 2027, and do not expire on 30 June 2024?	All funding must be used by 30 June 2027, which means projects must be completed before then as last cash out is before that date (ref "End Date" sect 6 of the Funding Agreement).
2	Can projects extend beyond 30 June 2027 providing specific provision is made in the Proposal for any unfinished portion to be funded by the council (similarly for Tranche 2 proposals)?	All Better Off funding from Tranche 1 must be expended by 30 Jun-27; a project could extend beyond 30 Jun-27 if supported by Council funding beyond that date. The intention is for Tranche 1 funding to be used by End Date but no restriction if ongoing investment beyond End Date funded by alternative sources (Funding Agreement Part 2 sects 2.4, 6.2). *
3	Confirm that tranche 1 proposals can be up to, but not exceeding, the amounts nominated by DIA (totalling \$500m) i.e. the proposal can be for a lesser amount.	The Better Off Funding Apr-22 guidance document (page 9 of 19) says: "Local authorities do not have to apply for the full Tranche 1 amount upfront, funds not applied for in Tranche 1 will be made available in Tranche 2. The second tranche will be subject to future guidance and application processes, however the same funding criteria and conditions are expected to apply."
4	Confirm that any eligible amount not included in an initial Tranche 1 proposal remains available for follow-up proposals.	Refer to #3 above
5	Confirm if there is a separate process for the follow-up proposal or this can only be included with the Tranche 2 proposal submission in 2024.	Refer to #3 above.  The Project Substitution process could be used to access funds up to the Tranche 1 maximum amount should the original Funding Proposal/Agreement be for less than the Tranche 1 maximum funding allowable.
6	The wording indicates that Tranche 1 proposals need to be either accepted, or a Waiver issued, by 30 September 2022. This presumably means that the proposal must be lodged prior to this to allow for assessment by DIA. Has this earlier date been defined?	If a proposal is received by 30 September but not approved within that timeframe, then DIA would consider issuing a Waiver, as no earlier date was specified in the guidance. Waivers are at the discretion of DIA and would need to be considered on a case-by-case basis. We encourage councils to engage early with CIP to get applications in well before 30 September to ensure a prompt response within the specified timelines.
7	There is mention of a 'Waiver' that can be requested where a council is not able, or willing, to submit a proposal by 30 September 2022. Can you define the criteria to be used, and the process for requesting a waiver? We are aware that a number of councils will need some time to assemble their proposals and the LG elections may also influence their processes.	Waivers are at the discretion of DIA and would need to be considered on a case-by-case basis. We encourage councils to engage early with CIP to allow agencies to identify and manage those councils wishing to seek a waiver.

\* The initial FAQ response document (27 May 2022) incorrectly stated that Tranche 2 funding could be applied to fund projects for expenditure beyond 30 June 2027.

## Better Off Support Package: Frequently Asked Questions 27 May 2022 (2 of 3)

FAQ#	Question	Response
8	If a Tranche 1 proposal has not been submitted by 30 September 2022, or a waiver issued, does the council lose its eligibility for the Tranche 1 funding? Does this impact on availability of the separately defined Tranche 2 funding?	Refer to Funding Agreement ... "These conditions precedent must either be satisfied (in the opinion of DIA) or waived by DIA (at its sole discretion) by 30 September 2022. In the event that they are not satisfied or waived within that time, DIA may notify the Recipient that this Agreement has not come into effect and is null and void."  If the conditions are not met by 30 Sep 22, then as above with unallocated Tranche 1 funding the LTA's tranche 1 funding would be added to their Tranche 2 funding and can be applied for in 2024.  Councils do not lose their tranche 1 funding - but they would not be able to access these funds until tranche 2 is available (1 Jul 24) if they do not participate in tranche 1.
9	We anticipate that some projects that could be considered may trigger the special consultation requirements of the LGA. If this becomes apparent and impacts on a council's ability to lodge a Proposal can an extension be granted in these circumstances?	If councils wish to consult, or if approval of a funding application is held up (e.g. as issues are worked through with mana whenua), then this could be grounds for a waiver. Waivers are at the discretion of DIA and would need to be considered on a case-by-case basis. We encourage councils to engage early with CIP and get applications in well before 30 September to ensure a prompt response within the specified timelines.
10	The Guide includes that the funding can be used to '___ accelerate, scale-up and /or enhance ___' an already planned investment. Can you confirm if the entire project is eligible for funding or only the additional cost associated with the enhancement?	The Better Off Funding Apr-22 guidance document (page 7 of 19) says  "Funding proposals must be for: • new initiatives/projects; and/or • to accelerate, scale up and/or enhance the quality of planned investment"  Only the additional cost can receive Better Off funding unless a new (unfunded) initiative/project or exemption granted by DIA, however if funding is used to bring forward an entire project from years 4-10 of the LTP then the full amount is eligible.
11	At this time of rapidly increasing infrastructure construction costs we expect that councils will identify projects where the LTP budget no longer aligns with the actual expected construction costs.  Could a council apply for these additional costs even if the scope of the project is relatively unchanged?	Yes, the cost increase can be applied for Better Off Funding provided the project meets the Better Off funding criteria
12	Can the 10% upfront payment be used to provide rolling programme liquidity and each monthly claim be for all actual invoices paid in the previous period?	Yes, provided that the 10% working capital is fully itemised and allocated to projects before at a future point.



## Better Off Support Package: Frequently Asked Questions 27 May 2022 (3 of 3)

FAQ#	Question	Response
13	If a Council participates, i.e. sign up and takes the money, will this still allow Council to be opposed to the Three waters reform?	DIA acknowledges the importance of councils independently expressing their views of the reform programme. The Funding Agreement for the better off package does not prevent or prohibit councils from doing this. For the avoidance of doubt, publicly criticising or expressing opinions on reform cannot reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of the Department or the New Zealand Government, and would not represent a breach of the funding agreement.
14	Transition Support Arrangements: The agreement requires the recipient to provide the collaboration and co-operation requested. There is then reference to CCOs involved in the delivery of water services. Does the obligation apply to both the council and the CCO if there is a CCO involved?	Yes, this obligation applies to both councils and CCOs.
15	It is noted that the Council election is scheduled for a week after the 30 September deadline for Tranche 1. If a council believes its decision-making process is compromised by the impending election can an extension be granted?	Waivers are at the discretion of DIA and would need to be considered on a case-by-case basis. Councils should engage early if there is a risk to achieving the 30 September timeframe.
16	Can you confirm if it is intended that projects must be wholly contained within each of the 2 tranches or if overlaps are permitted? This more specifically relates to projects that are partially completed in Tranche 1 and depend on Tranche 2 funding to achieve completion.	This would be permissible. DIA encourages councils to take an integrated approach, looking at opportunities that could be funded across both tranches where that makes sense.
17	We understand that projects that have '... previously been submitted and reviewed through another contestable funding source ...' can be included in the proposal.  We presume this could include the expansion or enhancement of projects that have been approved by the source or re-submission of projects that have been declined, in whole or in part.	Yes, provided they meet Better Off funding criteria.
18	Could we use part (say 1/3) of the Tranche 1 funding to subsidise our road maintenance contract? We have received tenders that are significantly above budget, and we have no other "potential" funding source.	BAU road maintenance would not meet Better Off criteria. The LTA would be better to use Better Off funding to fund projects within their plan that do meet the Better Off Fund criteria - like enhancing a local park or community facility - and then use that funding freed up for the roading maintenance.  Councils should work through issues like this with their appointed CIP Relationship Manager.



**Te Tari Taiwhenua  
Internal Affairs**

45 Pipitea Street  
Wellington  
Phone 0800 25 78 87  
dia.govt.nz

2 September 2022

Lance Vervoort  
Chief Executive  
Hamilton City Council  
[CEO@hcc.govt.nz](mailto:CEO@hcc.govt.nz)

Tēnā koe Lance

I write to you in response to your letter dated 24 August 2022 seeking an extension to the application period for the first tranche of 'better off' funding.

**Considerations relating to 'no worse off' funding, transitional costs and three waters debt**

Officials from the Department of Internal Affairs (the Department) met with council staff this week to discuss the matters raised in your letter. This conversation covered:

- Stranded costs after the transfer of three waters functions and that the allocation out of the announced \$150 million stranded costs component of 'no worse off' funding is inadequate. The Department advised that we are working through the methodology and framework for review of unallocated stranded costs and sustainability funding (i.e., the remaining \$350 million balance under the funding package).
- The potential for the Department to work through with the council an in-depth review of the council's three waters debt calculation. We will engage with the council shortly on this.
- Providing the three waters RFI template to the council early, to enable discussions on three waters financials and stranded overheads to progress. We plan to provide this to the council in mid-September.

The transfer of three waters functions, assets and debt is a complex matter that will require ongoing engagement between the Department and council over the next 22 months. We will work through these components with you, with a review of 30 June 2022 financials being an important starting point for discussions.

**Request for an extension to the submission timeframe for tranche 1 of 'better off' funding**

The council requested an extension for the submission deadline to 30 June 2023. We note the reasons for this request being:

- The recent adoption of the council's climate change strategy, which will provide a lens to support and inform the initiatives that will ultimately make up the council's application.
- The expectation for a number of new councillors to be appointed following local Government elections.
- The council has significant infrastructure programmes already underway.
- A desire to link the better off funding to the Annual Plan 2023/24 process of consultation and project development.

We acknowledge the pressures facing the council and wish to ensure you have sufficient time to formulate your proposal, to get a good outcome for your communities. We agree to extend the application period to 28 February 2023 in the first instance. The intention is that this extension will allow the council time to further develop its annual planning processes, and to provide the opportunity to wrap the development of 'better off' projects into this process.

We also acknowledge that more time may be needed for the council to develop and finalise its proposal and will be happy to discuss a further extension closer to that time.

Please do keep in touch over this period to let us know how things are progressing.

Nāku noa, nā

Michael Mills  
**Acting Executive Director, Three Waters Reform  
Local Government Branch**

# Council Report

**Committee:** Council **Date:** 15 December 2022  
**Author:** Hannah Windle **Authoriser:** Blair Bowcott  
**Position:** Special Projects Manager **Position:** General Manager Growth  
**Report Name:** Hamilton City Council's Submissions to the Natural and Built Environment Bill and the Spatial Planning Bill

<b>Report Status</b>	<i>Open</i>
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## Purpose - *Take*

1. To seek approval from the Council on the development and approval process for Hamilton City Council's submissions on the recently introduced Natural and Built Environment Bill and the Spatial Planning Bill.

## Staff Recommendation - *Tuutohu-aa-kaimahi*

2. That the Council:
  - a) receives the report;
  - b) delegates that the Mayor, the Deputy Mayor, the Chair of the Strategic Growth and District Plan Committee and the Chair of the Economic Development Committee work with staff to develop and finalise the Council submissions to the Natural and Built Environment Bill and the Spatial Planning Bill;
  - c) approves the Mayor to sign off Council's final submissions;
  - d) notes that Council may input into collaborative submissions with other metro councils and Future Proof partners;
  - e) notes that a draft of each Council submission will be circulated to Elected Members and Maangai Maaori for feedback;
  - f) notes that the submissions will request the opportunity for representatives to speak in support of the Council's written submissions at the hearings of Parliament's Environment Select Committee;
  - g) notes Council's representatives at the of Parliament's Environment Select Committee hearings will include the Mayor, the Deputy Mayor, the Chair of the Strategic Growth and District Plan Committee, the Chair of the Economic Development Committee, the General Manager Growth, or the City Planning Unit Manager; and
  - h) notes that the approved submissions will be uploaded to Parliament's website by the 30 January 2023 submission closing date, and then subsequently uploaded to Hamilton City Council's website.

## Executive Summary - *Whakaraapopototanga matua*

3. On 15 November 2022, the Government introduced its replacement for the Resource Management Act (RMA) in the form of two pieces of legislation:
  - i. The **Natural and Built Environment Bill** ([refer here](#)), which will repeal and be the main replacement for the Resource Management Act 1991 to protect and restore the environment while better enabling development. It will work in tandem with the Spatial Planning Bill; and
  - ii. The **Spatial Planning Bill** ([refer here](#)), which provides for the development and implementation of long-term, strategic spatial planning across New Zealand through the development of regional spatial strategies.
4. A third Bill, the **Climate Adaptation Bill**, will address complex issues associated with managed retreat, and funding and financing climate adaptation. This Bill is due to be released later in 2023.
5. In 2021, the **Natural and Built Environment Bill - Parliamentary Paper on the Exposure Draft**, was released for stakeholder and public feedback before being introduced to Parliament. Council made a submission to the Exposure Draft on 4 August 2021, which was approved on 29 July 2021 by the Strategic Growth Committee - [refer here](#).
6. Council also made a submission on 16 November 2021 to the **Resource Management (Enabling Housing Supply and Other Matters) Amendment Bill** - [refer here](#).
7. Council also made a submission on 24 February 2022 to the **Transforming Aotearoa New Zealand's Resource Management System - Our Future Resource Management System - Materials for Discussion (November 2021 Discussion Document)** [refer here](#).
8. Staff will develop draft Council submissions to the new legislation. Given the upcoming Christmas / New Year holiday period and the submission closing date of 30 January 2023, it is recommended that the draft submissions be approved by the Mayor, the Deputy Mayor, the Chair and Deputy Chair of the Strategic Growth and District Plan Committee and the Chair of the Economic Development Committee.
9. Staff note that on 29 November 2022, LGNZ and Taituarā sent a joint letter to Parliament's Environment Committee seeking an extension to the official 30 January 2023 submission closing date through to 20 February 2023. At the time of writing this report, the outcome of that request is not known.
10. Hamilton City Council, together with other Metro Councils have also sent a letter to Parliament's Environment Committee requesting an extension to the official 30 January 2023 submission closing date through to 20 February 2023.
11. Staff consider the decision has low significance and that the recommendations comply with the Council's legal requirements.

## Background - *Koorero whaimaarama*

12. In 2019, the Government appointed an expert panel led by the Hon Tony Randerson KC to review the Resource Management Act.
13. During 2019 and 2020, the panel consulted on issues and options for reform. It published its comprehensive review of the resource management system in July 2020.
14. In February 2021, the Government announced it would repeal the RMA and enact new legislation based on the recommendations of the panel.
15. In June 2021, the Natural and Built Environment Bill – Parliamentary Paper on the Exposure Draft was released for stakeholder and public feedback before being introduced to Parliament.

16. On 15 November 2022, the Government introduced two pieces of legislation. The Natural and Built Environment Bill will repeal and replace the Resource Management Act 1991 and work in tandem with the Spatial Planning Bill.
17. The closing date for submissions to both Bills is 30 January 2023 (noting that on 29 November 2022, LGNZ and Taituarā sent a joint letter to Parliament's Environment Committee seeking an extension to the official 30 January 2023 submission closing date through to 20 February 2023).
18. Hamilton City Council, together with other Metro Councils, has also sent a letter seeking an extension to the submission period.

### Discussion – *Matapaki*

19. Hamilton City Council has provided feedback on the reform of the Resource Management system at multiple points over the last few years.
20. Hamilton City council has supported the broad objectives of the reform but – notwithstanding this support – has wider concerns with the new Bills in their current state. Those concerns primarily relate to:
  - i. the reduced role and function of local government in plan making;
  - ii. the diluted voice of metropolitan authorities in proposed regional planning committees; and
  - iii. the creation of a new organisation called a Planning Secretariat to prepare and produce plans in the absence of effective local representation.
21. The Bills, combined with the broader reform agenda, represent a system change for the planning and investment framework for New Zealand.
22. Other key themes that continue to be of concern include:

Key Theme	Detail
i. The need for metro/urban planning to remain separate from wider regional planning given the unique issues experienced by growth areas	a) Hamilton benefits from taking a one metro view and focusing on urban issues in an integrated manner.
ii. The detail, workability and implementation of regional spatial strategies (RSSs) and how they will be developed	a) RSSs need to incorporate/reflect the Hamilton experience in terms of the Future Proof Strategy (and Metro Spatial Plan); b) In areas that are not growing, the purpose and value of RSSs rapidly diminishes; c) The Waikato sub-region has demonstrated agility in the development of Future Proof despite it not being a legislative requirement.
iii. Representation and function of proposed joint committees	a) The potential loss of local democratic decision-making and input into the plan-making process; b) Resourcing and management are likely to become unwieldy and larger territorial local authorities might be underrepresented; c) The lessons from Auckland (pre-amalgamation) in relation to joint committees.

Key Theme	Detail
iv. Role of Local Government	a) Having clear ownership of any plan increases the likelihood of successful implementation; b) Splitting out plan-making functions from local authorities is a significant change; c) The units of local government in New Zealand are already relatively large compared to international examples.
v. Maintaining local voice and placemaking if planning functions are regionalised	
vi. Funding the outputs of the new plans and giving effect to them through current LGA processes	
vii. Whether the proposals will deliver on the reform objectives of less complexity and better outcomes	

### Development of Hamilton City Council's Draft 1 Submissions to both Bills

23. Staff will commence developing Council's draft submission to each Bill. The content will primarily be based on the position and points outlined in Council's submissions to:
  - i. the Natural and Built Environment Bill – Parliamentary Paper on the Exposure Draft; and
  - ii. Transforming Aotearoa New Zealand's Resource Management System – Our Future Resource Management System – Materials for Discussion (November 2021 Discussion Document).
24. The draft submissions will also focus on key points raised throughout the reform process that have not been addressed in the two new Bills.
25. In addition to Council's individual submissions, it is likely that key themes will be developed and shared with other Metro Councils outlining key points of interest in relation to the issues and opportunities facing growth areas that need to be recognised in the new legislation.
26. An additional submission, developed with Future Proof local government partners, is also likely, that reinforces the robust metro-scale planning that has already occurred across the Hamilton-Waikato sub-region and the need to acknowledge this in the future resource management system.
27. The draft submissions will also note that Hamilton City Council would like to speak in support of its submissions at the hearings of Parliament's Environment Select Committee.

### Options

28. Although the Council has no obligation to make a submission, staff recommend making a submission to the Natural and Built Environment Bill and the Spatial Planning Bill to ensure Council's views are considered by Government.

### Financial Considerations - *Whaiwhakaaro Puutea*

29. The staff cost to develop the draft submissions is met within existing budgets.

### **Legal and Policy Considerations - *Whaiwhakaaro-aa-ture***

30. Staff confirm that the recommendations in this report comply with the Council's legal and policy requirements.
31. Staff have considered the key considerations under the Climate Change Policy and have determined that an adaptation assessment and emissions assessment is not required for the matter(s) in this report.

### **Wellbeing Considerations - *Whaiwhakaaro-aa-oranga tonutanga***

32. The purpose of Local Government changed on 14 May 2019 to include promotion of the social, economic, environmental and cultural wellbeing of communities in the present and for the future ('the 4 wellbeings').
33. The subject matter of this report has been evaluated in terms of the 4 wellbeings during the process of developing this report as outlined below.
34. The recommendations set out in this report are consistent with that purpose.

#### **Social**

35. Social wellbeing is defined as the capacity of individuals, their families, whaanau, iwi, haapu and a range of communities to set goals and achieve them.
36. The proposed new system aims to deliver well-functioning urban and rural areas that are responsive to the diverse and changing needs of people and communities, and seeks to enable people and communities to use the environment in a way that supports the well-being of present generations without compromising the wellbeing of future generations.
37. Council's submission is intended to assist Parliament's Environment Select Committee and the Ministry for the Environment in refining the Natural and Built Environment Bill and the Spatial Planning Bill.

#### **Economic**

38. Economic wellbeing is defined as the capacity of the economy to generate employment and wealth necessary for present and future financial security.
39. The new Bills represent a shift from the RMA's 'sustainable management' focus towards an outcomes-based approach, with an emphasis on ensuring that positive outcomes for the environment are identified and promoted rather than just enabling development where adverse effects can be avoided, remedied, or mitigated.

#### **Environmental**

40. Factors that make our cities more liveable (e.g. accessible public transport, great walking and cycling opportunities, ample green spaces and housing with access to services and amenities) can also help reduce our carbon footprint, increase resilience to the effects of climate change and protect ecosystems.
41. Elected Members recently agreed the Vision to shape Hamilton as a green city.
42. The Bills build on the paradigm shift proposed under the Report of the Resource Management Review Panel.
43. The Panel recommended a new system for environmental protection and resource management which focuses on delivery of outcomes through setting targets and non-negotiable limits to enhance, protect, restore and improve the natural and built environment.

## Cultural

44. A key focus of the new legislation is a central role for iwi/Māori and improved recognition of Te Tiriti o Waitangi.
45. The new resource management system has been designed to achieve 5 key objectives, one of these being *“To give effect to the principles of te Tiriti o Waitangi and provide greater recognition of te ao Māori, including mātauranga Māori”*.

## Risks - *Tuuraru*

46. There are no known risks associated with the decisions required for this matter.

## Significance & Engagement Policy - *Kaupapa here whakahira/anganui*

### Significance

47. Staff have considered the key considerations under the Significance and Engagement Policy and have assessed that the matter(s) in this report has/have a low level of significance.

### Engagement

48. Given the low level of significance determined, the engagement level is low. No engagement is required.

## Attachments - *Ngaa taapirihanga*

There are no attachments for this report.



# Council Report

**Committee:** Council **Date:** 15 December 2022

**Author:** Julie Clausen **Authoriser:** Sean Hickey

**Position:** Unit Manager Strategy and Corporate Planning **Position:** General Manager Strategy and Communication

**Report Name:** Consideration of a Targeted Rate for Climate Change Programme

<b>Report Status</b>	<i>Open</i>
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## Purpose - *Take*

1. To inform the Council on the action taken in regard to the 10 May 2022 Environment Committee resolution requesting staff to report back on options for funding climate change initiatives in the 2023-24 Annual Plan, including the option of a targeted rate.

## Staff Recommendation - *Tuutohu-aa-kaimahi*

2. That the Council:
  - a) receives the report; and
  - b) notes that staff presented information on the options for funding climate change initiatives in the 2023-24 Annual Plan, including the consideration of a targeted rate to the 7 December 2022 Council Workshop.

## Executive Summary - *Whakaraapopototanga matua*

3. The Environment Committee of 10 May 2022 requested staff to prepare options for funding climate change initiatives in the 2023-24 Annual Plan.
4. Staff presented information on the options for funding climate change initiatives at the 7 December 2022 Council Workshop.
5. Staff consider the matters in this report have low significance and that the recommendations comply with the Council's legal requirements.

## Background - *Koorero whaimaarama*

6. The following resolution from Environment Committee of 10 May 2022 noted that we require an urgent and significant step change in the scale and speed at which we are responding to climate change and requested staff to prepare options for funding climate change initiatives in the 2023-24 Annual Plan, including a targeted rate and Better Off funding.
7. The resolution from the Chair's Report is as follows:

*That the Environment Committee:*

- a) receives the report;

- b) *notes that we require an urgent and significant step change in the scale and speed at which we are responding to climate change;*
  - c) *requests staff to prepare options for funding climate change initiatives in the 2023-24 annual plan, including a targeted rate and 'better off' funding;*
  - d) *requests the CE to report back to this committee with a plan for;*
    - i) *building the organisation's capacity over the next year to deliver on the climate strategy, policy and action plan, including any resourcing required;*
    - ii) *seeking partnership and co-funding opportunities; and*
  - e) *requests staff prepare proposals for the 2024-34 Long Term Plan that align with the targets that are approved by elected members in the climate strategy/action plan.*
8. The information on this matter was presented to a Council briefing on the 7 December 2022.
  9. On 4 December 2022, it was announced that Council is receiving a one-off grant of \$43.73 million from Waka Kotahi NZ Transport Agency to fund the Transport Choices programme, to help Hamilton reduce transport emissions through mode shift to active and public transport options. The grant will fund a range of projects across strategic biking and micromobility, walkable neighbourhoods, public transport, and healthy school travel.
  10. Council applied to fund over 40 projects, all focused on reducing emissions through moving people around our city in a more sustainable way. A number of these projects are already supported by Waka Kotahi, as they have been allocated part-funding by both the Agency and Council. The projects covered under this funding will go through public consultation and preliminary design in early 2023, with construction starting from mid-2023 through to mid-2024.
  11. The funding will help deliver on Council's climate change strategy, Our Climate Future: Te Pae Tawhiti o Kirikiriroa. Hamilton aims to reduce its overall emissions by at least 30% by 2030, which includes transport as well as other emissions sources such as industry and business, waste, homes, and agriculture. In May 2022, the Government released its first Emissions Reduction Plan, Tu hau maarohi ki anamata, which calls for a 41% reduction in transport emissions by 2035. Transport in Hamilton currently makes up about 64% of the city's total emissions.

### **Discussion – Matapaki**

12. The information on this matter was presented to a Council briefing on the 7 December 2022. This covered three options:
  - i. Targeted rate introduced in 2023-24.
  - ii. Targeted rate introduced in 2024-34 Long-term Plan.
  - iii. Use of Better Off Fund for initiatives in 2023-24.

#### **Option: Targeted rate introduced in 2023-24**

13. Targeted rates are used to pay for an activity, or groups of activities as identified in Council's Funding Impact Statements, included within the Long-Term Plan. A targeted rate can be set on all rateable land in the city, or on different categories of rateable land.
14. A rate must be set in accordance with the Long-Term Plan unless Council is satisfied that the rate is required to meet an unforeseen and urgent need for revenue that cannot be met by any other means. The threshold to meet the exception is high and not commonly used.

15. The introduction of a targeted rate for climate change initiatives would not meet this threshold and therefore the introduction of a targeted rate for climate change initiatives could only be set if Council undertook a 2023-24 amendment to the Long-Term Plan.
16. The amendment requires Council to use the Special Consultative Procedure (SCP) and the consultation document must outline the options and Council's preferred choice, along with the implication on rates. The consultation document must be audited by Council's external auditors (Audit NZ) before it can be released.
17. Council can undertake an amendment to the Long-Term Plan alongside the Annual Plan process and produce a combined consultation document which must meet the LTP amendment requirements, and then consulted on using the special consultative process.
18. Audit NZ have advised an amendment to the LTP would be a high priority for Audit and would need be advised of the requirement prior to the end of 2022 to book in the audit process.
19. Audit NZ would require two to three weeks to audit the consultation document and underlying information, then it would undergo a hot review process with the Office of the Auditor General and potentially a review committee meeting to get the audit opinion agreed. Audit would require a further one to two weeks to review any feedback received from the consultation document and any changes that may flow into the final LTP post consultation.
20. To meet this timeframe, Council will have to have the completed consultation document and supporting information (assumptions underlying the forecast information and forecast financial statements) covering both the amendment (for the targeted rate and changes to related policies) and the 2023-24 Annual Plan prepared for Audit NZ by early February 2023.
21. The policies that will need to be reviewed and revised are:
  - i. Rating Policy
  - ii. Rates Remission and Postponement Policy
  - iii. Funding Impact Statements
  - iv. Funding Needs Analysis
  - v. Revenue and Financing Policy.
22. Audit NZ have estimated that their fees could be as much as \$60,000, excluding GST and disbursements.
23. A specific targeted rate relating to climate change is a new concept and has the potential to be challenged by the community. To mitigate this risk, a robust legal review of the new rate, documents and implementation will be required. We estimate this cost to be no less than \$20,000, excluding GST and disbursements.
24. An estimate of the cost for the introduction of a targeted rate, excluding staff time, is \$115,000. This consists of consultation document design and publication estimated at \$10,000, engagement campaign estimated at \$25,000, legal review estimated at \$20,000 and Audit NZ fee of at least \$60,000. It is estimate it will take approximately 640 staff hours for the complete process and as this is in addition to the current work programme, additional external resource may be required.
25. Depending on the structure of the targeted rate, for every \$1 of targeted rate, \$62,000 to \$70,000 in revenue is generated.

**Option: Targeted rate introduced in the 2024-34 Long-term Plan**

26. Council can introduce a targeted rate for a climate change programme as part of the 2024-34 Long-Term Plan process. As part of the development of the 2024-34 Long-Term Plan development a full list of options and initiatives for climate change action will be presented to Council.
27. Information currently being prepared in 2022-23 year such as the emissions pathway and risk assessment will be available to be used in determining climate change initiative priorities.

**Option: Use of Better Off Fund for initiatives in 2023-24**

28. Council may consider the use of some of the potential grant from the Better Off Fund to fund immediate action in 2023-24 and this could be included in the 2023-24 Annual Plan.
29. Staff recommend that immediate action could be delivered through two programmes of work:
  - i. Corporate Sustainability programme focused on implementing sustainability and emissions reduction actions across Council, including adding in initiatives to existing renewals projects. The programme will cost \$350,000 per year for three years consisting of one staff resource and \$200,000 for initiatives. This delivers to Our Climate Future Strategy – Outcome One: by acting together, our emissions are reducing.
  - ii. Development of a community and business education programme, plus a fund for community projects administrated through Council's existing grant programme, and further roll out of the small business emissions reduction programme. The programme will cost \$400,000 per year for three years consisting of one staff resource, \$100,000 for education materials and development, and \$200,000 for climate change grants. This delivers to Our Climate Future Strategy – Outcome One: support our business and community through the low carbon transition and to reduce their emissions.

**Financial Considerations - *Whaiwhakaaro Puutea***

30. The costs to undertake an amendment to the Long-Term Plan is not currently a budgeted item within existing work programmes. The impact would be additional external costs in the order of \$115,000 and additional staff resource to undertake the work.

**Legal and Policy Considerations - *Whaiwhakaaro-aa-ture***

31. Staff confirm that the noting recommendation complies with the Council's legal and policy requirements.

**Wellbeing Considerations - *Whaiwhakaaro-aa-oranga tonutanga***

32. The purpose of Local Government changed on the 14 May 2019 to include promotion of the social, economic, environmental and cultural wellbeing of communities in the present and for the future ('the 4 wellbeings').
33. The subject matter of this report has been evaluated in terms of the 4 wellbeings during the process of developing this report.
34. The recommendations set out in this report are consistent with that purpose.

**Risks - *Tuuraru***

35. There are no known risks associated with the noting recommendation of this report.

## **Significance & Engagement Policy - *Kaupapa here whakahira/anganui***

### **Significance**

36. Given the statutory requirement to consult on a target rate introduced via a long-term plan amendment, staff have not considered the key considerations under the Significance and Engagement Policy.

### **Engagement**

37. There is statutory requirement to consult on a long-term plan amendment.

## **Attachments - *Ngaa taapirihanga***

Attachment 1 - Our Climate Future - Current Planned Implementation Response

# Our Climate Future: Te Pae Tawhiti o Kirikiriroa

## Current planned implementation actions:

### Outcome 1 – by acting together, our emissions are reducing

Focus area	Being delivered in 2022-23	Actions to be delivered in 2023-24	Additional opportunities for 2023-24
Establish and implement emissions reduction pathways for our city and our organisation's emissions:	<ul style="list-style-type: none"> <li>An emissions 2021-22 profile and trajectory for Hamilton</li> <li>An emissions reduction roadmap for Hamilton City Council</li> <li>Fleet strategy, focusing on emissions reduction, being implemented</li> </ul>	<ul style="list-style-type: none"> <li>Create emissions pathway with proposed 2024-2034 Long Term Plan projects. Implement actions in Hamilton City Council emissions reduction roadmap</li> <li>Review of our biosolid disposal</li> </ul>	<ul style="list-style-type: none"> <li>Corporate Sustainability programme – new programme for consideration in 2023-24</li> </ul>
Support our businesses and community through the low-carbon transition and to reduce their emissions.	<ul style="list-style-type: none"> <li>Provide an emissions measurement tool, to the community</li> <li>Support a pilot being delivered by GoEco to help small business to reduce their emissions</li> <li>Sponsor the Climathon which will occur in June/July.</li> </ul>	<ul style="list-style-type: none"> <li>Expanded waste education program</li> </ul>	<ul style="list-style-type: none"> <li>Community and business education programme, fund for community projects, further role out of small business emissions reduction programme - new programme for consideration in 2023-24</li> </ul>
Develop a low-emissions transport network and system	<ul style="list-style-type: none"> <li>Biking and micromobility business case approval from Waka Kotahi</li> <li>Low cost low risk programme walking and cycling upgrades</li> <li>Eastern pathways project – commence delivery</li> <li>Te awa cycle extension</li> </ul>	<ul style="list-style-type: none"> <li>Cycling and Walking projects – mostly capital works</li> <li>Travel planning, schools, work, and neighbourhoods</li> <li>Biking and micro-mobility business case implementation</li> <li>Walking and biking connections</li> <li>Transport Centre upgrade</li> </ul>	<ul style="list-style-type: none"> <li>Annual Plan proposals: <ul style="list-style-type: none"> <li>Increased level of service for cycle lanes</li> <li>Increase resource for walking and cycling safety education campaigns</li> <li>Targeted walking and cycling safety</li> </ul> </li> </ul>

Focus area	Being delivered in 2022-23	Actions to be delivered in 2023-24	Additional opportunities for 2023-24
	<ul style="list-style-type: none"> <li>Public transport infrastructure improvements</li> <li>Electric vehicle charging infrastructure and collaboration with other Councils</li> </ul>	<ul style="list-style-type: none"> <li>Public transport infrastructure – low cost low risk</li> </ul>	<p>Climate Emergency Relief Fund projects, currently awaiting official confirmation of funding:</p> <ul style="list-style-type: none"> <li>Strategic cycling and micromobility</li> <li>Walkable neighbourhoods</li> <li>Public Healthy school travel</li> </ul>
Make Hamilton a centre of excellence for climate response innovation	<ul style="list-style-type: none"> <li>Building relationships with key business and industry partners</li> </ul>		
Embed circular economy principles in all activities	<ul style="list-style-type: none"> <li>Start 2018-2024 Waste Management and Minimisation Plan review</li> <li>Encouraging schools and businesses to visit education centre</li> </ul>	<ul style="list-style-type: none"> <li>Finalise and approve new Waste Management and Minimisation Plan</li> </ul>	

## Outcome 2 – Our neighbourhoods enable low carbon living

Focus area	Being delivered in 2022-23	Actions to be delivered in 2023-24	Additional opportunities for 2023-24
Create a 20-minute City of compact, connected and healthy neighbourhoods	<ul style="list-style-type: none"> <li>Hamilton Urban Growth Strategy review and approval</li> <li>District Plan change 12 – Growing Up notification and hearings</li> </ul>	<ul style="list-style-type: none"> <li>Hamilton Urban Growth Strategy implementation</li> <li>District Plan change 12 – Growing Up – plan change will become operative</li> </ul>	
Enable low-carbon infrastructure and buildings and opportunities for renewable energy solutions	<ul style="list-style-type: none"> <li>Inventory of current council building efficiency</li> <li>Identify tools and levers available to influence low carbon buildings and infrastructure</li> </ul>		
Support community sharing networks to reduce emissions and enable other co-benefits	<ul style="list-style-type: none"> <li>Stocktake of community networks and identify opportunities for the sharing economy to grow</li> </ul>		



**Outcome 3 – Our city is ready for Hamilton’s climate**

Focus area	Being delivered in 2022-23	Actions to be delivered in 2023-24	Additional opportunities for 2023-24
Build the right things in the right place to reduce our climate risk exposure	<ul style="list-style-type: none"> <li>Collate climate change data and information to support consistent understanding across Council</li> </ul>	<ul style="list-style-type: none"> <li>City climate change risk assessment</li> </ul>	
Future-proof existing and new infrastructure to be climate resilient	<ul style="list-style-type: none"> <li>Review climate change risk considerations in Activity Management Plans</li> </ul>	<ul style="list-style-type: none"> <li>Continue review of climate change risk considerations in Activity Management Plans</li> <li>Comprehensive stormwater plans</li> </ul>	
Improve our community’s resilience and reduce the impacts of climate change on their wellbeing	<ul style="list-style-type: none"> <li>Peacocke climate resilience booklet</li> <li>Council climate change risk assessment</li> </ul>	<ul style="list-style-type: none"> <li>Second climate resilience booklet</li> </ul>	
Build the right things in the right place to reduce our climate risk exposure	<ul style="list-style-type: none"> <li>Collate climate change data and information to support consistent understanding across Council</li> </ul>	<ul style="list-style-type: none"> <li>City climate change risk assessment</li> </ul>	
Future-proof existing and new infrastructure to be climate resilient	<ul style="list-style-type: none"> <li>Review climate change risk considerations in Activity Management Plans</li> </ul>	<ul style="list-style-type: none"> <li>Continue review of climate change risk considerations in Activity Management Plans</li> <li>Comprehensive stormwater plans</li> </ul>	
Improve our community’s resilience and reduce the impacts of climate change on their wellbeing	<ul style="list-style-type: none"> <li>Peacocke climate resilience booklet</li> <li>Council climate change risk assessment</li> </ul>	<ul style="list-style-type: none"> <li>Second climate resilience booklet</li> </ul>	

# Council Report

Item 14

**Committee:** Council  
**Author:** Kyall Foley  
**Position:** Environmental Policy Analyst  
**Date:** 15 December 2022  
**Authoriser:** Eeva-Liisa Wright  
**Position:** General Manager  
Infrastructure Operations  
**Report Name:** Hamilton Trade Waste and Wastewater Bylaw Review - Statement of Proposal

Report Status	Open
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## Purpose - *Take*

1. To inform the Council of the review of the Trade Waste and Wastewater Bylaw 2016.
2. To seek approval from the Council to consult the public on the proposal to continue the Hamilton Trade Waste and Wastewater Bylaw.

## Staff Recommendation - *Tuutohu-aa-kaimahi*

3. That the Council:
  - a) receives the report;
  - b) approves **Option 1** - the Hamilton Trade Waste and Wastewater Bylaw Statement of Proposal (**Attachment 2**) and proposed draft Bylaw (**Attachment 3**) for consultation under section 83 of the Local Government Act 2002; and
  - c) approves public consultation for two months from 17 January 2023 to 17 March 2023 on the Hamilton Trade Waste and Wastewater Bylaw Statement of Proposal (**Attachment 2**).

## Executive Summary - *Whakaraapopototanga matua*

4. The Council has legislative obligations under the Local Government Act 2002 (LGA), Resource Management Act 1991 (RMA), Waikato River Settlement Act 2010 and other legislation to ensure that the trade waste and wastewater is managed in a way that promotes the protection of public health, the natural environment and wastewater assets from damage, misuse or loss.
5. The existing Hamilton Trade Waste and Wastewater Bylaw (the Bylaw) was adopted in 2016 and is required to be reviewed five years after adoption. If the Bylaw review is not completed by 28 July 2023, it will be automatically revoked under section 160A of the LGA.
6. On [8 June 2021](#), Council determined a bylaw was the best way to manage trade waste and wastewater in Hamilton and [approved the preparation of a Statement of Proposal](#) for a reviewed Bylaw.
7. Staff have worked with internal stakeholders, iwi, and sub-regional partners to review the Bylaw. The issues raised as part of the review are listed in paragraph 23 and detailed within **attachment 1** of this report.

8. At this time, staff only recommend making minor changes to the Bylaw to reflect outdated legal references. The review has told us:
  - a) aside from outdated legal references and changes to further recognise Waikato Tainui's relationship with the Waikato River, the current form of the Bylaw adequately addresses most of the issues raised by stakeholders
  - b) Other regulatory tools are available to manage the issues more appropriately (such as other bylaws, policies, technical standards, or planning regulation)
  - c) Further information gathering and engagement is required to fully understand the issues and options surrounding mortuary waste, this approach has been raised with and agreed to by Mana Whenua
  - d) The water reforms being progressed by central government is creating uncertainty for how waters-related bylaws will operate in the future, this changing context makes it difficult to ensure new measures are fit-for-purpose
9. Given the reform context, staff also recommend reviewing what response might be appropriate beyond the proposed transition date (currently 1 June 2024), should the transition to a waters services entity not go ahead.
10. Under section 160 of the LGA, Council is required to gather community feedback on the proposed continuation of the Bylaw.
11. Given the statutory requirement to consult, staff have not considered the key considerations under the Significance and Engagement Policy. The recommendations comply with Council's legal requirements.

### **Background - *Koorero whaimaarama***

12. Hamilton City Council's wastewater network consists of over 1,100 km of pipes, manholes and pump stations. This network collects and conveys private and public wastewater to the Pukete Wastewater Treatment Plant, where wastewater is treated before discharge to the Waikato River.
13. The Wastewater Treatment Plant relies heavily on biological processes to treat wastewater to comply with resource consent limits prior to discharge to the Waikato River.
14. Under the LGA, Council is empowered to make bylaws for protecting the three waters network from, damage, misuse, or loss, or for preventing the use of, the land, structures, or infrastructure associated with the management of wastewater.
15. The Hamilton Trade Waste and Wastewater Bylaw 2016 enables Council to:
  - i. protect the health and safety of people using or working in the wastewater system
  - ii. protect the wastewater system from damage and misuse
  - iii. protect the environment from adverse effects of harmful substances discharged to the wastewater system
  - iv. produce wastewater and biosolids of a consistent quality
  - v. encourage waste minimisation, cleaner production, efficient recycling and reuse of waste streams by business
  - vi. ensure that businesses maintain trade waste discharged within agreed levels
16. The Bylaw has assisted Council to meet its role and obligations in relation to:
  - i. the objectives of Te Ture Whaimana o te Awa o Waikato (The Vision and Strategy for the Waikato River) under the Waikato River Settlement Act (2010)
  - ii. section 130 of the LGA
  - iii. section 15 of the RMA, and more specifically, compliance with Council's wastewater discharge consent granted by Waikato Regional Council

- iv. the Hazardous Substances and New Organisms Act (1996)
  - v. the Health and Safety and Work Act (2015)
  - vi. the Health Act (1956)
  - vii. the Water Services Act (2021)
  - viii. the National Policy Statement for Freshwater Management 2016 (and subsequent revisions)
  - ix. maintaining and protecting Council's wastewater assets
17. The Bylaw will continue to be necessary to meet requirements of freshwater regulatory reform, climate change, and high urban development.
18. On 8 June 2021, Council determined the Bylaw is still the most appropriate resource for the management of trade waste and wastewater in Hamilton. Since then, staff have progressed the review of the Bylaw.
19. Staff also note the Government's reform of the waters industry. Government has signalled that the form of Bylaws, in relation to three waters activities, may change, and have proposed transitional provisions in the Water Services Entity Bill to enable existing Bylaws to remain through the transition period. This Bylaw is not included in these provisions as the review has already commenced.

### **Discussion - *Matapaki***

20. As part of the review of the Bylaw, staff have undertaken early engagement with both internal and external stakeholders to determine the effectiveness of the existing Bylaw and to identify any other issues that could be managed through a revised Bylaw.
21. External stakeholders staff have engaged include:
- i. Te Ngaawhaa Whakatupu Ake
  - ii. Waikato Tainui
  - iii. Industry and business partners
  - iv. Sub-regional partners (Waikato District Council and Waipā District Council)
  - v. Waikato Regional Council
22. Staff have summarised the issues identified within an issues and options assessment. This is provided as attachment 1 to this report. The purpose of this assessment is to determine whether each of the issues are understood well enough to warrant action, and if so, whether there are any alternative resources that can respond to the issue.
23. This has assisted staff in assessing the reasonably practicable options (as required under section 77(1)(a) LGA), and informs the recommendations within this report
24. The following five issues were identified as part of this assessment:
- i. Issue 1: Recognition of the relationship Waikato Tainui have with the Waikato River
  - ii. Issue 2: The discharge of mortuary waste into the Waikato River is culturally insensitive
  - iii. Issue 3: The Bylaw could provide more explicit clauses relating to the protection of the network
  - iv. Issue 4: Cost-recovery and bylaw intervention provisions could be strengthened
  - v. Issue 5: Public understanding of trade waste, wastewater and the Bylaw itself could be developed further
25. In addition to the issues, staff have considered the most recent information regarding three waters reform, and the impacts of reform on current and future bylaw reviews.
26. Hamilton City Council are required to respond to legislation. This does not just include meeting our legislative requirements, but also positioning ourselves to best respond to what is expected from central government.

27. Government have signalled that waters bylaws may be replaced by a more centralised regulatory mechanism. This creates a risk that whatever changes are made to the Bylaw are replaced or repelled on the transition date (1 July 2024).
28. Staff have also considered a legal review undertaken of the Bylaw. The legal review highlighted several references to superseded sections within legislation, or repealed legislation.
29. Taking all of this into consideration, as well as the outcomes of the issues and options assessment, staff do not consider making substantial changes to the Bylaw in response to the issues to be a reasonably practicable option in the current timeframe. Full details relating to each of the issues can be found within Attachment 1.
30. In summary:
  - a) The Bylaw adequately addresses most of the issues raised by stakeholders. There are also other regulatory or non-regulatory documents which could be leveraged to manage the issues (such as other bylaws, policies, technical standards, or planning regulation)
  - b) Further information gathering and engagement is required to fully understand the issues and options surrounding mortuary waste. This approach has been raised with and agreed to by mana whenua. Staff note that a bylaw change should only be considered once the issue is fully understood and appropriate options to manage the issue are developed
  - c) The lack of clarity of how waters-related bylaws may operate in the future, whether this is within Hamilton City Council or within a water service entity.
31. Staff consider any change to the bylaw should be kept in relation to changes in legislation (such as the addition of Te Rā Aro ki a Matariki as a non-working day), incorrect references to specific sections of legislation, or providing further recognition of Waikato Tainui's relationship with the Waikato River.
32. A Statement of Proposal (Attachment 2) and the draft Bylaw (Attachment 3) has been prepared which takes into consideration the proposed approach to the Bylaw review.

### Options

33. Staff have assessed that there are three reasonable and viable options to consider. The options are set out in the table below.

<b>Option 1</b> (recommended)	<p><i>Approve public consultation on the current Bylaw with minor amendments</i></p> <p><i>To review what response might be appropriate beyond the proposed transition date (currently 1 June 2024), should the transition to a waters services entity not go ahead.</i></p>
<b>Option 2</b>	<p><i>Approve public consultation on the current Bylaw with no amendments</i></p> <p><i>To review what response might be appropriate beyond the proposed transition date (currently 1 June 2024), should the transition to a waters services entity not go ahead.</i></p>
<b>Option 3</b>	<p><i>Do not approve public consultation on the Bylaw, instead allowing the Hamilton Trade Waste and Wastewater Bylaw 2016 to be automatically revoked under the LGA when it expires in July 2023.</i></p>

**Option 1**

34. Option 1 is to approve public consultation on the current Bylaw with minor amendments.
35. The amendments to the bylaw that are proposed as part of Option 1 will be strictly limited to ensuring alignment with external legislation.
36. Option 1 relies on the existing Bylaw and other existing regulatory and non-regulatory methods to manage issues. Given the ability of these tools, which remain available to manage the issues, as well as the existing Bylaw itself, it is considered that the risk in terms of not making specific bylaw changes is low.
37. Should Option 1 be endorsed by Council, staff also recommend the review of what response might be appropriate beyond the current proposed transition date, should the transition to a waters services entity not go ahead.
38. This is the preferred option by Staff.
39. The advantages of Option 1 include:
  - i. enabling staff to further explore and understand specific issues which are not currently fully understood (specifically, mortuary waste).
  - ii. enable staff to respond to legislation changes that can be expected before the transition date.
  - iii. ensuring that all legal references within the bylaw are up to date, reducing the risk of legal challenge.
40. There are no perceived disadvantages associated with Option 1.

**Option 2**

41. Option 2 is to approve public consultation on the current Bylaw with no amendments.
42. Similar to Option 1, this approach relies on the existing Bylaw and other existing regulatory and non-regulatory methods to manage issues.
43. Staff also recommend the review of what response might be appropriate beyond the current proposed transition date, should the transition to a waters services entity not go ahead.
44. The advantages of Option 2 include:
  - i. enabling staff to further explore and understand specific issues which are not currently fully understood (specifically, mortuary waste).
  - ii. enable staff to respond to legislation changes that can be expected before the transition date.
45. The disadvantages of Option 2 include:
  - i. Potential risk of legal challenge of clauses which reference incorrect legislation.

**Option 3**

46. Option 3 is not to approve public consultation on the Bylaw, instead allowing the Bylaw to be automatically revoked under the LGA when it expires in July 2023.
47. Allowing the Bylaw to be revoked would likely to result in Council failing to meet its obligations outlined in paragraph 15.
48. Staff do not consider there to be any clear advantage of allowing the Bylaw to be revoked.
49. In terms of disadvantages, Council will be severely limited in its ability to regulate the wastewater network. This may have consequential impacts on Councils wastewater infrastructure, and the discharge quality at Pukete Wastewater Treatment Plant.

50. In addition, Council would not be able to use the Bylaw as a framework for community education and cost recovery.

#### **Financial Considerations - *Whaiwhakaaro Puutea***

51. The total cost to complete a review on the Bylaw, including the adoption of a revised Bylaw, and any anticipated consultation is approximately \$30,000 – \$35,000. This is a regular operating activity funded in the approved 2021-31 Long-Term Plan.
52. The financial implications of Option 1 include the costs of consultation which is estimated to be \$2000-\$4000. This is provided for as part of the total cost mentioned in paragraph 50 above.

#### **Legal and Policy Considerations - *Whaiwhakaaro-aa-ture***

53. Staff confirm that Option 1 complies with the Council's legal and policy requirements. If Option 1 is approved, staff would gather feedback in accordance with the special consultative procedure outlined in section 83 of the LGA.
54. In addition, section 148 of the LGA imposes special requirements for bylaws relating to trade wastes. This includes allowing two months for owners or occupiers of trade premises to provide feedback on the proposed bylaw. This is the key reason for the proposed consultation period of two months.
55. Staff also confirm that the draft bylaw has been subject to a legal review, which has informed the proposed changes.

#### **Wellbeing Considerations - *Whaiwhakaaro-aa-oranga tonutanga***

56. The subject matter and recommendations within this report has been evaluated in terms of the four wellbeings. This assessment is outlined below.

#### **Social**

57. The review of the Bylaw and development of the Statement of Proposal considered its alignment with the following outcomes:
- i. Our city is a great place to play and be active
  - ii. Our city supports people to be healthy and happy.
58. Renewing this bylaw will mean that it would continue to act as a tool for community education on the impacts of trade waste discharge and wastewater drainage. The completion of the review ensures that the Bylaw remains as an education tool reflective of best practice principles.
59. Public consultation also supports the participation of the community in Council decision making.

#### **Economic**

60. The review of the Bylaw and development of the Statement of Proposal considered its alignment with the following outcomes:
- i. our city has a thriving, sustainable business sector and enables individual and businesses to prosper.
61. Renewing the Bylaw unchanged provides a degree of consistency for the business community, who will be familiar with the current bylaw which has had legal effect since 2016. This consistency and familiarity will enable the business community to continue to prosper.

## Environmental

62. The review of the Bylaw and development of the Statement of Proposal considered its alignment with the following outcomes:
  - i. Our city restores and protects the health and wellbeing of the Waikato River.
63. As it is currently drafted, the Bylaw contains a number of strong clauses which seek to protect the wastewater network. As a result, the Bylaw helps us better manage the impacts on the health and wellbeing of the Waikato River. Renewing the Bylaw as currently drafted ensures that these clauses remain.

## Cultural

64. The review of the Bylaw and development of the Statement of Proposal considered its alignment with the following outcomes:
  - i. our city supports the values, aspirations and growth of our taangata whenua
  - ii. our city is a place we are proud of
65. The Statement of Proposal and Bylaw is based on and supports principles and policy direction supported by Iwi to assist restoration and protection of the Waikato River and support Te Mana o te Wai.
66. Staff have worked collaboratively with Waikato-Tainui and Te Ngaawhaa Whakatupu Ake (TNWA) for this Bylaw review. Council have met with Iwi to discuss their desired outcomes.
67. Staff have discussed the prospect of proceeding with a review of the Bylaw with no or minor changes with Mana Whenua. Staff have also expressed their desire to have further engagement with Mana Whenua to understand and work collaboratively around the issue of mortuary waste.

## Risks - *Tuururu*

68. If the Statement of Proposal to consult is not approved, the Bylaw review will not be completed before the automatic revocation in July 2023. This could result in the following potential effects:
  - i. potential to increase regulatory compliance risk to Council
  - ii. the loss of a tool to manage commercial strength wastewater inputs into the wastewater network
  - iii. financial risk associated with the loss of trade waste fees
  - iv. weaker position to assist meeting Council objectives of other plans and strategies
  - v. reduced ability to achieve the objectives of the Te Ture Whaimana o te Awa o Waikato. Council will have to rely on infrastructure management, operational processes and education measures.
69. Staff also note the risk associated with the uncertainty behind government reform, and what this may mean for changes to the Bylaw. Staff consider this risk mitigated by:
  - i. limiting these to changes of legislation, and incorrect references to legislation
  - ii. reviewing an appropriate response if transition does not occur, once there is more clarity on the progression of government reform



## **Significance & Engagement Policy - *Kaupapa here whakahira/anganui***

### **Significance**

70. Given the statutory requirement to consult, staff have not considered the key considerations under the Significance and Engagement Policy to assess the significance of recommendation(s) in this report.

### **Engagement**

71. There is a statutory requirement to consult as per legislation outlined below.
72. The LGA requires the Council to consult the public, whether the scope of the review is to continue the existing Bylaw without amendment (s160(3)(b)), or to amend or replace the Bylaw (ss160(3)(a) and 156(1)). As outlined in paragraphs 52 to 54, staff are required to consult in accordance with the special consultative procedure, and for a period of two months, to ensure all legislative requirements are met in relation to consultation.
73. The legislative requirement to consult provides an opportunity for the community to have their say on the proposal to continue the bylaw unamended.
74. If the recommendations in this report are approved, staff will invite the public and stakeholders to provide formal feedback from 17 January to 17 March 2023.
75. Submitters also have an opportunity to present their views in person at the Hearings and Engagement Committee in 2023. At this meeting, staff will also present the feedback from the public.

## **Attachments - *Ngaa taapirihanga***

Attachment 1 - Summary of Issues and Options

Attachment 2 - Statement of Proposal

Attachment 3 - Draft Trade Waste and Wastewater Bylaw

## Infrastructure Operations – Three Waters

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To: Bylaw Technical Working Group

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From: Kyall Foley – Environmental Policy Analyst, Three Waters

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Subject: Trade Waste and Wastewater Bylaw Review – Analysis of Trade Waste and Wastewater Issues

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Date: 29<sup>th</sup> November 2021 File: [D-3959393](#)

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This document has been prepared for the purpose of providing a summary of the issues and options assessed in relation to the review of the Trade Waste and Wastewater Bylaw 2016 (the Bylaw). This summary is a live document, and is current as of 8<sup>th</sup> November 2022.

### Issue 1: Recognising the relationship Waikato Tainui have with the Waikato River

<b>Issue:</b>	<p>Waikato Tainui are co-managers of the Waikato River, and exercise their responsibilities of kaitiaki of the awa. Given that the Waikato River is the primary receiving environment for treated wastewater from the City, iwi involvement in the management of trade waste and wastewater needs to be appropriately recognised in the Bylaw.</p> <p>The Bylaw references the Waikato River Settlement Act 2010 and the Te Ture Whaimana o te awa o Waikato (Vision and Strategy). Recognition could be strengthened with the addition of reference to the special relationship of Waikato Tainui with the river.</p>
<b>Options:</b>	<p><b>Option 1: Continue to use the bylaw as existing</b> which gives reference to Te Ture Whaimana o te Awa o Waikato.</p> <p><b>Option 2: Amend Trade Waste and Wastewater Bylaw</b> with a foreword to further recognise the Vision and Strategy for Waikato River and its objective of protecting and restoring the Waikato River, and associated Iwi Management Plans of Waikato Tainui and Ngaati Hauaa.</p>
<b>Preferred Option:</b>	<p><b>Amend Trade Waste and Wastewater Bylaw</b></p> <p>Council staff recognise previous work done as part of the Stormwater Bylaw in this space. The introduction of the Stormwater Bylaw was redrafted to make specific references to Te Ture Whaimana and the relationship that Waikato Tainui has with the Waikato River.</p> <p>Council staff consider consistency with regards to the approach used within regulatory documents also important. As such, adopting an approach which key stakeholders have confirmed to be appropriate is considered to be best practice.</p> <p>A draft insert into the introductory statement within the Bylaw is provided below.</p>

	<p><i>1.2. Council also has a duty under section 17 of the Waikato River-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, to have particular regard to Te Ture Whaimana o Te Awa o Waikato (the Vision and Strategy for the Waikato River) where the vision is “for a future where a healthy Waikato River sustains abundant life and prosperous communities who, in turn, are all responsible for restoring and protecting the health and wellbeing of the Waikato River, and all it embraces, for generations to come”. To this end, Council:</i></p> <p><i>(a) recognises the special cultural, social, environmental and economic relationship of Waikato-Tainui with the Waikato River and the need to protect and restore the Waikato River; and</i></p> <p><i>(b) manage and regulate discharges into the wastewater network using this bylaw, which protects wastewater infrastructure from damage; encourages businesses to carry out on-site treatment; and prevents further degradation to the Waikato River.</i></p>
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**Issue 2: The discharge of mortuary waste into the Waikato River is culturally insensitive.**

<b>Issue:</b>	<p>Kaupapa with mana whenua and other iwi representatives have highlighted the insensitive nature of how mortuary waste is currently managed. Mana whenua have told us that Body fluids and toto have cultural significance and that although the issue has been raised previously, it has not been recognised as general knowledge as of yet. It is understood that body waste being discharged into the Waikato River results in the degradation of its mauri.</p> <p>Mortuary waste is wastewater made up of bodily fluids and chemicals that mostly arise through the embalming process. Like all trade wastes, mortuary waste is either subject to pre-treatment, or discharge directly into the wastewater network for conveyance and treatment at Pukete wastewater treatment plant, before being discharged into the Waikato River.</p> <p>It is noted that further discussions with mana whenua and iwi representatives will need to happen to fully understand this issue and work on a potential solution(s).</p>
<b>Options:</b>	<p><b>Option 1: Do not amend the Bylaw</b>, but work with mana whenua on fully understand this issue and developing potential solutions.</p>
<b>Preferred Option:</b>	<p><b>Do not amend the Bylaw, but continue to explore issues and options surrounding mortuary waste.</b></p> <p>Staff acknowledge that there are cultural insensitivities associated with mortuary waste, and its impact on the mauri of the Waikato River. However, staff also consider it premature to make a change to the Bylaw without fully understanding the issue of mortuary waste, and what may be an appropriate solution.</p> <p>Staff are proposing a collaborative approach with mana whenua to work to define the issue around mortuary waste, and to develop options to resolve the issue. This approach was raised by staff and agreed to by mana whenua at a hui on 29 September 2022. This work can also run in conjunction with other pieces of work surrounding wastewater management and provide meaningful content to be included in future Te Mana o Te Wai Statements (should the Water Services Entities Bill be passed into law).</p>

	Once the issue is fully understood, then options can be implemented. This may be through bylaws, or through other mechanisms like policies, strategies and capital projects.
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### Issue 3: Protection of the wastewater network.

<b>Issue:</b>	<p>Council provides wastewater collection, conveyance and treatment services to the Hamilton Community. The way in which the community interacts with these services can adversely impact the integrity of assets or our ability to comply with legislative and regulatory requirements.</p> <p>The bylaw contains provisions for the protection of the network. Examples of these clauses include:</p> <ul style="list-style-type: none"> <li>• Clause 7.1: Connecting to the Wastewater System ('No Person may, without Council's Approval')</li> <li>• Clause 7.2: Control of Discharges ('A Person must not discharge, or allow to be discharged, any Wastewater into the Wastewater System except in accordance with this bylaw and with the provisions of a Consent or Trade Waste Agreement')</li> <li>• Clause 7.4: Protection of Wastewater System ('No Person may cause or allow to be caused any damage to, or modification, stoppage, or obstruction of, or interference with the Wastewater System, except as Approved by Council.')</li> <li>• Clause 8: Trade Waste Discharges and Consents</li> </ul> <p>Although these clauses are designed to be far reaching in nature to ensure the protection of the network, staff have identified several areas where more explicit clauses could be inserted relating to scenarios where a bylaw breach is more likely to occur. These include:</p> <ul style="list-style-type: none"> <li>• <b>'Buildovers'<sup>1</sup> of council infrastructure</b>, which impacts Council's ability to access its wastewater infrastructure for maintenance, renewals and repair.</li> <li>• <b>Updating the minimum sizing requirements in the Bylaw for grease traps.</b> Grease traps provide a level of pre-treatment of trade waste high in fats, oils and greases (FOG). High concentrations of FOG in the network cause blockages and as a result, the network could fail.</li> <li>• <b>Private Wastewater Systems</b> which are not owned, operated and maintained by Council Staff. It is important that these are operated and maintained in a way which ensures that they (or by consequence, our network) do not fail.</li> </ul>
<b>Options:</b>	<b>Option 1: Continue to use the bylaw as existing</b> which contains clauses which explicitly manage actions which may compromise the ability for the wastewater network to operate.

<sup>1</sup> A buildover is when a Council wastewater asset (such as a wastewater pipe) is covered by a building or structure, restricting access to the asset. Access may be required in the event where the infrastructure fails and needs to be replaced.

	<p><b>Option 2: Amend Trade Waste and Wastewater Bylaw</b> with new clauses that regulates each of the common scenarios listed above.</p>
<p><b>Preferred Option:</b></p>	<p><b>Continue to use the bylaw as existing.</b></p> <p>Although having individual clauses may provide clarity to the uses of the bylaw, it is considered that existing clauses which relates to the protection of the network (including what has been referenced earlier) are sufficient.</p> <p>Staff also note that there are other tools which have been used to manage the issues highlighted above. These tools could also be promoted through the use of education. These include:</p> <ul style="list-style-type: none"> <li>• <b>Regional Infrastructure Technical Standards:</b> this document includes standards which manage how close one can develop in proximity to public infrastructure, as well as specified the minimum requirements council will accept for public infrastructure.</li> <li>• <b>Three Waters Connection Policy:</b> this Council endorsed policy states that Council will not manage private infrastructure unless by written agreement.</li> <li>• <b>Education:</b> Council have run numerous education campaigns relating to the three waters networks. In particular, education programmes have been produced which aim to educate what can and cannot be put down the toilet (with a particular focus on wet wipes).</li> <li>• <b>Other standards and guidance documents:</b> including the New Zealand Trades and Industrial Waters Forum who have released an updated grease trap guidelines.</li> </ul> <p>Should Option 2 be perused, there is a risk that the individual clauses are elevating these types of breaches over others. This is an incorrect perception – all bylaw breaches are important.</p>

Issue 4: Cost recovery and bylaw intervention provisions could be strengthened	
<p><b>Issue:</b></p>	<p>The Local Government Act and Bylaw has a number of mechanisms which provide Council the ability to monitor and enforce the protection of the wastewater network.</p> <p>Section 163 of the Local Government Act enables Council to remediate bylaw breaches and recover costs from the breaching party, however it must be referenced in the relevant bylaw to be utilised. This clause is not currently referenced in the Bylaw, and therefore we are unable to make use of this particular provision.</p> <p>The clause will enable Council to recover cost from offending parties when the bylaw has been breached. Examples of this include buildovers, illegal connections, or illegal discharge of hazardous materials into the network.</p>
<p><b>Options:</b></p>	<p><b>Option 1: Continue to use the bylaw as existing,</b> including existing monitoring and enforcement provisions both within and outside of the Bylaw.</p> <p><b>Option 2: Amend Trade Waste and Wastewater Bylaw</b> by including provisions which provide Council with the powers under section 163 of the LGA.</p>

<b>Preferred Option:</b>	<p><b>Do not amend the Bylaw, and utilise existing enforcement powers both within and external to the Bylaw.</b></p> <p>As currently drafted, the Bylaw does have an alternative process for removal of works constructed in breach of the Bylaw and recovery of remediation costs. This involves serving the breaching party with a 'notice to fix', and should the party default, Council may remediate the breach and recover costs. These sets of existing clauses are outlined in sections 12 to 14 of the Bylaw. It is therefore not considered necessary to make this change.</p>
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Issue 5: Public understanding of the bylaw and trade waste as a whole is low.	
<b>Issue:</b>	<p>Staff consider that the Bylaw contains adequate clauses which regulate the wastewater network, however through early stakeholder engagement, staff have noted that there is the potential to further develop the public understanding of the subject matter around the Bylaw (being wastewater and tradewaste). This could include the reasons why there is regulation on what can and cannot be discharged into the public wastewater network.</p> <p>There is an opportunity that emerges through the public having an understanding of the subject matter within the bylaw. If they obtain a basic understanding, they can be more conscious of decisions that may influence the operation of the network and (by consequence) the environment around them.</p>
<b>Options:</b>	<p><b>Option 1: Increase public awareness of impacts relating to wastewater and trade waste,</b> through enhanced education and enhanced monitoring.</p> <p><b>Option 2: Amend Trade Waste and Wastewater Bylaw</b> by making it simpler for the user.</p>
<b>Preferred Option:</b>	<p><b>Increase public awareness of impacts relating to wastewater and trade waste</b> Staff consider that it would be beneficial to increase the communities understanding on the subject matter within the Bylaw.</p> <p>Education tools and increased monitoring of the network could be used to enhance the communities' understandings on their tangible impact on the public wastewater network and the Waikato River. Targeted education on flushable wet wipes is an example of an education programme which could be used to support the community's understanding on the wastewater network.</p> <p>The flow on from this education and monitoring could also be beyond wastewater, such as encouraging water sensitivity and sustainability.</p> <p>Amending the bylaw is not considered by Staff to address the issue adequately. Should Staff make the bylaw simpler for the end user by reducing the number of clauses, there is a risk that the bylaw becomes oversimplified and as a result, loses its legislative weight. It is also a very challenging exercise to simplify what is quite a technical bylaw.</p> <p>Alternatively, Council could provide clarity through the use of advice notes and definitions. The risk is that the bylaw becomes too long and over-defined, thereby potentially enabling loopholes.</p>



An aerial photograph of Hamilton, New Zealand, showing the city's urban landscape, green spaces, and Lake Taupo in the foreground. The sky is clear blue with some distant clouds.

# Trade Waste and Wastewater Bylaw Review

**Statement of Proposal**

**17 January – 17 March 2023**



**Hamilton  
City Council**  
Te kaunihera o Kirikiriroa

## TRADE WASTE AND WASTEWATER BYLAW REVIEW

As part of the review of the *Hamilton City Council Trade Waste and Wastewater Bylaw 2016* (the bylaw), Hamilton City Council (Council) is seeking feedback on the proposal to continue the bylaw with minor changes.

This Statement of Proposal (SOP) is made for the purposes of sections 83, 86 and 160(3)(b)(ii) of the Local Government Act 2002 (LGA), and the Health Act 1956.

## WHAT IS THE TRADE WASTE AND WASTEWATER BYLAW?

Hamilton City Council provides for the collection, conveyance, treatment, and discharge of wastewater. This does not only include general wastewater from domestic premises, but wastewater that is generally used in a trade and industrial process (otherwise known as 'trade waste').

The mismanagement of the discharge of wastewater and trade waste can cause:

- blockages
- overflows
- introduce hazardous substances that can be a health risk to the public and to the environment
- negative impacts on Council's assets, designed to convey and treat wastewater

The 2016 bylaw sets out what is and is not allowed into the city's wastewater, gives clarity on everyone's responsibilities in using the wastewater system, and provides clear direction to trade waste consent holders and tankered-waste operators on how they will need to manage any discharges to the system. The trade wastes to which this bylaw relates is contained within the bylaw itself.

## WHY ARE WE DOING THIS?

The bylaw was first adopted in 2016, as a requirement under the Local Government Act 2002 (LGA) and Council is required to review it five years after adoption. This provides an opportunity for Council to check in with our community on how the bylaw is working and consider feedback.

[On 8 June 2021](#), Council decided a bylaw is still the most appropriate tool for addressing issues relating to the management of trade waste and wastewater in Hamilton, as required by section 155(1) of the LGA.

## REASONS FOR THE PROPOSAL

Council has been working through a review process which allows us to assess potential issues with the bylaw and provide options on how to fix them. Potential issues have included:

- The need for further recognition of Waikato Tainui's special relationship with the Waikato River
- The need for the bylaw to provide further protection of Council's wastewater infrastructure
- The management of mortuary waste from a cultural perspective
- The ability of the bylaw to provide education to the public on matters to do with trade waste and wastewater

The review has told us:



- aside from outdated legal references and changes to further recognise Waikato Tainui's relationship with the Waikato River, the bylaw is fit-for-purpose, for the foreseeable future
- majority of the issues that have been identified can either be resolved by the bylaw as it is, or by using alternative resources (such as other bylaws, policies, or design standards).
- further information gathering and engagement is required to fully understand the matters surrounding mortuary waste. Council will be looking at working with Iwi in the near future to resolve this.

Council is proposing to continue the bylaw, with only minor changes to address outdated legal references.

## HAVE YOUR SAY ON THE BYLAW

Before making any final decisions, we would like to hear from owners and operators of trade waste premises, or any member of the public. The proposed bylaw is attached to this Statement of Proposal, and can be inspected free of charge from Councils' office (260 Anglesea Street), or from any of the public libraries.

You can share your feedback from Tuesday 17 January 2023 to Friday 17 March 2023 online at [hamilton.govt.nz/haveyoursay](https://hamilton.govt.nz/haveyoursay), or fill out the feedback form included in this Statement of Proposal.

For any queries, please ring 07 838 6699 or email [haveyoursay@hcc.govt.nz](mailto:haveyoursay@hcc.govt.nz)

## NEXT STEPS

Council will collect and analyse all feedback and this will be presented to the Hamilton City Council Hearings and Engagement Committee meeting in 2023. At this meeting, anyone who submitted will be welcome to support their views in person.

The Council will then consider all the views and make a final decision.

# **FEEDBACK FORM**

## **HAMILTON CITY COUNCIL TRADEWASTE AND WASTEWATER BYLAW REVIEW**

(17 January – 17 March 2023)

Hamilton City Council has reviewed the Trade Waste and Wastewater Bylaw 2016 and is proposing to continue the bylaw with only minor changes to remove outdated legal references. **A copy of the bylaw is attached to this statement of proposal.**

### **FEEDBACK FORMS CAN BE:**

- Completed online at [hamilton.govt.nz/haveyoursay](https://hamilton.govt.nz/haveyoursay)
- Posted to: Freepost 172189, Hamilton City Council, Communication and Engagement team, Trade Waste and Wastewater Bylaw, Private Bag 3010, Hamilton, 3240.
- Delivered to the Municipal Building Reception or any branch of Hamilton City Libraries.
- Email your form to: [haveyoursay@hcc.govt.nz](mailto:haveyoursay@hcc.govt.nz)

### **Privacy statement:**

*The Local Government Act 2002 requires submissions to be made available to the public. Your name and/or organisation will be published with your submission and made available in a report to elected members and to the public. Other personal information supplied will be used for administration and reporting purposes only. Please refer to Council's Privacy Statement at [hamilton.govt.nz](https://hamilton.govt.nz) for further information.*

### **YOUR FEEDBACK:**

- 1. Do you agree with Council's proposal to amend the Trade Waste and Wastewater Bylaw with only minor changes?**

☐ Yes – Amend the current bylaw with only minor changes

☐ No – Retain the current bylaw with no changes

Can you please explain why? *(Please print clearly):*

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- 2. Regardless of your answer above, an important part of implementing the bylaw is ensuring that people understand their obligations, and those of Council, under the Trade Waste and Wastewater Bylaw. To help us do this well, please list topics or areas relating to trade waste and wastewater that you would like a better understanding of**

(Please print clearly)

[illegible]

*Run out of room? Feel free to attach additional pages.*

**WOULD YOU LIKE TO MAKE A VERBAL SUBMISSION?**

*Note: A verbal submission is around 5 - 10 minutes and is a chance for you to strengthen the key points in your written submission at the Council meeting.*

- ☐ Yes  
☐ No

Verbal submissions will likely take place in the first half of 2023. We will contact you to arrange a time.

**ABOUT YOU:** (Please print your details clearly)

*This section tells us a bit more about you. By capturing this information, we will be able to better understand who is, and isn't providing feedback.*

## CONTACT DETAILS

Name: \_\_\_\_\_

Organisation (if responding on behalf of) \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### WHERE DO YOU LIVE?

I live in Hamilton, my suburb is: \_\_\_\_\_

Or, I live outside Hamilton:

Waaipa ☐

Waikato ☐

Elsewhere in  
New Zealand ☐

Overseas ☐

### WHAT IS YOUR AGE GROUP? (at your last birthday)

☐ 16 – 19

☐ 20 – 24

☐ 25 – 29

☐ 30 – 34

☐ 35 – 39

☐ 40 – 44

☐ 45 – 49

☐ 50 – 54

☐ 55 – 59

☐ 60 – 64

☐ 65 – 69

☐ 70 – 74

☐ 75 – 79

☐ 80+

### WHICH ETHNIC GROUP/S DO YOU IDENTIFY WITH? (tick all that apply)

☐ NZ  
European

☐ Maaori

☐ Indian

☐ Chinese

☐ Cook  
Island  
Maaori  
South  
African

☐ Samoan

☐ British

☐ Filipino

☐ Tongan

☐ Other (please specify if you wish): \_\_\_\_\_

If Maaori – what iwi/hapuu do you belong to? \_\_\_\_\_

**Please get your feedback to us by 17 March 2023.**

# Hamilton City Council BYLAWS



Approved By: Hamilton City Council	Date Adopted : 28 July 2016
Date In Force: 15 August 2016	Bylaw Reviewed : XX XXXXX 2023
Version History: Minor amendments adopted by resolution of Hamilton City Council on XX XX 2023	Next Review Date: To be reviewed by XX XXXXX 2033

## HAMILTON TRADE WASTE AND WASTEWATER BYLAW 2016 (amended 2023)

### TABLE OF CONTENTS

1. INTRODUCTION -----	2
2. SHORT TITLE, COMMENCEMENT AND APPLICATION -----	2
3. SCOPE -----	2
4. PURPOSE-----	2
5. COMPLIANCE WITH OTHER ACTS AND CODES -----	2
6. DEFINITIONS -----	3
7. WASTEWATER -----	7
8. TRADE WASTE DISCHARGES AND CONSENTS -----	10
9. TANKERED WASTE -----	20
10. ACCESS -----	21
11. FEES & CHARGES-----	22
12. BREACHES -----	22
13. REMEDIAL WORKS AND COST RECOVERY -----	22
14. OFFENCES AND PENALTIES -----	23

Hamilton City Council, under the Local Government Act 2002, the Health Act 1956 and any subsequent amendments to the Acts and other relevant powers, makes the following bylaw.

### 1. INTRODUCTION

1.1. Hamilton City Council can make bylaws for regulating and protecting wastewater drainage and Trade Waste. ~~Under Section 10 of the Local Government Act, Council needs to provide effective and efficient wastewater infrastructure.~~ The regulation of Trade Waste allows Council to control the quality and quantity of Trade Waste and recover the additional costs of collection and treatment.

1.2. Council also has a duty under section 17 of the Waikato River-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, to have particular regard to Te Ture Whaimana o Te Awa o Waikato (the Vision and Strategy for the Waikato River) where the vision is “for a future where a healthy Waikato River sustains abundant life and prosperous communities who, in turn, are all responsible for restoring and protecting the health and wellbeing of the Waikato River, and all it embraces, for generations to come”. To this end, Council:

(a) recognises the special cultural, social, environmental and economic relationship of Waikato-Tainui with the Waikato River and the need to protect and restore the Waikato River; and

~~(a)(b) manage and regulate discharges into the wastewater network using this bylaw, which protects wastewater infrastructure from damage; encourages businesses to carry out on-site treatment; and prevents further degradation to the Waikato River~~  
Council also has a duty under s17 of the Waikato River Settlement Act 2010, to have regard to the Vision and Strategy for the Waikato River. The management of wastewater assists in achieving this by controlling what can be discharged to the wastewater system, protecting wastewater infrastructure from damage, encouraging businesses to carry out on-site treatment to remove substances that could affect the Waikato River, and controlling stormwater discharges to the wastewater system.

*(Note: the above introduction does not form part of this bylaw and is intended to be read as an introductory note)*

### 2. SHORT TITLE, COMMENCEMENT AND APPLICATION

- 2.1. The bylaw is known as the “Hamilton Trade Waste and Wastewater Bylaw 2016 (amended 2023)”.
- 2.2. The bylaw applies to the Hamilton City Council District.
- 2.3. The bylaw comes into force on 15 August 2016.

### 3. SCOPE

- 3.1. This bylaw applies to the district of Hamilton City under the Local Government Act 2002 and any other land, building, work, or property or catchment under the control of the Council. This bylaw applies to both Wastewater Systems and Private Drains.

### 4. PURPOSE

- 4.1. The purposes of this bylaw are to enable Council to:

- (a) Protect the health and safety of people using or working in the Wastewater System.
- (b) Protect the Wastewater System from damage and misuse.
- (c) Protect the environment from adverse effects of harmful substances discharged to the Wastewater System.
- (d) Produce Wastewater and Biosolids of a consistent quality.
- (e) Encourage waste minimisation, Cleaner Production, efficient recycling and reuse of waste streams by businesses
- (f) Ensure that businesses maintain Trade Waste discharges within agreed levels.

## 5. COMPLIANCE WITH OTHER ACTS AND CODES

- 5.1. This bylaw has been developed in accordance with all relevant legislation and guidance documents.
- 5.2. Compliance with the requirements of this bylaw does not remove the need to comply with the requirements of any Act, regulation or other bylaw.

## 6. DEFINITIONS

- 6.1. In this bylaw except where inconsistent with the context:

**Access Point** Is a place where access may be made to a Private Drain for inspection (including sampling or measurement), cleaning or maintenance. The location of the access point must be in accordance with the New Zealand Building Code.

**Alternative Grease Removal System** Refers to a grease removal system other than a Grease Trap. Includes, but is not limited to, grease converters and mechanical grease removal systems.

**Approval or Approved** Means Approved in writing by Council, either by resolution of the Council or by any Authorised Officer of the Council.

**Approval Notice** Means an Approval given by Council and signed by an Authorised Officer authorising a Person to discharge Permitted Trade Waste to the Wastewater System.

**Authorised Officer** Means an employee, agent or contractor of Council, appointed by Council as an enforcement officer under section 177~~1~~ of the Local Government Act 2002.

**Biosolids** Means wastewater sludge derived from a Wastewater Treatment Plant that has been treated and/or stabilised to the extent that it is able to be safely and beneficially applied to land or reused, and does not include products derived solely from industrial Wastewater Treatment Plants. The term Biosolid/s is used generically throughout this document to include products containing Biosolids (e.g. composts).

**Characteristics** Means any of the physical or chemical properties of a Wastewater and may include the level of a Characteristic.

- Cleaner Production** Means the implementation on Premises of effective operations, methods and processes appropriate to achieve the reduction or elimination of the quantity and toxicity of wastes. This is required to minimise and manage Trade Waste by:
- (a) Using energy and resources efficiently, thereby avoiding or reducing the amount of waste produced;
  - (b) Producing environmentally sound products and services;
  - (c) Achieving less waste, fewer costs and higher profits.



<b>City Waters Manager</b>	Means the City Waters Manager employed by Council, and if that role has been disestablished, means the appropriate equivalent Council officer, or if there is no such equivalent position, means the Council officer authorised by Council to act in that position for the purposes of this bylaw.
<b>Condensing or Cooling Water</b>	Means any water used in any trade, industry, or commercial process or operation in such a manner that it does not take up matter into solution or suspension.
<b>Conditional Consent</b>	Means an Approval given by Council and signed by an Authorised Officer authorising a Person to discharge Conditional Trade Waste to the Wastewater System.
<b>Conditional Trade Waste</b>	Means a Trade Waste discharge which exceeds the physical and chemical Characteristics defined in Schedule 1A of this bylaw, and which is not a Prohibited Trade Waste.
<b>Consent</b>	Means an Approval Notice or Conditional Consent.
<b>Consent Holder</b>	Means the Person occupying Premises who has obtained a Consent or Trade Waste Agreement and includes any Person who does any act on behalf or with the express or implied consent of the Consent Holder (whether for reward or not) and any licensee of the Consent Holder.
<b>Council</b>	Means Hamilton City Council or an employee, agent or contractor of the Council appointed to carry out duties relating to Trade Waste and Wastewater management.
<b>Defect Notice</b>	Means a notice issued in accordance with clause 13.1 of this Bylaw.
<b>Disconnection</b>	Means the physical cutting and sealing of any of Council's water services, utilities, drains or Wastewater System to prevent use by any Person.
<b>Domestic Wastewater</b>	Means liquid wastes (with or without matter in solution or suspension) discharged from Premises used solely for residential purposes and which complies with the physical and chemical Characteristics defined in Schedule 1A of this bylaw, or wastes with the same volume and Characteristic discharged from other Premises; but does not include any solids, liquids or gases that cannot lawfully be discharged into the Wastewater System.
<b>Grease Trap</b>	Means a separation tank that reduces the amount of fat, oil and grease in Trade Waste prior to it being discharged into the Wastewater System.

<b>Hazardous Materials</b>	Means raw materials, products or wastes containing corrosive, toxic, biocidal, radioactive, flammable or explosive materials, or any materials which when mixed with Wastewater, are likely to generate toxic, flammable, explosive or corrosive materials in quantities likely to be hazardous to the health and safety of any Person or harmful to the Wastewater System, and includes hazardous substances as defined by the Hazardous Substances and New Organisms Act 1996.
<b>Independently Qualified Person</b>	Means a Person with appropriate qualifications, Approved by Council and who is independent of the Consent Holder.
<b>Infiltration</b>	Means ground or surface water entering the Wastewater System or a Private Drain connected to the Wastewater System through defects such as, but not limited to, poor joints and cracks in pipes or manholes. It does not include Inflow.
<b>Inflow</b>	Means water discharged into the Wastewater System or a Private Drain connected to the Wastewater System from non-complying connections. It includes Stormwater entering through illegal down pipe connections or from low gully traps.
<b>Management Plan</b>	Means a plan for management of the operations on the Premises from which Trade Wastes come, and may include provision for flow and quality monitoring, sampling and testing, Cleaner Production, waste minimisation, discharge, contingency management procedures, or any relevant industry Code of Practice.
<b>Mass Limit</b>	Means the total mass of any Characteristic that may be discharged to the Wastewater System over any stated period from any single Point of Discharge or collectively from several points of discharge.
<b>Maximum Concentration</b>	Means the instantaneous peak concentration that may be discharged at any instant in time.
<b>Occupier</b>	Means the Person occupying Premises connected to the Wastewater System.
<b>Permitted Trade Waste</b>	Means a Trade Waste discharge that complies with the physical and chemical Characteristics defined in Schedule 1A of this bylaw.
<b>Person</b>	Includes a corporation sole and also a body of persons whether incorporated or unincorporated.
<b>Point of Discharge</b>	Is the boundary between the Wastewater System and a Private Drain but for the purposes of monitoring, sampling and testing, must be as designated in the Consent.

<b>Pre -Treatment</b>	Means any processing of Trade Waste designed to reduce or vary any Characteristic in a waste before discharge to the Wastewater System in order to comply with a Consent or this bylaw.
<b>Private Drain</b>	Means that section of drain between the Premises and the point of connection to the Wastewater System.
<b>Premises</b>	<p>Means the physical location to which a Wastewater service is provided and includes:</p> <ul style="list-style-type: none"><li>(a) A property or allotment which is held under a separate certificate of title or for which a separate certificate of title may be issued;</li><li>(b) A building or part of a building that has been defined as an individual unit by a cross-lease, unit title or company lease;</li><li>(c) Land held in public ownership for a particular purpose; or</li><li>(d) Individual units in buildings, which are separately leased or separately occupied.</li></ul> <p>Allotment means the same as defined in <a href="#">the section 10 of the Building Act 2004</a><del>Land Transfer Act 1952</del>.</p>
<b>Prohibited Trade Waste</b>	Means a Trade Waste discharge that has any of the prohibited Characteristics as defined in Schedule 1B of this bylaw.
<b>Stormwater</b>	<p>Means surface water runoff that:</p> <ul style="list-style-type: none"><li>(a) Enters or may enter the Stormwater system as a result of a rain event; and</li><li>(b) Contains any substance where the type and concentration of the substance is consistent with the contributing catchments land use(s) and that of the receiving environment.</li></ul>
<b>Tankered Waste</b>	Is water or other liquid, including waste matter in solution or suspension, which is conveyed by vehicle for disposal, excluding Domestic Wastewater discharged directly from house buses, caravans, buses and similar vehicles.
<b>Temporary Discharge</b>	Means any discharge of an intermittent or short duration. Such discharges include the short-term discharge of an unusual waste from Premises subject to an existing Consent.
<b>Trade Waste</b>	Is any liquid, with or without matter in suspension or solution, that is or may be discharged from a Premises to the Wastewater System in the course of any trade or industrial process or operation, or in the course of any activity or operation of a like nature; and may include Condensing or Cooling Waters; or Stormwater which cannot be practically separated.
<b>Trade Waste Agreement</b>	Is a written agreement between Council and a Person discharging Trade Waste, authorising the Person to discharge Conditional Trade Waste to the Wastewater System, that outlines both parties' rights and responsibilities.

**Wastewater** Means water or other liquid waste, including sewage and waste matter in solution or suspension, discharged to the Wastewater System. This includes Domestic Wastewater and Trade Wastes.

**Wastewater System** Includes all infrastructure, including pipes, fittings, manholes, pumps, pump stations; and any land, buildings, and treatment works which are under the control of the Council or any other Council and used for the purpose of providing a Wastewater service.

**Wastewater Treatment Plant** Means the processes and facilities involved in treating Wastewater.

**Working Day** Means any day of the week other than:

- (a) A Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, and Labour Day, and
- (b) A day in the period commencing with the 25<sup>th</sup> day of December in a year and ending with the 2<sup>nd</sup> day of January in the following year.
- (c) Were a public holiday falls on a weekend day and the public holiday is observed on the next available working weekday, the day on which the public holiday is observed..

**AWWA** American Water Works Association

**IANZ** International Accreditation New Zealand

**SCADA** Supervisory control and data acquisition

**UV** Ultraviolet

## 7. WASTEWATER

### 7.1. Connecting to the Wastewater System

- (a) No Person may, without Council's Approval
  - i. Connect to the Wastewater System;
  - ii. Disconnect from the Wastewater System;
  - iii. Carry out any other works on, or in relation to , the Wastewater System; or
  - iv. Open any manhole, chamber, Access Point on, or otherwise tamper with the Wastewater System.
- (b) Any Person wishing to connect to, disconnect from, or work on the Wastewater System, must write to Council for Approval and provide any information specified by Council.
- (c) Council may grant Approval to such connection, Disconnection or other works, and may impose conditions.

- (d) Without limiting subclause (c), a condition imposed under that subclause may require that the connection, Disconnection or works comply with any relevant code of practice.
- (e) Council may refuse an application for Approval to connect to a system where:
  - i. The applicant has not paid fees or charges associated with the connection (including development charges) or has refused to provide Council with specified information relating to the application ;
  - ii. In Council's reasonable opinion, there is insufficient capacity in the system to accommodate the connection;
  - iii. In Council's reasonable opinion, the connection would compromise its ability to maintain levels of service in relation to the Wastewater System;
  - iv. The connection is outside the area currently served by the Wastewater System, regardless of its proximity to any specific component of the Wastewater System; or
  - v. In Council's reasonable opinion, refusal is necessary to protect the Wastewater System, the health and safety of any Person, or the environment.

## **7.2. Control of Discharges**

- (a) A Person must not discharge, or allow to be discharged, any Wastewater into the Wastewater System except in accordance with this bylaw and with the provisions of a Consent or Trade Waste Agreement.
- (b) No Person may introduce or discharge or allow to be introduced or discharged Wastewater that has any of the prohibited Characteristics set out in Schedule 1B into the Wastewater System.
- (c) No Person may cause or allow Stormwater to enter the Wastewater System unless specific Approval is given.
- (d) No Person may introduce or discharge Condensing water, Cooling water, disinfected or super-chlorinated water into the Wastewater System unless specific Approval is given.

*NOTE: (this note does not form part of the bylaw) condensing, cooling, disinfected or super-chlorinated water must not be discharged to the Stormwater system without specific Approval.*

- (e) When any Person fails to comply with clauses 7.2 (a) – (d), and a reasonable alternative method cannot be agreed with the discharging party, the Council may physically prevent discharge into the Wastewater System.
- (f) Domestic Wastewater must comply with the physical and chemical Characteristics in Schedule 1A.
- (g) The maximum instantaneous flow rate discharged from any Premises used solely for residential purposes must not exceed 2.0 litres/second.

## **7.3. Hazardous Materials**

- (a) A Person must take all practicable steps to store, handle, transport and use Hazardous Materials in a way that prevents Wastewater with prohibited Characteristics as described in Schedule 1B entering the Wastewater System.

- (b) Any Person who knows of the entry or imminent entry of Wastewater with prohibited Characteristics as set out in Schedule 1B to the Wastewater System must inform an Authorised Officer or Council as soon as reasonably practicable.
- (c) Any Person who causes or allows the discharge of Wastewater with prohibited Characteristics as set out in Schedule 1B to the Wastewater System must:
  - i. Immediately take all practicable steps to stop the imminent entry or further entry of this Wastewater to the Wastewater System; and
  - ii. Inform an Authorised Officer or Council as soon as reasonably practicable.

#### **7.4. Protection of Wastewater System**

- (a) No Person may cause or allow to be caused any damage to, or modification, stoppage, or obstruction of, or interference with the Wastewater System, except as Approved by Council.
- (b) Every Person excavating or working around the Wastewater System must take due care to ensure that the work does not damage and/or compromise the integrity of the Wastewater System.
- (c) Any Person who knows of any serious or substantial damage to the Wastewater System must inform an Authorised Officer or Council as soon as reasonably practicable.
- (d) Any Person who causes or allows any damage to the Wastewater System must inform an Authorised Officer or Council as soon as reasonably practicable.
- (e) No Person may place any additional material over or near a Wastewater System without Approval.
- (f) No Person may cover an Access Point without Approval. Regardless of who covered an Access Point, removal of any covering material or adjustment of the Access Point will be at the property owner's expense.

#### **7.5. Private Drains**

- (a) Council may require an owner to fix or upgrade Private Drains, at the owner's cost, to meet original design specifications.
- (b) Owners of Premises must ensure that all Private Drains on the Premises are kept and maintained in a state which is free of cracks and other defects that may allow Infiltration.
- (c) Occupiers and Owners of Premises must ensure that Stormwater is excluded from the Wastewater System and any Private Drain by ensuring that:
  - i. There is no direct connection of any Stormwater pipe or drain to the Wastewater System;
  - ii. Gully trap surrounds are set above Stormwater ponding levels (refer New Zealand Building Code G13), or secondary overland flow path flood levels;
  - iii. Inspection covers are in place and are appropriately sealed.
- (d) An Occupier or owner whose Private Drain is overflowing or has other reasons to suspect a blockage, must immediately call a drainlayer to clear and remove any blockage in the Private Drain, at the Occupier or Owner's expense. If the drainlayer

considers that the blockage originates within the Wastewater System, then the drainlayer must contact Council.

- (e) Council will reimburse the owner of the Private Drain for the reasonable cost of unblocking work for which the owner has paid, provided that Council is satisfied that:
  - i. The blockage originated in the Wastewater System;
  - ii. The blockage was not forced downstream into the Wastewater System in the act of clearing the Private Drain; and
  - iii. The owner or occupier of the Premises has not caused or permitted a discharge which does not comply with this bylaw, a Consent or a Trade Waste Agreement.
- (f) Where the roots of a tree which is on private land enter or are likely to enter the Wastewater System, Council will follow the procedure set out in s 468 of the Local Government Act 1974.
- (g) A Person with a pressure Wastewater System, or any other system that is connected to the Wastewater System, must use that system in accordance with any operating manual or guidelines for that system.

## **8. TRADE WASTE DISCHARGES AND CONSENTS**

### **8.1. Classification of Discharges**

- (a) Trade Waste discharges are classified as one of the following types:
  - i. Permitted Trade Waste, (in which case an Approval Notice must be obtained);
  - ii. Conditional Trade Waste, (in which case a Conditional Consent must be obtained or a Trade Waste Agreement be entered into); or
  - iii. Prohibited Trade Waste, (in which case no Consent will be granted and no Trade Waste Agreement will be entered into).
- (b) No Person may discharge or cause to be discharged Trade Waste into the Wastewater System except in accordance with a Consent or a Trade Waste Agreement.
- (c) Council is not obliged to accept any Trade Waste.
- (d) Council may, at any time and at its complete discretion, enter into a Trade Waste Agreement for the discharge and reception of Trade Wastes with an Occupier. Any such agreement may be made in addition to or in place of a Consent and the Trade Waste Agreement and its terms will have the same force as if the agreement was a Consent issued under this bylaw.
- (e) Circumstances where a Trade Waste Agreement may be appropriate include, but are not limited to, where, in the reasonable opinion of Council, the discharge is considered to have:
  - i. Unique discharge Characteristics;
  - ii. A volume or loading of any Characteristic that may affect the operation of the Wastewater System or Treatment Plant;
  - iii. Potential discharge of hazardous or prohibited substances;

- iv. Pre-Treatment systems;
- v. The requirement for capacity to be reserved at the Wastewater Treatment Plant; and/or
- vi. A history of non-compliance with a Consent or Trade Waste Agreement.

## **8.2. Application for a Consent or Variation**

- (a) Every Person who does, proposes to, or is likely to:
  - i. Discharge into the Wastewater System any Trade Waste either continuously, intermittently or temporarily;
  - ii. Vary the Characteristics of a Permitted Trade Waste discharge in a manner which may cause it to fail to meet the standards for a Permitted Trade Waste;
  - iii. Vary the conditions of a Consent that has previously been granted; or
  - iv. Significantly change the method or means of Pre-Treatment for a discharge;must apply to Council, using the prescribed form, for a Consent for the discharge of that Trade Waste, or for consent to the proposed variations.
- (b) Council reserves the right to deal with the owner as well as the Occupier of any Premises.
- (c) Where the Premises produces Trade Waste from more than one area of the Premises, a separate description of the Trade Waste Characteristics must be included in any application for Trade Waste discharge for each area. This applies whether or not the separate areas are part of a single or separate trade process.
- (d) The application and every document conveying required information must contain all the required information, be properly executed and accompanied by the application fee.
- (e) The applicant is responsible for the correctness of the content of the application and any information attached.
- (f) Every act or omission done for, or on behalf of, the eventual Consent Holder (whether for reward or not) in making any such application is deemed to be an act of the Consent Holder.
- (g) Council may require an application to be supported by a report or statement from an Independently Qualified Person, to verify information supplied by the applicant. All costs incurred must be paid by the applicant.

## **8.3. Processing An Application**

- (a) On receipt of an application, Council may:
  - i. Require the applicant to submit additional information which Council considers necessary to reach an informed decision;
  - ii. Require the applicant to submit a Management Plan to Council's satisfaction; and/or
  - iii. Wherever appropriate, have the discharge investigated and analysed as provided for at clauses 8.8 and 8.10 of this bylaw at the applicant's cost.



- (b) Council will then :
- i. Issue an Approval Notice and inform the Consent Holder of the conditions imposed;
  - ii. Grant a Conditional Consent and inform the Consent Holder of the conditions imposed;
  - iii. Advise the applicant that Council is willing to enter into a Trade Waste Agreement on terms acceptable to Council; or
  - iv. Decline the application and notify the applicant of the decision, giving a statement of the reasons for refusal.
- (c) In considering any application for a Consent, Trade Waste Agreement or variation, Council must consider the Characteristics, volume, and rate of discharge of the Trade Waste from such Premises or tanker and any other matter that it considers, on reasonable grounds, to be relevant, which may include:
- i. The health and safety of Council staff, Council's agents and the public;
  - ii. The limits and/or maximum values for Characteristics of Trade Waste as specified in Schedules 1A and 1B of this Bylaw;
  - iii. The extent to which the Trade Waste may react with other Trade Waste or Wastewater to produce an undesirable effect, e.g. settlement of solids, production of odours, accelerated corrosion and deterioration of the Wastewater System, etc.;
  - iv. The flows and velocities in the Wastewater System and the material or construction of the Wastewater System;
  - v. The capacity of the Wastewater System including the capacity of any Wastewater Treatment Plant, and other facilities;
  - vi. The nature of any wastewater treatment process and the degree to which the Trade Waste is capable of being treated in the Wastewater Treatment Plant;
  - vii. The timing and balancing of flows into the Wastewater System;
  - viii. Any statutory requirements relating to the discharge of raw or treated Wastewater to receiving waters, the disposal of Wastewater sludges, beneficial use of Biosolids, and any discharge to air. This includes compliance with any resource consent, discharge permit or water classification;
  - ix. The possibility of unscheduled, unexpected or accidental events and the degree of risk these could pose to humans, the Wastewater System or the environment;
  - x. Consideration of other existing or future discharges;
  - xi. Existing Pre-Treatment works on the Premises;
  - xii. The use of Cleaner Production techniques and waste minimisation practices;
  - xiii. Control of Stormwater;
  - xiv. Any Management Plan;
  - xv. Tankered Waste being discharged at an Approved location/s; and

- xvi. Whether it would be more appropriate for the discharge to be controlled pursuant to a Trade Waste Agreement.

### 8.4. Conditions of Consent

- (a) Any Consent may be granted subject to such conditions that Council may impose, including, but not limited to:
  - i. Where the discharge will be made;
  - ii. The maximum daily volume of the discharge and the maximum rate of discharge, and the duration of maximum discharge;
  - iii. The maximum limit or permissible range of any specified Characteristics of the discharge, including concentrations and/or Mass Limits determined in accordance with clause 8.4 (b) of this bylaw;
  - iv. The times during which the discharge, or a particular concentration, or volume of discharge may be made;
  - v. The provision by, or for the Consent Holder, at the Consent Holder's expense, of screens, Grease Traps, silt traps or other Pre-Treatment works to control Trade Waste discharge Characteristics to the consented levels;
  - vi. The provision and maintenance, at the Consent Holder's expense, of inspection chambers, manholes or other apparatus or devices to provide reasonable access to drains for sampling and inspection;
  - vii. The provision and maintenance of a sampling, analysis and testing programme and flow measurement, at the Consent Holder's expense;
  - viii. The method or methods to be used for measuring flow rates and/or volume and/or Characteristics and taking samples of the discharge for use in determining compliance with the consent and for determining the amount of any Trade Waste charges applicable to that discharge;
  - ix. The provision and maintenance by, and at the expense of, the Consent Holder of any devices required to measure the volume or flow rate or Characteristics of any Trade Waste being discharged from the Premises, and for the calibration and/or validation of such devices;
  - x. The provision and maintenance, at the Consent Holder's expense, of services, (electricity, water, compressed air or otherwise), which may be required to operate meters and similar devices;
  - xi. At times specified, the provision in an Approved format of all flow and/or volume records, on-line monitoring readings, results of analyses (including Pre-Treatment by-products, e.g. Wastewater sludge disposal) and calibration/validation records;
  - xii. The provision and implementation of a Management Plan;
  - xiii. Risk assessment of damage to the environment due to an accidental discharge of a chemical;
  - xiv. The investigation of waste minimisation and Cleaner Production techniques;
  - xv. Remote monitoring or control of discharges and associated control, telemetry or SCADA systems;

- xvi. Third party treatment, carriage, discharge or disposal of by-products of Pre-Treatment of Trade Waste (including Wastewater sludge disposal);
  - xvii. The provision of a bond or insurance in favour of Council where failure to comply with the consent could result in damage to the Wastewater System, the Wastewater Treatment Plants, or could result in Council being in breach of any statutory obligation or resource consent;
  - xviii. Specific discharge-related capital costs Council would incur for altering the Wastewater System and or Wastewater Treatment Plant in order to accommodate the discharge; and
  - xix. Specific discharge related operational costs Council would incur for operating the Wastewater System and or Wastewater Treatment Plant in order to accommodate the discharge.
- (b) A Conditional Consent may impose controls on a Trade Waste discharge by specifying Mass Limits for any Characteristic. Any Characteristic permitted by Mass Limit must also have its maximum concentration limited to the value scheduled unless Approved otherwise.
- (c) When setting Mass Limit allocations for a particular Characteristic, Council may consider:
- i. The operational requirements of and risk to the Wastewater System, and risks to occupational health and safety, public health, and the ultimate receiving environment;
  - ii. Whether or not the levels proposed pose a threat to the planned or actual beneficial reuse of Biosolids or Wastewater sludge;
  - iii. Conditions in the Wastewater System near the Trade Waste discharge point and elsewhere in the Wastewater System;
  - iv. The extent to which the available industrial capacity was used in the last financial period and is expected to be used in the forthcoming period;
  - v. Whether or not the applicant uses waste minimisation and Cleaner Production techniques within a period satisfactory to Council;
  - vi. Whether or not there is any net benefit to be gained by the increase of one Characteristic concurrently with the decrease of another;
  - vii. Any requirements of Council to reduce the discharge of any Characteristic to the Wastewater System;
  - viii. How great a proportion the mass flow of a Characteristic of the discharge will be of the total mass flow of that Characteristic in the Wastewater System;
  - ix. The total mass of the Characteristic allowable in the Wastewater System, and the proportion (if any) to be reserved for future allocations; and
  - x. Whether or not there is an interaction with other Characteristics that increases or decreases the effect of either Characteristic on the Wastewater System, treatment process, or receiving water (or land).

### 8.5. Duration and Review

- (a) Conditional Consents granted under this bylaw expire at the end of a term not

exceeding five years. Shorter terms may be applied where, in the reasonable opinion of Council:

- i. The applicant has a history of non-compliance with a Consent or Trade Waste Agreement;
  - ii. The flow or Characteristics of the discharge are uncertain; or
  - iii. The flow or Characteristics of the discharge may change over time.
- (b) Approval Notices remain valid until:
- i. Cancellation under clause 8.12;
  - ii. The discharge fails to comply with the physical and chemical characteristics defined in Schedule 1A of this Bylaw (including any amendments to Schedule 1A); or
  - iii. In the reasonable opinion of Council, the discharge changes or is likely to change to such an extent that it becomes a Conditional or Prohibited Trade Waste.
- (c) Council may at any time during the term of a Consent, by written notice to the Consent Holder (following a reasonable period of consultation), vary any condition to such an extent as Council considers necessary.

*Note: (this note does not form part of the bylaw) A condition could be varied if technical matters associated with the discharge have changed, to meet any new resource consent imposed on the discharges from Council's Wastewater Treatment Plant or to comply with any other legal requirements imposed on Council.*

- (d) A Consent Holder may at any time during the term of a Consent, by written application to Council, seek to vary any condition of the Consent, as provided for in clause 8.2 (a) of this Bylaw.

### 8.6. Accidents and Spills

- (a) A Person who discharges Trade Waste must inform the Council immediately upon becoming aware of:
- i. An accident;
  - ii. Spillage;
  - iii. A defect in the process discharging Trade Waste; or
  - iv. A risk to the health and safety of the public or the environment;
- that may cause a breach of this bylaw.
- (b) A Person who reports an accident, spillage or defect as provided for in clause 8.6 (a) or the Consent Holder for a Premises must disclose any information that may contribute to:
- i. The restoration of the integrity of the Wastewater System,
  - ii. The cleaning of any spillage; or
  - iii. The determination of the risks associated with the Trade Waste.
- (c) In the event of any accident, spillage or defect referred to in clause 8.6 (a) from Premises where a Consent Holder has a Conditional Consent, Council may:
- i. Review the Consent under clause 8.5; or

- ii. Require the Consent Holder to review the contingency management procedures and resubmit the Management Plan to the Council for its Approval.
- (d) In the event of any accident, spillage or defect referred to in clause 8.6 (a) from Permits where a Consent Holder has an Approval Notice, Council may require the Consent Holder to apply for a Conditional Consent.

#### **8.7. Pre-treatment Requirements**

- (a) Council may approve a Trade Waste discharge subject to the provision of appropriate Pre-Treatment systems to enable the Consent Holder to comply with this bylaw. Such Pre-Treatment systems must be provided, operated and maintained by the Person discharging, at their expense. Typical Pre-Treatment requirements are provided for common Trade Waste Premises in Schedule 2.
- (b) Refuse or garbage grinders and macerators must not be used to dispose of solid waste from Trade Waste Premises to the Wastewater System unless Approved by Council.
- (c) Grease Traps must:
  - i. Have a functional capacity of no less than 500 litres;
  - ii. Be sized according to the greatest volume as specified in Table 1 contained in Schedule 2;
  - iii. Be cleaned out at least once every six months or more frequently as specified in Consent conditions. The frequency with which Grease Traps are required to be cleaned out may be determined through a visual inspection and/or sample testing from the device outlet by Council.
- (d) Shared Grease Traps, such as those operated by a body corporate or food court, must be sized appropriate to the total inputs. This must be no less than a functional capacity of 500 litres for each connected Premises.
- (e) A Consent Holder whose Premises has existing Grease Traps with a functional capacity of less than 500 litres must apply for a Conditional Consent unless they can demonstrate compliance with the physical and chemical characteristics set out in Schedule 1A to Council's satisfaction.
- (f) Alternative Grease Removal Systems must be:
  - i. Operated in accordance with the manufacturer's instructions;
  - ii. Serviced and/or cleaned out by a contractor Approved by Council as specified in Consent conditions;
  - iii. Sized according to manufacturer's recommendation; and
  - iv. May only be used with Council's Approval.
- (g) The frequency with which Alternative Grease Removal Systems are required to be serviced and/or cleaned out in accordance with sub-clause 8.7 (f) may vary. This will be determined by Council after a visual inspection and/or sample testing from the device outlet.

- (h) Alternative Grease Removal Systems which do not meet the requirements contained in this bylaw must be replaced at the Consent Holder's expense.

#### **8.8. Flow Metering**

- (a) Where flow and/or volume metering of any Trade Waste discharge is required as a condition of a Consent, the Consent Holder is responsible, at their own expense, for the supply, installation, reading and maintenance of a meter. These devices are subject to the Approval of Council, but remain the property of the Consent Holder.
- (b) Records of flow and/or volume must be available for viewing at any time by the Council, and must be submitted to Council at prescribed intervals by the Consent Holder in a format Approved by Council.
- (c) Meters must be located in a position Approved by Council that provides the required degree of accuracy and should be readily accessible for reading and maintenance. The meters must be located in the correct position according to the manufacturer's installation instructions.
- (d) The Consent Holder must arrange for in situ calibration and verification of the flow metering equipment and instrumentation by an Independent Qualified Person and method Approved by Council upon installation, and at least annually after that, to ensure its performance. The meter accuracy should be  $\pm 10\%$ , but with no greater a deviation from the previous meter calibration than  $\pm 5\%$ . A copy of the independent certification of each calibration and verification must be submitted to Council.
- (e) Should any meter be found to have an error greater than that specified in clause 8.8 (d) of this bylaw, Council may make an adjustment in accordance with the results shown by such tests. The adjustment may be back-dated for a period at the discretion of Council, but not exceeding 12 months. The Consent Holder must pay or be credited a greater or lesser amount according to such adjustment.
- (f) Where in the reasonable opinion of Council, a meter has been tampered with, Council (without prejudice to the other remedies available) may declare the reading void and estimate discharge as provided in clause 8.9(a) of this bylaw.
- (g) Measurement of flow and/or volume must be carried out by or on behalf of the Consent Holder in accordance with British Standard (BS)3680: Part 11A, BS 3680: Part 11B and BS 5728: Part 3, or another Council Approved methodology.

#### **8.9. Estimating Discharge**

- (a) Where no flow meter or similar device is required or where no flow or sample results have been supplied by the Consent Holder, Council may estimate the discharge of Trade Waste for charging purposes based on:
  - i. The volume of water supplied to the Premises, taking into account the proportion of that volume which is estimated to be discharged to the Wastewater System;
  - ii. The flow or characteristics of the discharge measured by the Consent Holder at

a previous time during similar operating conditions; and/or

- iii. The flow or characteristics measured by Council during the most recent audit sample.

#### **8.10. Sampling, Testing and Monitoring**

- (a) Council may undertake sampling, testing, monitoring and audit inspections to determine if:
  - i. A discharge complies with the provisions of this bylaw;
  - ii. A discharge is to be classified as Permitted, Conditional, or Prohibited (refer to clause 8.1 of this bylaw);
  - iii. A discharge complies with any condition of a Consent or Trade Waste Agreement including a Management Plan; and
  - iv. Trade Waste Consent charges are applicable to that discharge.
- (b) Where monitoring of any Trade Waste discharge is required as a condition of a Consent to ensure compliance with other conditions of the Consent:
  - i. The Consent Holder must monitor the discharge of Trade Waste; and
  - ii. Council may independently monitor the discharge of Trade Waste.
- (c) The Consent Holder is responsible for all costs of monitoring, sampling and testing.
- (d) The taking, preservation, transportation and analysis of the samples must be undertaken by an Authorised Officer or agent of Council, or the Consent Holder in accordance with accepted industry standard methods or another methodology Approved by Council.
- (e) Any sample analysis must use methods or procedures in accordance with, or validated against, the latest version of the AWWA Standard methods for the examination of Water and Wastewater” or by such alternative method or procedure Approved by Council. Analysis must be undertaken by a laboratory accredited by IANZ, or a laboratory Approved by Council.
- (f) The Consent Holder must provide to Council or an Authorised Officer the results of any sampling, analysis, flow measurements or other monitoring requirements such as Pre-Treatment system maintenance, within one Working Day of any request by Council.
- (g) Where clause 8.6 does not apply, but there is non-compliance with the conditions of a Consent or a Trade Waste Agreement or where an anomalous result is obtained, the Consent Holder must report the results of the analysis to Council as soon as practicable and in all cases within three Working Days.

#### **8.11. Review of Decisions**

- (a) If any Person is dissatisfied with any decision by an Authorised Officer made under this bylaw, that Person may request in writing that the City Waters Manager review any such decision. The request must be made no later than 20 Working Days after the decision by the Authorised Officer. The City Waters Manager’s decision is final.
- (b) Nothing in this clause affects any right of appeal under the Local Government Act 2002.



**8.12. Transfer or Termination**

- (a) A Trade Waste Consent must be issued in the name of the given Consent Holder. The Consent Holder must not, without Council Approval:
  - i. Transfer to any other party the rights and responsibilities provided for under this bylaw, and under the Consent;
  - ii. Allow a Point of Discharge to serve another Premises, or the Private Drain to that point to extend by pipe, or any other means, to serve another Premises; or
  - iii. In particular and not in limitation of the above, allow Wastewater from any other party to be discharged at their Point of Discharge.
- (b) Council may suspend or cancel any Consent at any time following not less than 20 Working Days (during which consultation has occurred) notice to the Consent Holder or Person discharging any Trade Waste:
  - i. For the failure to comply with any condition of the Consent or to maintain effective control over the discharge;
  - ii. For the failure to comply with this bylaw or a Consent in respect of the volume, nature or composition of Trade Waste being discharged;
  - iii. In the event of any breach of a Resource Consent held by Council issued under the Resource Management Act caused in whole or in part by the Trade Waste discharge;
  - iv. Failure to provide and when appropriate update a Management Plan as required for a Conditional Consent;
  - v. Failure to follow the Management Plan provisions;
  - vi. Failure to pay any Trade Waste charges;
  - vii. If new information becomes available on the nature or Characteristics of the Trade Waste discharge; or
  - viii. If any other circumstances arise which, in the opinion of Council, render it necessary in the public interest to cancel the right to discharge.
- (c) Further to clause 8.12 (b) of this bylaw, any Consent may at any time be immediately suspended or cancelled by Council, on giving to the Consent Holder, written notice, if:
  - i. They discharge any Wastewater with prohibited Characteristics as set out in Schedule 1B ;
  - ii. Council is lawfully directed to withdraw or otherwise to terminate the Consent summarily;
  - iii. The discharge of Trade Waste is unlawful;
  - iv. If the discharge is, in the opinion of Council, a threat to the environment or public health;
  - v. In the event of any negligence which, in the opinion of Council, threatens the operation of the Wastewater System; or



- vi. In the opinion of Council, the discharge puts at risk the ability of Council to comply with the conditions of a Resource Consent and/or requires identified additional treatment measures or costs to avoid a breach of any such Resource Consent.
- (d) Council may require a Consent Holder, at their expense, to disconnect the Premises from the Wastewater System where:
  - i. The Consent has expired;
  - ii. Council suspends or cancels a Consent; or
  - iii. The Consent Holder breaches clauses 7.2 (a) to (d).
- (e) If the Consent Holder fails to comply with any such requirement to disconnect, Council may at the Consent Holder's expense, access the Premises in accordance with section 171 of the Local Government Act 2002 in order to disconnect it from the Wastewater System. Council may carry out such works as it considers necessary to prevent the further discharge of Trade Waste into the Wastewater System.

### **8.13. Transitional provisions**

- (a) Any application for a Consent made under Council's Trade Waste Bylaw 2006, for which a Consent has not been granted at the time of this new bylaw coming into force, is deemed to be an application made under clause 8.2 of this bylaw.
- (b) Every existing Consent continues in force as if it were a Consent under this bylaw until it reaches its expiry date, provided that no Consent runs beyond 31 August 2021. For the avoidance of doubt, Schedule 1A of this bylaw applies to existing consents except to the extent that the consent conditions specifically provide for a different limit.
- (c) Subject to clause 8.13 (d) of this bylaw, every existing duly executed Trade Waste Agreement between an Occupier and Council which is current at the date this bylaw comes into force continues on the same terms and conditions as if it was a Trade Waste Agreement issued under this bylaw.
- (d) Where an existing Trade Waste Agreement is silent as to its term, that agreement will be terminable on six months' written notice by Council and the Occupier shall be required to apply for a Consent or Trade Waste Agreement in accordance with this bylaw.
- (e) A Person who proposes to continue a discharge of Permitted Trade Waste who does not have an Approval Notice must apply for an Approval Notice within twelve weeks of this bylaw coming into force.

## **9. TANKERED WASTE**

- 9.1 Any Person wishing to discharge Tankered Waste into the Wastewater System must hold a Consent under this bylaw.
- 9.2 Council may accept Tankered Waste for discharge at an Approved location.
- 9.3 Consent Holders must supply the following information to Council before discharging Tankered Waste to the Wastewater System:

- (a) A description of the type of waste;
  - (b) The source of waste and location;
  - (c) The date and time of collection;
  - (d) The volume of waste collected;
  - (e) The tracking Identification number and vehicle registration number; and
  - (f) A representative sample of the tanker load.
- 9.4 Tankered Waste will only be accepted during working hours on Working Days, or as advised by Council.
- 9.5 Tankered Waste is not to be collected and transported to the disposal site until appropriate arrangements, documentation and method for disposal have been Approved by Council.
- 9.6 To prevent cross-contamination between tanker loads, the tanker must be washed prior to collecting a load for disposal into the Wastewater System.
- 9.7 A Consent Holder must give Council 24 hours' notice of a proposed discharge of Tankered Waste.
- 9.8 Council may require analysis of Tankered Waste to confirm its Characteristics.
- 9.9 Council may require the Consent Holder to obtain specialist advice on Pre-Treatment or acceptance.
- 9.10 The cost of all sampling, analysis and advice must be met by the Consent Holder.
- 9.11 The Consent Holder must ensure that Tankered Waste is treated in accordance with the conditions of the Consent before disposal.
- 10. ACCESS**
- 10.1. In accordance with section 171 of the Local Government Act 2002, an Authorised Officer may enter and inspect any land or building (other than a dwelling house) for routine inspection or monitoring or for post breach monitoring. The Authorised Officer must give at least 24 hours notice of the intended entry.
- 10.2. In accordance with section 172 of the Local Government Act 2002, an Authorised Officer may enter and inspect any land for the purpose of detecting a breach of this bylaw if the Authorised Officer has reasonable grounds for suspecting that a breach has occurred or is occurring on the land. The Authorised Officer must give reasonable notice unless the giving of notice would defeat the purpose of entry. To use this power to enter a dwelling house, the Authorised Officer must comply with section 172(3) of the Local Government Act 2002.
- 10.3 In accordance with section 173 of the Local Government Act 2002, in the event of a sudden emergency causing or likely to cause damage to property or the environment or where

there is danger to any works or adjoining property, an Authorised Officer may enter occupied land or buildings. Notice is not required.

### 11. FEES AND CHARGES

11.1. In accordance with sections 150 and 151 of the Local Government Act 2002, Council may, by resolution using the procedures required by the Act, fix charges payable by Consent Holders and applicants for the purposes of:

- (a) Administering this bylaw,
- (b) Administering Consent applications and Consents granted under this bylaw, and
- (c) Recovering the cost of receiving, treating and disposing of Trade Waste by or on behalf of Council.

### 12. BREACHES

12.1. It is a breach of this bylaw to:

- (a) Fail to comply with any requirement of this bylaw;
- (b) Fail to comply with any Defect Notice issued by an Authorised Officer pursuant to this bylaw;
- (c) Obstruct an Authorised Officer in the performance of their function under this bylaw.

12.2. Any Consent Holder who incorrectly informs Council of the Characteristics or volume of Tankered Waste, or who discharges Tankered Waste other than in the prescribed location and in accordance with the Consent will be in breach of this bylaw.

12.3. Council may physically prevent discharge to the Wastewater System in the case of a non-compliance with this bylaw, a Consent or a Trade Waste Agreement.

12.4. An Authorised Officer may report breaches or imminent breaches to Waikato Regional Council and the Environment Protection Authority for further enforcement.

12.5. A Person is not in breach of this bylaw if that Person proves that the act or omission complained of was necessary to:

- (a) Save or protect life or health or prevent injury; or
- (b) Comply with Council's obligations under the Health Act 1956 and any subsequent amendments; or
- (c) Prevent serious damage to property; or
- (d) Avoid actual or likely damage to the environment;

provided the conduct of the Person was reasonable in the circumstances and the effects of the act or omission were adequately remedied or mitigated by the Person after the breach occurred.

### 13. REMEDIAL WORKS AND COST RECOVERY

13.1. In accordance with section 186 of the Local Government Act 2002, if an Authorised Officer serves a notice on the owner or Occupier requiring any works in connection with the Premises to comply with the requirements of this bylaw, a Consent, or Trade Waste

Agreement, Council or an Authorised Officer may carry out the works where the owner or Occupier fails to comply with the notice, either:

- (a) Within the time specified in the notice; or
- (b) Within 24 hours if the notice certifies that the work is urgent; or
- (c) If the owner or Occupier fails to proceed with the work with all reasonable speed.

13.2. In accordance with section 187 of the Local Government Act 2002, if an Authorised Officer serves a notice on any Person under this bylaw, and the Person fails to take the steps within the time specified, then Council or any Authorised Officer is authorised to take the steps set out in the notice. Council may recover the cost of doing the work, together with reasonable administrative and supervision charges.

13.3. In accordance with section 176 of the Local Government Act 2002, a Person who has been convicted of any offence against this bylaw is liable to pay to Council the costs of remedying any damage caused in the course of committing the offence. The costs must be assessed by a District Court Judge and are recoverable summarily as if they were a fine.

13.4. Costs recoverable under clause 13.3 are in addition to any other penalty for which the Person who committed the offence is liable.

#### 14. OFFENCES AND PENALTIES

14.1. A Person who breaches this bylaw and is convicted of an offence is liable to a penalty not exceeding \$200,000 pursuant to section 242 under the Local Government Act 2002.

Amendments to this bylaw were made by the HAMILTON CITY COUNCIL by Special Consultative Procedure and confirmed a meeting of the Council held on XX XX 2023. The amendments to the bylaw become operative on XX XX 2023

~~The COMMON SEAL of the HAMILTON CITY COUNCIL  
was affixed in the presence of:~~

Councillor: .....

Councillor: .....

Chief Executive: .....

#### SCHEDULES

1A – PERMITTED CHARACTERISTICS

1B - PROHIBITED CHARACTERISTICS

2 - PRE-TREATMENT REQUIREMENTS

### Schedule 1A - Permitted Characteristics

The following tables set out general requirements and maximum concentrations for Permitted Trade Waste and Domestic Wastewater.

Conditional Consents and Trade Waste Agreements may contain lower or higher concentration limits and/or Mass Limits to control the total mass of a substance discharged.

**Table 1 - General Characteristics**

Parameter	Requirement or limit	Commentary
Bio-chemical Oxygen Demand (BOD5)	1,000 g/m <sup>3</sup> or 5 kg/day.	It is sufficient to comply with either the concentration limit or the mass limit. High BOD can overload treatment plants.
Chemical Oxygen Demand (COD)	2,000 g/m <sup>3</sup> or 10 kg/day.	It is sufficient to comply with either the concentration limit or the mass limit. High COD can overload treatment plants.
Colour	No waste shall have colour or colouring substance that causes the discharge to be coloured to the extent that it impairs Wastewater treatment processes or Council is at risk of breaching resource consent conditions relating to discharge to the environment.	Some coloured substances can be difficult to remove in the treatment process.
Emulsions of paint, latex, adhesive, rubber, plastic or similar	Must not cause blockages or interfere with the operation of the Wastewater treatment system including treatment process.	Emulsions will coagulate when unstable and can sometimes cause blockages in the Wastewater System or interfere with the operation of the treatment process.
Flow	Maximum daily total flow 5m <sup>3</sup> . Instantaneous flowrate 2.0 L/s.	The total flow should be measured over any 24 hour period. Trade waste discharges with a daily flow greater than 5m <sup>3</sup> will require a Conditional Consent.
Gross solids (non-faecal)	15mm maximum dimension.	Gross solids can cause blockages in the Wastewater System.

# Hamilton City Council

## BYLAWS

Parameter	Requirement or limit	Commentary
Oil and Grease	200 g/m <sup>3</sup> . No free or floating layer.	Oils and greases can cause blockages in the Wastewater System, adversely affect the treatment process, and may impair the aesthetics of the receiving environment.
pH	6.0 to 10.0.	Low pH can cause corrosion of the Wastewater System, generate odours which could cause a public nuisance; release toxic H <sub>2</sub> S gas which could endanger workers.
Radioactivity	Must not exceed the Office of Radiation Safety Code of Practice CSP1 for the Use of Unsealed Radioactive Material.	
Settleable Solids	50 ml/L.	Can cause blockages and overload the treatment process.
Solvents or other organic liquids	No free or floating layer.	Some organic liquids are denser than water and will settle in pipes and traps.
Suspended Solids	2,000 g/m <sup>3</sup> .	Can cause blockages and overload the treatment process.
Transmissivity	When diluted at 10:1 with distilled water and tested at 254nm, the result must have a transmissivity of 50% or more, equivalent to an absorbance of 0.3010 or less.	Poor transmissivity reduces the effectiveness of the UV light disinfection at treatment plants.
Temperature	40 °C.	High temperatures cause increased damage to structures, increase the potential for anaerobic conditions to form in the Wastewater, promote the release of toxic gases and can endanger workers. Conditional Consents may have a lower temperature limit.

# Hamilton City Council

## BYLAWS



Parameter	Requirement or limit	Commentary
Inhibitory Substances	Should any Characteristic of a discharge be found to inhibit the performance of the Wastewater treatment process, such that Council is at risk of breaching resource consent conditions, Council may limit the concentration of any inhibitory substance.	

**Table 2 - Chemical Characteristics**

Parameter	Limit g/m <sup>3</sup>	Commentary
Ammonia (as N)	50	May endanger workers; significantly contribute to the nutrient loading on the receiving environment.
Ammonium salts	200	May endanger workers; significantly contribute to the nutrient loading on the receiving environment.
Anionic Surfactants as methylene blue active substance (MBAS)	300	High MBAS can adversely affect the efficiency of activated sludge plants, cause foaming and impair the aesthetics of the receiving waters.
Boron	25	Boron is not removed by conventional Wastewater treatment.
Bromine as Br <sub>2</sub>	5	High concentrations could affect the health and safety of workers.
Chlorine (Cl <sub>2</sub> free chlorine)	3	Can endanger workers, cause corrosion of the Wastewater collection system.
Cyanide as CN <sup>-</sup>	1	Can produce toxic atmospheres and endanger workers.
Dissolved aluminium	100	Aluminium compounds, particularly in the presence of calcium salts, have the potential to precipitate as a scale, which may cause a blockage.
Dissolved iron	100	Iron salts may precipitate and cause a blockage. High concentrations of ferric iron may also present colour problems depending on local conditions.
Fluoride as F	30	Not removed by conventional Wastewater treatment.
Hypochlorite	30	Can endanger workers, cause corrosion of the Wastewater collection system.
Kjeldahl nitrogen	150	May significantly contribute to the nutrient load discharged to the receiving environment.
Sulphate (measured as SO <sub>4</sub> )	500	May adversely affect Wastewater System, may increase the potential for the generation of sulphides.
Sulphite (measured as SO <sub>2</sub> )	15	Can endanger workers, cause corrosion of the Wastewater collection system.
Sulphide (as H <sub>2</sub> S on acidification)	5	May cause corrosion of Wastewater System, particularly the non-wetted part of the Wastewater pipes; generate odours which could cause a public nuisance; release toxic H <sub>2</sub> S gas which could endanger workers.
Total Phosphorus as P	50	May significantly contribute to the nutrient load discharged to the receiving environment.



**Table 3 - Heavy Metals**

Heavy metals can inhibit Wastewater treatment process and restrict the reuse of Biosolids. Mass Limits may be imposed – refer to clause 8.4 (b) of this bylaw.

Parameter	Limit g/m <sup>3</sup>
Antimony	5
Arsenic	5
Barium	5
Beryllium	0.005
Cadmium	0.5
Chromium (Total)	5
Cobalt	5
Copper	5
Lead	5
Manganese	5
Mercury	0.005
Molybdenum	5
Nickel	5
Selenium	5
Silver	2
Thallium	5
Tin	5
Zinc	5

**Table 4 - Organic Compounds**

Organic compounds can endanger sewer workers and treatment processes.

Parameter	Limit g/m <sup>3</sup>
Acetone	100
Benzene	1
Butanone	100
Chlorinated phenols	0.02
Ethylbenzene	5
Ethylene Glycol	50
Formaldehyde	30
Halogenated aliphatic compounds	1
Halogenated aromatic hydrocarbons (HAH's)	0.002
Organophosphate pesticides	0.1
Pesticides ( includes insecticides, herbicides, fungicides and excludes organophosphate, organochlorine and any other pesticides not registered for use in New Zealand)	0.2 in total
Phenolic compounds (as phenols) excluding chlorinated phenols	50
Polybrominated biphenyls (PBBs)	0.002
Polychlorinated biphenyls (PCBs)	0.002
Polycyclic (or polynuclear) aromatic hydrocarbons (PAHs)	0.05
Total Petroleum Hydrocarbons	
C7 - C14	30
C7 – C36	50
Tri-methyl Benzene	5
Toluene	5
Xylene	5

**Table 5 - Liquid Waste from Pharmacies**

Pharmacies must not discharge more liquid pharmaceutical waste per month than the volumes listed below. The volume limit is based on the concentration of active ingredients in the product.

Volume Limit	Active Concentration
10 litres	125mg/5ml
5 litres	250mg/5ml
3 litres	Above 250mg/5ml

### Schedule 1B: Prohibited Characteristics

Prohibited Trade Waste has or is likely to have any of the prohibited Characteristics set out below. Prohibited Characteristics are present if their concentration exceeds background levels. The background level in relation to any substance means the extent to which that substance is present (if at all) in the municipal water supply used on the Premises, or in any other water supply that is Approved by Council for the purpose of discharging waste.

#### Prohibited Characteristics

- (1) Any discharge has prohibited Characteristics if it has any solid, liquid or gaseous matters, or any combination, or mixture of such matters which by themselves or in combination with any other matters will immediately or in the course of time:
  - (a) Interfere with the free flow of Wastewater in the Wastewater System; or damage any part of the Wastewater System;
  - (b) In any way, directly or indirectly, cause the quality of the effluent or Biosolids and other solids from any Wastewater Treatment Plant to breach the conditions of a permit issued under the Resource Management Act 1991, or water right, permit or other governing legislation;
  - (c) Prejudice the occupational health and safety of any Person or people;
  - (d) After treatment be toxic to fish, animal or plant life in the receiving waters;
  - (e) Cause malodorous gases or
  - (f) Contains substances that cause the discharge of any Wastewater Treatment Plant to receiving waters to be coloured.
- (2) A discharge has a prohibited Characteristic if it has any amount of:
  - (a) Harmful solids, including dry solid wastes and materials which combine with water to form a cemented mass;
  - (b) Dry solids, solids longer than 30mm, fibrous material, sheet films, and anything which may react to form a solid mass;
  - (c) Except as allowed for in Schedule 1A, liquid, solid or gas which could be flammable or explosive in the wastes, including oil, fuel, , calcium carbide and any other material which is capable of giving rise to fire or explosion hazards either spontaneously or in combination with sewage;
  - (d) Asbestos;
  - (e) The following organo-metal compounds:
    - i. tin (as tributyl and other organotin compounds); or
    - ii. chromium (as organic compounds);
  - (f) Genetic wastes, being all wastes that contain or are likely to contain genetically altered material from Premises where the genetic alteration of any material is conducted;
  - (g) Any health care wastes covered by NZS 4304 or any pathological or histological wastes;
  - (h) Radioactivity levels not compliant with the Office of Radiation Safety Code of Practice CSP1 for the Use of Unsealed Radioactive Material;
  - (i) Any pharmaceutical liquid waste containing cytotoxic ingredients. Cytotoxic waste means waste that is contaminated by a cytotoxic drug.

### Schedule 2: Pre-treatment and Discharge Requirements

**Table 6 – Typical requirements for businesses**

Business	Typical Requirement
Aquariums	Must meet quarantine requirements.
Bakeries	Appropriate in-floor bucket trap and appropriate in-sink bucket trap.
Barber	Appropriate in-floor bucket trap and appropriate in-sink bucket trap.
Beauticians	Nil.
Building construction	No discharge to sewer permitted.
Business offices with minimal hot food	Nil.
Cafés/takeaways with minimal hot food	Appropriate in-floor bucket trap and appropriate in-sink bucket trap.
Carpet cleaners	20 micron filtration.
Chemists/pharmacists	Nil.
Churches with catering facilities	Appropriate in-floor bucket trap and appropriate in-sink bucket trap.
Community hall with minimal hot food	Nil.
Cooling towers	Discharge not to exceed 500 litres an hour.
Day care	Nil.
Delicatessen with no hot food	Nil.
Dental surgery	Amalgam trap and segregation of waste amalgam.
Dental technician	Plaster trap.
Doctors surgery	Nil.
Dog groomer	Appropriate in-floor bucket trap; appropriate in-sink bucket trap; no organophosphorus pesticide to the Wastewater System.
Dry cleaners	Screens to remove solids; solvent recovery unit.
Engineering workshops car wash/valet/automotive	Screens to remove solids; No open areas allowing discharge of rainwater to Wastewater System; appropriate in-ground water/oil separator; appropriate in-ground bucket trap; equipment maintenance requirements and discharge limits apply.
Florist	No herbicide to sewer; appropriate in-floor bucket trap; appropriate in-sink bucket trap.
Food business with minimal hot food preparation	Appropriate in-floor bucket trap and appropriate in-sink bucket trap.
Fruit and vegetable, retail	Appropriate in-floor bucket trap and appropriate in-sink bucket trap.
Funeral parlour	Nil.
General Retail (excluding food Premises, cafes, or coffee lounges)	Nil.
Hairdresser	Appropriate in-floor bucket trap and

# Hamilton City Council

## BYLAWS

Business	Typical Requirement
	appropriate in-sink bucket trap.
Health industries, medical centres	Screens to remove solids; appropriate in-floor bucket trap and appropriate in-sink bucket trap; plaster traps; equipment maintenance requirements and discharge limits apply.
Hotels and motels with catering facilities	Appropriate in-floor bucket trap and appropriate in-sink bucket trap.
Kitchens/dining halls	Appropriate in-floor bucket trap and appropriate in-sink bucket trap, Equipment maintenance requirements and discharge limits apply.
Laundries - small	Appropriate in-floor bucket trap and appropriate in-sink bucket trap; screens to remove lint and solids; equipment maintenance requirements and discharge limits apply.
Marae with catering facilities	Appropriate in-floor bucket trap and appropriate in-sink bucket trap.
Motels (without restaurant)	Nil
Optical processes	Appropriate solids settlement pit.
Paint and panel beaters	No open areas allowing discharge of rainwater to Wastewater System, appropriate in-ground water/oil/paint separator, appropriate in-ground bucket trap, equipment maintenance requirements and discharge limits apply.
Pet shop	Appropriate in-floor bucket trap and appropriate in-sink bucket trap.
Residential care facilities	Appropriate in-floor bucket trap and appropriate in-sink bucket trap.
Restaurants or school canteens	Appropriate in-floor bucket trap and appropriate in-sink bucket trap; equipment maintenance requirements and discharge limits apply.
Retail butchers and fishmongers	Appropriate in-floor bucket trap and appropriate in-sink bucket trap.
Sandwich shop, salad bar, juice bar, coffee shop, fast food or take-away bar	Appropriate in-floor bucket trap and appropriate in-sink bucket trap; equipment maintenance requirements and discharge limits apply.
Sanitary bin washing	Screening and temperature control.
Schools, polytechnics, universities (with laboratories/catering facilities)	Appropriate in-floor bucket trap and appropriate in-sink bucket trap.
Service Stations and Automotive servicing workshops/garages	No open areas allowing discharge of rainwater to Wastewater System; appropriate in-ground water/oil/paint separator; appropriate in-ground bucket trap; equipment maintenance

# Hamilton City Council

## BYLAWS

Business	Typical Requirement
	requirements and discharge limits apply.
Swimming pool/spa (residential, hotel, or club)	No open areas draining rainwater to the Wastewater System; discharge must be less than 2 L/s.
Veterinary	Appropriate in-floor bucket trap and appropriate in-sink bucket trap; no organophosphorus pesticide to the Wastewater System; no open areas draining rainwater to the Wastewater System.
X-ray (<10 standard x-ray films a day, e.g. small professional customers, chiropractors, veterinary clinics, dentists, GPs)	Dilute silver rich solutions may be discharged to the Wastewater System in quantities of less than 1 litre per day.
<b>Grease Trap Sizing Guide for Food Retail Businesses</b>	<p>A conventional tank type Grease Trap must have a functional capacity of no less than 500 litres. It is recommended Grease Traps be sized based on:</p> <ul style="list-style-type: none"> <li>(a) 40 litres capacity per served meal per hour; or</li> <li>(b) 5 litres capacity per seated person/served meals per day;</li> </ul> <p>PLUS</p> <ul style="list-style-type: none"> <li>(c) an additional 25% capacity for peak flushes; and</li> <li>(d) an additional 250 litres capacity for each connected dishwasher.</li> </ul> <p>Retention time within the Grease Trap must be a minimum of one hour in all cases.</p>

# Council Report

**Committee:** Council  
**Author:** Amy Viggers  
**Position:** Governance  
**Date:** 15 December 2022  
**Authoriser:** Michelle Hawthorne  
**Position:** Governance and Assurance Manager

**Report Name:** Proposed 2023 Schedule of Meetings

<b>Report Status</b>	<i>Open</i>
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## Purpose – *Take*

1. To seek the Council's approval of the proposed 2023 Schedule of Meetings for Council and Committees.

## Staff Recommendation - *Tuutohu-aa-kaimahi*

2. That the Council approves the proposed 2023 Schedule of Meetings (**attachment 1** of the staff report).

## Executive Summary - *Whakaraapopototanga matua*

3. The proposed 2023 Hamilton City Council Schedule of Meetings (**attachment 1** of this report) sets out the meeting dates for the 2022 calendar year for Council and Committees of Council in line with the approved Governance Structure for the 2022-2025 triennium.
4. The schedule was developed in consultation with the Mayor, Elected Members, and key members of staff, and was largely based on what has worked well in previous years.
5. Staff consider the decision in this report has low significance and that the recommendations comply with the Council's legal requirements.

## Discussion - *Matapaki*

6. It is good practice for the Council to adopt a schedule of meetings for the following calendar year so that the business of the Council can be conducted in an orderly and transparent manner, and to allow public notification of meetings to be given in compliance with the Local Government Official Information and Meetings Act 1987.
7. The proposed 2023 Hamilton City Council Schedule of Meetings (**attachment 1** of this report) sets out the meeting dates for the 2023 calendar year for Council and Committees of Council in line with the approved Governance Structure for this triennium.
8. The following considerations informed the development of the proposed 2023 schedule of meetings:
  - i. The Mayor's Office, Elected Members and the Executive Leadership Team have had an opportunity to review and provide feedback on the draft schedule of meetings.

- ii. Council meetings and briefings are scheduled on Tuesday, Wednesday and Thursday as much as possible, to keep Monday and Friday free for regional commitments and constituency work.
  - iii. Weeks without meetings are generally linked to the public holidays, partly cross over school holidays and are more regular.
  - iv. Council meetings (1 monthly) are generally scheduled on the first Thursday of each month (the exceptions to this rule are due to the proposed 2023-24 Annual Plan programme and Christmas period of 2023).
  - v. Committee meeting frequency is two monthly or quarterly per the terms of reference.
  - vi. Briefings have been scheduled to be fortnightly.
  - vii. Finance and Monitoring meetings are proposed to take place at the end of a month. This is to enable staff to complete the month end process before reporting to the Committee which would lead to more up to date financial information in reports.
9. Once the 2023 Schedule of Meetings has been approved, the Governance Team will update members calendars accordingly and the meeting dates will be uploaded to Council's website so the public have advance warning of meeting dates.
10. If there are any changes to dates during the year, all calendars will be managed and updated accordingly by the Governance Team as per normal process.
11. Staff are currently working on forming draft 2023 work programmes and schedule of Council and Committee reports in consultation with relevant Chair's and Deputy Chair's. These schedules/work programmes will come back to Council for approval in the new year.

#### **Financial Considerations - *Whaiwhakaaro Puutea***

12. There are no financial considerations required for the decisions required in this report.

#### **Legal and Policy Considerations - *Whaiwhakaaro-aa-ture***

13. Staff confirm that the recommendation in this report complies with the Council's legal and policy requirements.

#### **Wellbeing Considerations - *Whaiwhakaaro-aa-oranga tonutanga***

14. The purpose of Local Government changed on the 14 May 2019 to include promotion of the social, economic, environmental and cultural wellbeing of communities in the present and for the future ('the 4 wellbeings').
15. The subject matter of this report has been evaluated in terms of the 4 wellbeings during the process of developing this report.
16. The recommendations set out in this report are consistent with that purpose.

#### **Risks - *Tuuraru***

17. There are no known risks associated with the decisions required for this matter.



## **Significance & Engagement Policy - *Kaupapa here whakahira/anganui***

### **Significance**

18. Staff have considered the key considerations under the Significance and Engagement Policy and have assessed that the recommendation(s) in this report has/have a low level of significance.

### **Engagement**

19. Given the low level of significance determined, the engagement level is low. No engagement is required.

## **Attachments - *Ngaa taapirihanga***

Attachment 1 - Proposed 2023 Schedule of Meetings

## Hamilton City Council - Schedule of Meetings 2023

	January	February	March	April	May	June	July	August	September	October	November	December	
Mon					1		Mon						Mon
Tues					2	CE Review workshop	Tues		1				Tues
Wed		1	Briefing	1	3	Briefing	Wed		2	Briefing	1		Wed
Thur		2	Council	2	4	Council	Thur		3	Council	2		Thur
Fri		3		3	5	2	Fri		4		3	1	Fri
Sat		4		4	6	3	Sat	1	5	2	4	2	Sat
Sun	1	5		5	7	4	Sun	2	6	3	5	3	Sun
Mon	2	New Years	6	Waltangi Day	8	5	Mon	3	7	4	6	4	Mon
Tues	3	New Years	7		9	6	Tues	4	8	5	7	5	Tues
Wed	4		8	AP Workshop	10	7	Wed	5	9	6	8	6	Wed
Thur	5		9		11	8	Thur	6	10	7	9	7	Thur
Fri	6		10	Metro Sector	12	9	Fri	7	11	8	10	8	Fri
Sat	7		11		13	10	Sat	8	12	9	11	9	Sat
Sun	8		12		14	11	Sun	9	13	10	12	10	Sun
Mon	9		13		15	12	Mon	10	14	11	13	11	Mon
Tues	10		14	CE Review workshop	16	13	Tues	11	15	12	14	12	Tues
Wed	11		15	Briefing	17	14	Wed	12	16	13	15	13	Wed
Thur	12		16	Comm & Enviro	18	15	Thur	13	17	14	16	14	Thur
Fri	13		17		19	16	Fri	14	18	15	17	15	Fri
Sat	14		18		20	17	Sat	15	19	16	18	16	Sat
Sun	15		19		21	18	Sun	16	20	17	19	17	Sun
Mon	16		20		22	19	Mon	17	21	18	20	18	Mon
Tues	17		21	Dog Control	23	20	Tues	18	22	19	21	19	Tues
Wed	18		22	Traffic	24	21	Wed	19	23	20	22	20	Wed
Thur	19		23	SG & DP	25	22	Thur	20	24	21	23	21	Thur
Fri	20		24		26	23	Fri	21	25	22	24	22	Fri
Sat	21		25		27	24	Sat	22	26	23	25	23	Sat
Sun	22		26		28	25	Sun	23	27	24	26	24	Sun
Mon	23		27		29	26	Mon	24	28	25	27	25	Mon
Tues	24		28	Fin & Mon   CE Review	30	27	Tues	25	29	26	28	26	Tues
Wed	25		29	Strat Risk & Assur	31	28	Wed	26	30	27	29	27	Wed
Thur	26		30	Comm Grant Sub		29	Thur	27	31	28	30	28	Thur
Fri	27		31			30	Fri	28		29		29	Fri
Sat	28						Sat	29		30		30	Sat
Sun	29						Sun	30				31	Sun
Mon	30	Juckland Anniversary					Mon	31					Mon
Tues	31						Tues			31	Fin & Mon		Tues
	January	February	March	April	May	June	July	August	September	October	November	December	

KEY - Committees		
Council	CE Review	
Finance & Monitoring	Council - LTP	Citizenship
Infra & Transport	Briefing	Civic Awards
SG & DP	Tainui Co-Governance	Traffic
Comm & Enviro	Comm Grant Sub	AP Workshop
Ec Dev	Dog Control	Public Holiday
Reg & Hear	Strat Risk & Assur	
No Meetings scheduled to enable regular breaks		

Regional/Joint Committee/Other meetings	
DATES TO BE CONFIRMED - WRC Regional Connections Committee	
DATES TO BE CONFIRMED - Waikato Plan	
DATES TO BE CONFIRMED - CDEM Civil Defence Emergency Management	
DATES TO BE CONFIRMED - Future Proof Implementations Committee	
LGNZ - Conference	
LGNZ - National Council	
LGNZ - Zone 2	
LGNZ - Metro Sector	

2023-24 Annual Plan	
2 March Council Approval Draft AP	
23 March Approve Consultation Doc	
3 April - 3 May Consultation	
18 May Hearing	
19 May Hold Hearing	
1 June AP Deliberations	
29 June Adoption	
2024-34 LTP Plan	
5-6 September Workshop on Draft LTP	
19 October LTP approval of Draft LTP budget	
12 December approval of LTP Consultation Doc	

School Holidays	
7 Apr - 23 Apr	
1 Jul - 16 Jul	
23 Sep - 8 Oct	
20 Dec - 29 Jan	

## Resolution to Exclude the Public

### Section 48, Local Government Official Information and Meetings Act 1987

The following motion is submitted for consideration:

That the public be excluded from the following parts of the proceedings of this meeting, namely consideration of the public excluded agenda.

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

General subject of each matter to be considered	Reasons for passing this resolution in relation to each matter	Ground(s) under section 48(1) for the passing of this resolution
C1. Confirmation of the Council Public Excluded Minutes - 17 November 2022	) Good reason to withhold ) information exists under	Section 48(1)(a)
C2. Information Services - Contract Renewals	) Section 7 Local Government ) Official Information and	
C3. Information Services - Managed Services Contracts	) Meetings Act 1987 )	
C4. Information Services - Automated Testing Contract Renewal		

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

Item C1.	to prevent the disclosure or use of official information for improper gain or improper advantage	Section 7 (2) (j)
Item C2.	to enable Council to carry out negotiations	Section 7 (2) (i)
Item C3.	to enable Council to carry out negotiations	Section 7 (2) (i)
Item C4.	to enable Council to carry out negotiations	Section 7 (2) (i)