

## Notice of Meeting:

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

**Date:** Thursday 17 September 2020  
**Time:** 9.30am  
**Meeting Room:** Council Chamber/Audio visual link  
**Venue:** Municipal Building, Garden Place, Hamilton

Richard Briggs  
Chief Executive

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## Council OPEN AGENDA

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### Membership

**Chairperson** Mayor P Southgate  
*Heamana*

**Deputy Chairperson** Deputy Mayor G Taylor  
*Heamana Tuarua*

<b>Members</b>	Cr M Bunting	Cr A O’Leary
	Cr M Forsyth	Cr R Pascoe
	Cr M Gallagher	Cr S Thomson
	Cr R Hamilton	Cr M van Oosten
	Cr D Macpherson	Cr E Wilson
	Cr K Naidoo-Rauf	

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

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

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Becca Brooke  
Governance Manager  
*Menetia Mana Whakahaere*

**10 September 2020**

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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:
  - 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, including the 30-Year Infrastructure Strategy.
  - 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 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.
  - d) Adoption of governance level strategies plans and policies which advance Council's vision and strategic goals.

- 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 of all Council and Committee Advisory Groups and their terms of reference.
- j) Appointments to, and removals from, CCO CCTO and CO boards;
- k) Approval of proposed major transactions or constitutional adjustments of CCOs, CCTOs and COs.
- l) Approval or otherwise of any proposal to establish, wind-up or dispose of any holding in, a CCO, CCTO or CO.
- m) Approval of city boundary changes, including in respect of Strategic Boundary Land Use Agreements.
- n) Approval Activity Management Plans.

**Oversight of Policies and Bylaws:**

- *Corporate Hospitality and Entertainment Policy*
- *Delegations to Positions Policy*
- *Elected Members Support Policy*
- *Significance and Engagement Policy*

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**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  
**Author:** Tyler Gaukrodger  
**Position:** Governance Advisor  
**Report Name:** Confirmation of the Council Open Minutes of 6 August 2020

**Date:** 17 September 2020  
**Authoriser:** Amy Viggers  
**Position:** Governance Team Leader

<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 6 August 2020 as a true and correct record.

## Attachments - *Ngaa taapirihanga*

Attachment 1 - Council Open Unconfirmed Minutes - 6 August 2020 .

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## Council *Kaunhera* OPEN MINUTES

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Minutes of a meeting of the Council held in Council Chamber, Municipal Building, Garden Place, Hamilton and via audio visual link on Thursday 6 August 2020 at 9.31am.

### PRESENT

<b>Chairperson</b>	Mayor P Southgate
<b><i>Heamana</i></b>	
<b>Deputy Chairperson</b>	Deputy Mayor G Taylor
<b><i>Heamana Tuarua</i></b>	
<b>Members</b>	Cr M Bunting Cr M Forsyth – Audio/visual link Cr M Gallagher Cr R Hamilton – Audio/visual link Cr D Macpherson Cr K Naidoo-Rauf Cr A O’Leary Cr R Pascoe Cr S Thomson Cr M van Oosten Cr E Wilson – Audio/visual link

<b>In Attendance:</b>	Richard Briggs - Chief Executive Sean Hickey – General Manager Strategy and Communications Eeva-Liisa Wright – General Manager Infrastructure Operations Jen Baird - General Manager City Growth Chris Allen – General Manager Development David Bryant – General Manager Corporate Blair Bowcott – Executive Director Special Projects Louise Lukin – Director of the CE’s Office Luke O’Dwyer - City Planning Manager Julie Clausen – Unit Manager Strategy and Corporate Planning Julie Ambury – Corporate Planning Manager James Clarke – Director of the Mayor’s Office Natalie Palmer - Unit Manager Communications and Marketing Dan Silvertown – Communication and Engagement Advisor Tony Denton – Infrastructure Planning Team Leader
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<b>Governance Staff:</b>	Becca Brooke – Governance Manager Amy Viggers – Governance Team Leader Carmen Fortin and Tyler Gaukrodger – Governance Advisor
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*The meeting was opened with a karakia from Tame Pokaia.*

1. **Apologies – *Tono aroha***

**Resolved:** (Mayor Southgate/Deputy Mayor Taylor)  
That the apologies for early departure from Cr Pascoe are accepted.

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

**Resolved:** (Mayor Southgate/Deputy Mayor Taylor)  
That the agenda is confirmed, noting that Item 9 (Electoral System Review – 2020) is to be taken between 10.00am and 12.00pm.

3. **Declarations of Interest – *Tauaakii whaipaaanga***

Cr Bunting declared an interest in item 9 (Electoral System Review – 2020), but noted that he was not conflicted, and would take part discussion and vote on the matter.

4. **Public Forum – *Aatea koorero***

**Daphne Bell** spoke to item 9 (Electoral System Review – 2020) in support of Hamilton City Council moving to Single Transferrable Voting (STV). She congratulated staff for the engagement that occurred with the community and outlined her reason for supporting a change to STV.

**Roger Stratford** spoke to item 9 (Electoral System Review – 2020) in support of Option 1 included in the staff report, which was to continue with First Past the Post (FPP).

**Priya Kurian** (University of Waikato political scientist) spoke to item 9 (Electoral System Review – 2020) in support of moving to Single Transferrable Voting (STV). She that there were a number of benefits of STV. She responded to questions from Elected Members concerning wards vs at large and research on STV vs FPP, the engagement undertaken by staff and understanding of the systems in the community.

**Kelli Pike** spoke to item 9 (Electoral System Review – 2020) in support of a change to Single Transferrable Voting (STV), and noted that the change would likely increase participation and engagement with the Community.

**Robert Moore** spoke to item 9 (Electoral System Review – 2020) in support of a change to Single Transferrable Voting (STV). He responded to questions from Elected Members concerning the poll undertaken in 2013 on electoral systems and whether increased diversity could be achieved via STV.

**Geoff Kreegher** spoke to item 9 (Electoral System Review – 2020) and suggested that it would be better to consider a 'at large' system prior to making a decision on a voting system.

**Russell O Armitage** spoke to item 9 (Electoral System Review – 2020) in support of Single Transferrable Voting (STV).

Written submissions were received from the following members of public Priya Kurian, Paul A. Barlow, Kelli Pike, Daphne Bell and Michelle Howie. These submission were circulated to Elected Members prior to the meeting and are attached to the minutes of the meeting as **appendix 1,2,3,4 and 5**.

Item 9 (Electoral System Review – 2020) was taken following Item 4 (Public Forum) to accommodate External Presenters.

9. **Electoral System Review – 2020**

The Governance Manager outlined the purpose of the report and legislative requirements that

Elected Members must consider when making this decision. She introduced Dan Silverton, Communication and Engagement Advisor, Janine Haywood, Otago University Political Science professor, and Dale Ofoske, Council's Electoral Officer. They responded to questions from Elected Members concerning polls, advantages and disadvantages of both electoral systems, costs of running a STV election, representation review process, election results release times and community education.

**Staff action:** *Staff undertook to provide Elected Members with information concerning the most recent representation review, and the process to undertake a further review.*

**Motion:** (Cr O'Leary/Cr van Oosten)

That the Council:

- a) approves to change the electoral system to the **Single Transferable Voting (STV)** system for the 2022 and 2025 triennial elections; and
- b) notes that public notice will be given by 19 September 2020 of the decision, and the right of electors to demand a poll on the electoral system to be used by Hamilton for the next two triennial elections (2022 and 2025).

**Amendment:** (Deputy Mayor Taylor/Cr Bunting)

That the Council:

- a) approves to continue with the FFP electoral system and that a poll of electors will be undertaken as part of the 2022 triennial election to determine the electoral system to be used for the 2025 and 2028 triennial elections; and
- b) notes that public notice will be given by 19 September 2020 of the decision, and the right of electors to demand a poll on the electoral system to be used by Hamilton for the next two triennial elections (2022 and 2025).

**The Amendment was put.**

**Those for the Amendment:** Deputy Mayor Taylor, Councillors Pascoe, Bunting, Hamilton and Forsyth.

**Those against the Amendment:** Mayor Southgate, Councillors Gallagher, O'Leary, Macpherson, Naidoo-Rauf, van Oosten, Thomson and Wilson.

**The Amendment was declared LOST.**

**The motion was then put and declared CARRIED.**

**Resolved:** (Cr O'Leary/Cr van Oosten)

That the Council:

- a) approves to change the electoral system to the **Single Transferable Voting (STV)** system for the 2022 and 2025 triennial elections; and
- b) notes that public notice will be given by 19 September 2020 of the decision, and the right of electors to demand a poll on the electoral system to be used by Hamilton for the next two triennial elections (2022 and 2025).

**Cr Pascoe and Cr Forsyth Dissenting.**

**The meeting adjourned 11.27am to 11.45pm during the above item.**

**The meeting was adjourned 12.50pm to 2.00pm at the conclusion of the above item.**

*Cr Hamilton retired from the meeting during the above adjournment at the conclusion of the above item.*

*Mayor Southgate left the meeting during the above adjournment. Deputy Mayor Taylor assumed the role of Chair.*

**5. Confirmation of the Council Open Minutes of 25 June 2020**

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

That the Council confirm the Open Minutes of the Council Meeting held on 25 June 2020 as a true and correct record.

**6. Confirmation of Elected Member Open Briefing Notes - 17 June 2020**

**Resolved:** (Deputy Mayor Taylor/Cr Wilson)

That the Council confirm the Open Notes of the Elected Member Briefing held on 17 June 2020 as a true and correct record.

*Item 8 (Update on the Long Term Plan and Community Engagement) was taken after item 6 (Confirmation of Elected Member Open Briefing Notes - 17 June 2020) to accommodate staff availability.*

**8. Update on the Long Term Plan and Community Engagement**

The Corporate Planning Manager provided Elected Members with an outline of the 2021-31 Long Term Plan and Community Engagement timeline. She responded to questions from Elected Members concerning the timeline for feedback on the state of activities, how and when the Draft 2021-31 Long Term Plan will be made accessible to the community during the engagement period, the inclusion of backup dates in case further meetings are required and the consultation plan.

**Resolved:** (Deputy Mayor Taylor/Mayor Southgate)

That the Council:

- a) receives the report; and
- b) notes that the content of this report satisfies the requirement to deliver a Long-Term Plan programme/timetable for adoption by the Council for the 2021-2031 period.

*Mayor Southgate re-joined the meeting (2.15pm) during the discussion of the above item. She was present when the matter was voted on. She resumed the role of Chair at the conclusion of the above item.*

**7. Chair's Report**

The Chair took the report as read. She responded to questions from Elected Members concerning the Founders Theatre site engagement process, options, and when the proposed further engagement would occur.

**Staff Action:** *Staff undertook to provide Members with an update on the potential options for development of the Founders Theatre site.*

**Resolved:** (Deputy Mayor Taylor/Mayor Southgate)

That the Council receives the report.

**10. 2020 LGNZ Remits for Consideration**

The report was taken as read.

**Resolved:** (Mayor Southgate/Deputy Mayor Taylor)

That the Council:

- a) receives the report;
- b) notes that the Council has indicated **support** for the following remits to be voted on at the 2020 Local Government NZ AGM and that the delegate will duly take into consideration additional information received on the day:
  - 1. Public transport support
  - 2. Housing affordability
  - 3. Returning GST on rates for councils to spend on infrastructure
  - 4. Natural hazards and climate change adaptation
  - 6. Local Government electoral cycle
  - 7. Water bottling
  - 8. Quorum when attending local authority meetings
  - 9. Use of macrons by local authorities
  - 10. Rates rebates for low income property owners
  - 11. Local Government's CO2 emissions
- c) notes that the Council has indicated to **not support** the following remit to be voted on at the 2020 Local Government NZ AGM, and that the delegate will duly take into consideration additional information received on the day:
  - 5. Annual regional balance of transfers'

#### 11. Open Recommendations from Committees to the Council

The report was taken as read.

##### **Risk Management Policy Review**

**Resolved:** (Cr Pascoe/Mayor Southgate)

That the Council approves the amended Risk Management Policy (attachment 1 of the staff report).

##### **Waste Management and Minimisation Bylaw 2019 – Service Controls.**

**Resolved:** (Cr O'Leary/Cr Gallagher)

That the Council:

- a) approves the specification of the following controls for the matters in relation to the collection, transportation, or disposal of waste from any property in accordance with clause 4.1 and clause 5.15 of the Waste Management and Minimisation Bylaw 2019:
  - i. Clause 5.15.d - The maximum number of hours prior to or following the collection period that a container may be placed in a public place:
 

**Specified Bylaw Control:**

Other than as specified in conditions set by Council in any written approval or licence to collect waste from a public place as per the Waste Management and Minimisation Bylaw 2019, no container may;

    - Be placed in a public place for collection more than 14 hours prior to the commencement of the collection period.
    - Be left in a public place for more than 14 hours after the collection period ends.

- ii. Clause 5.15.e - The maximum weight of waste put in individual containers:

Specified Bylaw Control:

For Council provided services that the maximum weight allowed in approved containers is;

- 120 litre rubbish bin – 40 Kg of refuse
- 240 litre recycling bin – 40 Kg of dry recyclable material
- Glass crate – 20 Kg of glass bottles or jars
- Food scraps bin – 15 Kg of organic material

For non-standard approved containers;

- The General Manager Infrastructure Operations is delegated to approve the maximum weight that may be set for non-standard approved containers.

- b) notes that the specified bylaw controls will be made available to the public as a document on the Hamilton City Council website alongside the Waste Management and Minimisation Bylaw 2019; and
- c) notes that communication of the specified bylaw controls will be completed using a public notice as required by clause 4.1a of the Waste Management and Minimisation Bylaw 2019.

## 12. Ruakura Transport

The General Manager Development introduced the report, and outlined the scope of the project. Staff responded to questions concerning timing for the project, future proofing the design, cycleways, public transport opportunities that could be included in the design and congestion concerns. Staff advised that there would be a report to the Strategic Growth Committee that would address concerns raised by Elected Members.

**Resolved:** (Cr Bunting/Cr Thomson)

That the Council:

- a) receive the report;
- b) approves the macroscope of the Ruakura Road urban upgrade project as set out in this report;
- c) approves the Ruakura Road urban upgrade project business case for submission to Waka Kotahi NZTA to seek project financial assistance; and
- d) approves the macroscope of the Ruakura Spine Road connection between Silverdale Road and the Waikato Expressway Ruakura Interchange.

*Cr Pascoe retired from the meeting (3.42pm) during the discussion of the above item. He was not present when the matter was voted on.*

*Cr O'Leary left the meeting (3.41pm) during the discussion of the above item. She was not present when the matter was voted on.*

## 13. Resolution to Exclude the Public

**Resolved:** (Cr Bunting/Deputy Mayor Taylor)

**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 25 June 2020	) Good reason to withhold ) information exists under ) Section 7 Local Government ) Official Information and ) Meetings Act 1987	Section 48(1)(a)
C2. Confirmation of the Elected Member Closed Briefing Notes - 18 June 2020		
C3. Ruakura Transport - Funding Agreement Ruakura Road West		
C4. 2020 LGNZ President and Vice President nominations - For consideration		

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 prevent the disclosure or use of official information for improper gain or improper advantage	Section 7 (2) (j)
Item C3.	to enable Council to carry out negotiations	Section 7 (2) (i)
Item C4.	to protect the privacy of natural persons	Section 7 (2) (a)
	to maintain the effective conduct of public affairs through protecting persons from improper pressure or harassment	Section 7 (2) (f) (ii)
	to prevent the disclosure or use of official information for improper gain or improper advantage	Section 7 (2) (j)

**The meeting went into a public excluded session at 3.55pm**

**The meeting was declared closed at 4.49pm.**

## Appendix 1 – Public Forum Written Submission

Tena koutou Mayor Southgate and Councillors of Hamilton City Council

My name is Priya Kurian and I am Professor of Political Science and Public Policy at the University of Waikato, Hamilton. As a political scientist with a specific interest in democratic politics and public engagement, I believe that there is overwhelming evidence to support switching Hamilton's electoral system for city council elections to the Single Transferable Vote (STV) system.

There are strong reasons to support this change from the current First Past the Post (FPP) system, as listed below:

1. **It is more democratic:** STV is a proportional representation system, unlike FPP. This means that results from STV are much closer to reflecting the will of a majority of the voters. This makes the process fairer and more legitimate than FPP. In the case of mayoral elections, STV ensures that a majority of voters elects the mayor, which is not automatically the case with FPP.
2. **Fewer votes are wasted:** Under the STV, fewer votes are "wasted". This is because seats are awarded proportionally rather than a "winner takes all" scenario as is the case with FPP.
3. **Better accountability and local representation:** Because of the above two factors, decision making under STV is reflective of much better local representation and accountability.

I offer a more detailed explanation of each of the systems, and what a switch to STV can achieve.

In **FPP**, a voter identifies a preferred candidate from a list of candidates by putting a tick against the candidate's name, and the candidate with the most votes will win the seat. This can result in a situation where a candidate who got, say, 35% of the votes will be declared the winner even though 65% of the voters opted for other candidates. In this sense, the votes of the 65% (i.e., the majority of voters) are wasted, as they are not taken into account in determining the winner.

In addition, under FPP, if you have a homogeneous bloc of voters who constitute 30-40% of the population, and who tend to vote alike, you will end up with successful candidates who closely resemble that bloc. In NZ this has meant that successful candidates tend to be male, pākehā, middle-aged, and wealthy.

In **STV**, each voter has a single vote and voters get to rank candidates (1, 2, 3, etc.) in the order of their preference. Candidates do not need to get a majority of votes to be elected. Instead, they need to get a certain 'quota' of votes. Because candidates do not need a majority, it is possible to have minority views represented.

That quota is calculated by dividing the total number of valid ballots by the total number of seats plus one. For example, if there were 200 ballots and 4 seats, then the quota is 200 divided by (4+1) = 40.

If a voter's top-ranked candidate does not get enough votes to be elected, the vote will keep moving down the list until it reaches a candidate who needs the vote to get elected.

STV is thus a system, which broadly speaking, reflects the preferences of the entire voting public.

It is obviously a little more complicated than FPP, but voters do not need to understand the nuts and bolts of the calculations in order to rank candidates according to their preference.

**Implications of STV for the constitution of the council:**

The STV voting system, much more than the FPP system, respects individual voter preferences. In a diverse society, with voters who have a range of political opinions, values and perspectives, the electoral outcomes of STV are likely to reflect that diversity. Of course, a critical issue is that people still need to turn out to vote – STV cannot automatically fix that, but no matter what the turnout, the resulting Council and Mayor will reflect the wishes of the majority of people who did vote.

It is also the case that where voters have greater confidence that an elected body is likely to be responsive to their concerns and needs, they are more likely to want to vote.

Given the clear advantages of STV, I urge you to support a switch to the STV system for Hamilton city.

Kind regards

Priya Kurian

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**PRIYA KURIAN/PhD MRSNZ**

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## Appendix 2 – Public Forum Written Submission

### Attachment 1

Our Prime Minister once said “yes, we need a strong democracy but you can be robust and you can be kind” – What STV does is offer both robustness to the democratic process and kindness to voters by using a proportional system that allows them to better create a council that truly represents their many and varied perspectives.

As an elected body, I understand the challenge this choice between STV and FPP means for you all – on one hand change is daunting, it can be upsetting, confusing and result in an unknown future that you may not like. It’s touted as new and confusing but ranking things is something humans have been doing forever and this allows more room for strategic campaigning and voting.

Plurality voting is seemingly easier to navigate in that respect, you don’t need to campaign to show how well you can work with each other, you just need to get more votes than the next person. And almost every elected member around the council table has told me over the past few years how that plurality voting got people elected to Council who not only clashed ideologically with them but made the city look bad, made people question how stupid Hamiltonians must be to have voted them in and gave them platforms for perspectives that many of you know were dangerous, stupid or wrong – and history is littered with names of those that have benefited from this system – Hitler, Trump and Henry for example.

STV changes the game enough to limit the chances of that happening again. It creates opportunity for discussion around working as a group for the betterment of the city, it has more proportional results meaning more of the city voters feel they are represented around the table. It’s not about saying you’re not doing your job, you don’t represent people – it’s about making sure you can say that with more confidence and a stronger mandate.

### Item 5

As an elected body, you can really lead by example here – you have institutions full of forward thinkers, creating new ways to look at the world, a world that is vastly different to what we expected even 6 months ago. Hamilton City has a chance to put it’s stamp on change, to lead the way into a future where everyone feels counted, where everyone feels like part of the team by making sure everyone has a say in the Council and those who have been privileged enough to represent the voters.

So when the vote comes up, be brave, be bold and be kind – show the voters you have vision for the future of the city and that they are very much a part of that vision – vote yes to STV.

Paul A. Barlow

**Appendix 3 – Public Forum Written Submission**

Mayor and councillors,

In several recent HCC elections successful mayoral candidates have received around a third of the votes with two thirds of the voters supporting other candidates.

Moving to a Single Transferable Voting system would mean no more minority mayors as the successful candidate would need over 50% of the votes - either from first preferences on the initial count or by a combination of 1<sup>st</sup> and 2<sup>nd</sup> preferences so as to reach the 50% quota.

Most mayors would welcome the support of more than half of the voters; and as a result, more voters are likely to feel connected to the elected mayor.

Daphne Bell

#### Appendix 4 – Public Forum Written Submission

Addressed to: mayor Paula and councillors.

I'm Kelli Pike, a community advocate, podcaster and employee of Go Eco Waikato. I'm also founder of **Politics in the Tron** - a community led *movement* for Hamiltonians to 'have a voice in shaping our city' through information sharing, encouraging participation and providing a hub for connection. As a non-partisan volunteer network, we might not agree on all civic issues, but we do agree that we need to improve participation and representation so that the decisions made are in the best interests of more of us. That's why I'm advocating for STV on behalf of Politics in the Tron.

In the conversations I've had over the last few years about politics and advocacy, I find overwhelmingly that people see local councils as being 'over there' or not something we are, or can be involved in. There is a huge disconnect. When we don't understand or relate to our elected council and the people don't look like us, we don't see it. This is incredibly disappointing to me. I want to live in a city where everyone's voice matters.

During your annual plan / covid recovery budget, attention was drawn to how narrow the demographic representation was in submissions received. I don't need to tell you who is and isn't currently involved in decision making in this city. It's important to remember that there are lots of ways we can address that, today the choice we can make towards improving representation and participation is to change the voting system.

I think a change to the STV voting system will result in election results that are more likely to reflect the preferences of a greater number of voters. As STV maximises the number of votes that help to elect candidates, there is also a higher probability of more voters being represented by someone they voted for.

Reports and academic research you have been given to make this decision is consistent in showing that the only benefits of FPP are simplicity and familiarity. They are not good enough reasons to remain with the status quo. Please give your constituents more credit to be able to 'cope with the change in voting system'. We already did it for the DHB, and we have seen an increase in other councils.

I hear some of you want to kick the can down the road and suggest a poll either at or before the next election. I implore you to not do that. Your communications team have already run a successful (by way of reach and engagement) education campaign to seek feedback. To quote the council report "In total, more than 4100 people visited the website. Through Facebook, Instagram, and LinkedIn, the campaign was seen by 173,615 people, and 7205 engaged (i.e. commented, liked, shared or clicked) with its social media posts. On social media, the 'FPP or STV' video was viewed 7018 times. I'd like to take this opportunity to thank the governance and comms team for that work. The information presented could only be called 'fair and objective' and they managed to make it all not too boring.

They've done their job. If residents don't like your decision to change to STV, they can call a poll. But, I think you'll find when people understand the pros, and how easy it is - FPP will be a thing of the past.

I've spent hundreds of hours in a voluntary capacity informing myself, and others to be aware of the issues, how to engage, stand and vote. The less we have to contend with at an election time the better. So in fact, if there is any self-serving aspect to this submission, it's because polling at the next election will make messaging more complicated :)

Listen to the overwhelming community feedback which says we are ready for this. I'd like us to crack 48% voter turnout in two years, think that people feeling like their vote matters, that it isn't wasted and the fact that they can vote for who they want to vote for, rather than strategically will go some way to do that.

Ngaa mihi nui - thank you for reading this far.  
Kelli Pike

## Appendix 5 – Public Forum Written Submission

Teena koutou, Councillors

I am writing with a few brief views on the topic of electoral systems and your upcoming decision to consider options for our city.

Firstly I would like to thank all those involved in the excellent information campaign around the differences between FPP and STV. The range of communications used was very engaging and easy to understand, I feel. It was heartening to see good levels of engagement on social media and I hope there were a lot of responses to your citizen poll.

Noting that the decision to change from the current system to STV rests in your hands and will be decided by your votes, here follows my own thoughts on the decision you face.

I support the adoption of the STV voting system for Hamilton.

I would be very interested to see what representatives for the city are elected under this system. The way that votes are counted and their value continues to be allocated to candidates in ranked order under STV, rather than 'lost' when enough ticks get someone over the line through FPP feels more aligned to the principle of *representation*, to me.

In these times, we need to turn our gaze to models and systems that offer hope for future generations to come. A diverse and representative city council is a must-have for me. I do not have confidence that retaining the FPP system will elect the decision-makers and strategists that our city needs right now and into the future.

Change takes a while to stick and election cycles take time to embed, for new candidates to emerge and bravely stand for election. My sons are 7 and 9 years old. A move to STV would mean that three triennia from now, they might be looking at an elected council that reflects this city's fabulous diversity of voices and wisdom.

Thank you for considering my views on an important decision in 2020 that will have ramifications for our city's children, when they too are of voting (and campaigning) age.

Ngaa mihi,  
Michelle Howie

Tel: 0210426835  
[michelle.howie@rocketmail.com](mailto:michelle.howie@rocketmail.com)



# Council Report

Item 6

**Committee:** Council

**Date:** 17 September 2020

**Author:** Tyler Gaukrodger

**Authoriser:** Amy Viggers

**Position:** Governance Advisor

**Position:** Governance Team Leader

**Report Name:** Confirmation of the Council Open Minutes of 10 August 2020

<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 10 August 2020 as a true and correct record.

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

Attachment 1 - Council Annual Plan Adoption Open Unconfirmed Minutes - 10 August 2020 .

## Council Kaunhera OPEN MINUTES (Annual Plan Adoption)

Minutes of a meeting of the Council held in Council Chamber, Municipal Building, Garden Place, Hamilton and Audio/visual link on Monday 10 August 2020 at 9.38am.

### PRESENT

<b>Chairperson</b>	Mayor P Southgate
<b>Heamana</b>	Deputy Mayor G Taylor
<b>Deputy Chairperson</b>	Cr M Bunting
<b>Heamana Tuarua</b>	Cr M Forsyth – Audio/visual link
<b>Members</b>	Cr M Gallagher
	Cr R Hamilton
	Cr D Macpherson
	Cr K Naidoo-Rauf
	Cr A O'Leary
	Cr R Pascoe
	Cr S Thomson
	Cr M van Oosten
	Cr E Wilson – Audio/visual link

<b>In Attendance:</b>	Richard Briggs - Chief Executive
	David Bryant - General Manager Corporate
	Sean Hickey – General Manager Strategy and Communication
	Lance Vervoort – General Manager Community
	Sean Murray - General Manager Venues Tourism and Major Events
	Jen Baird – General Manager City Growth
	James Clarke – Director of the Mayor's Office
	Julie Clausen – Unit Manager Strategy and Corporate Planning
	Tracey Musty – Financial Controller
	Matthew Bell – Rates and Revenue Manager
	Louise Lukin – Director of the Chief Executive's office
	Tania Hermann – Group Business Manager

<b>Governance Staff:</b>	Becca Brooke – Governance Manager
	Amy Viggers – Governance Team Leader
	Carmen Fortin and Tyler Gaukrodger – Governance Advisors

1. **Apologies – Tono aroha**  
**Resolved:** (Cr Hamilton/Cr Naidoo-Rauf)  
 That the apologies for lateness from Cr O'Leary are accepted.
2. **Confirmation of Agenda – Whakatau raarangi take**

**Resolved:** (Mayor Southgate/Cr Hamilton)  
That the agenda is confirmed.

3. **Declarations of Interest – *Tauaakii whaipaaanga***  
No members of the Council declared a Conflict of Interest.

4. **Public Forum – *Aatea koorero***  
No members of the public wished to speak.

5. **Confirmation of the Council Annual Plan Deliberations meeting 23 July 2020**

The Chair spoke to the report noting the following change to the minutes in relation to the ongoing reduction in expenditure from closure of public display houses at Hamilton Gardens Nursey.

**Resolved:** (Mayor Southgate/Deputy Mayor Taylor)  
That the Council confirm the Open Minutes of the Council Annual Plan Deliberations Meeting held on 23 July 2020 as a true and correct record, noting the following change to the minutes in relation to the ongoing reduction in expenditure from closure of public display houses at Hamilton Gardens Nursey:

*xv) reduction in expenditure from closure of public display houses at Hamilton Gardens Nursey: \$80,000 (On-Going).*

6. **Adoption of the 2020/21 Annual Plan**

The Unit Manager Strategy and Corporate Planning took the report as read.

**Resolved:** (Mayor Southgate/Deputy Mayor Taylor)

That the Council:

- a) receives the report;
- b) adopts the Rates and Remission Postponement Policy; and
- c) adopts the 2020/21 Annual Plan.

*Cr O'Leary joined the meeting (9.48am) during the discussion of the above item. She took part in the vote of the matter.*

7. **Rates Resolution to Set and Assess Rates for 2020/21**

The Rates and Revenue Manager introduced the report and responded to questions from Elected Members concerning payment arrangements for the first quarter of 2020/21, rates rebate scheme and payment options.

**Resolved:** (Mayor Southgate/Deputy Mayor Taylor)

That the Council:

- a) receives the report;
- b) sets and assesses the rates for the 2020/21 financial year (1 July 2020 to 30 June 2021) in accordance with the **Rates Resolution for the 2020/21 Financial Year** (as required by the Local Government (Rating) Act 2002) as set out in points 1 - 54 below; and
- c) as part of this resolution, states the due dates for payments and authorises penalties to be added to unpaid rates, as set out in paragraphs 50 - 56 below.

### GENERAL RATE

1. A general rate is set and assessed on the capital value of all rateable land in Hamilton.
2. General rates are set on a differential basis. The rating categories are defined in the Funding Impact Statement.
3. The differential bases are:
  - the use to which the land is put; and
  - the provision or availability to the land of a service provided; and
  - the activities that are permitted, controlled, or discretionary for the area in which the land is situated, and the rules to which the land is subject under the operative district plan; and
  - the location of the land
4. The different categories of rateable land are outlined in the table below.
5. This rate covers all of the services of Council.
6. The total revenue sought through the general rate is \$193,797,727.
7. The general rate is set and assessed on a differential basis as follows:

SOURCE	DIFFERENTIAL CATEGORIES	DIFFERENTIAL FACTOR	PERCENTAGE OF TOTAL GENERAL RATES	RATE IN THE DOLLAR OF CAPITAL VALUE (GST INCL)	RATES REVENUE (GST INCL)
General Rate	Commercial	2.6473	34.14%	0.00913075	\$ 66,157,036
	BID Commercial	2.5149	7.08%	0.00867422	\$ 13,717,919
	Other	0.7410	1.44%	0.00255597	\$ 2,791,480
	Residential	1.0000	57.34%	0.00344913	\$ 111,131,292

8. Land described in Part 2 Schedule 1 of the Local Government (Rating) Act 2002 (broadly speaking, land owned or used by societies for arts or sports) will be assessed at 50% of the residential rate (General rate, UAGC and Hamilton Gardens rate) that applies to the land. This general rate revenue is included within the Residential category shown in the table above and within the targeted rates revenue where applicable.

### UNIFORM ANNUAL GENERAL CHARGE

9. A Uniform Annual General Charge (UAGC) of \$534 per Separately Used or Inhabited Part of a Rating Unit (SUIP) is set and assessed on all rateable land in Hamilton.
10. We have determined the level of UAGC in order to distribute the allocation of the general rate at an appropriate level among all ratepayers.
11. The total revenue sought from the UAGC is \$36,120,828.

### TARGETED RATES

12. Metered Water Rate
13. The rate is set and assessed for metered and restricted flow water supply on a differential basis to all metered rating units (as defined by Hamilton City Council's Water Supply Bylaw 2013).
14. The rate is:

- i. a fixed amount based on the nature of the connection as follows:
    - \$444.00 for all metered rating units (except those receiving a restricted flow supply);
    - \$360.00 for those rating units receiving a restricted flow supply.
  - ii. a charge per unit of water consumed or supplied on every metered connection in accordance with the following scale:
    - All metered rating units (except those receiving a restricted supply) - \$1.85 per kilolitre of water supplied after the first 60 kilolitres of consumption or supply per quarter;
    - those rating units receiving a restricted flow supply - \$1.50 per kilolitre of water supplied after the first 60 kilolitres of consumption or supply per quarter.
15. The rates contribute to the funding of the Water Distribution and Water Treatment and Storage activities.
16. The total revenue sought is \$9,472,053.
17. Commercial and Other Category Non-Metered Water Rate
18. The rate is set and assessed on non-metered Commercial and Other category properties which are connected to the water network, but not provided with a metered connection. The rate is \$444.00 per rating unit.
19. The rates contribute to the funding of the Water Distribution and Water Treatment and Storage activities.
20. The total revenue sought is \$266,261.
21. Business Improvement District (BID) Rates
22. This rate is set and assessed on all rating units defined within the BID Commercial general rate category and comprises both a fixed amount per SUIP and a rate in the dollar based on the capital value.
23. The Business Improvement District (BID) and Central City rating areas map is shown in Schedule 1 of the Rating Policy. The components of this rate are:
  - i. BID fixed rate: a fixed amount of \$240 per SUIP of a commercial rating unit within the defined area; and
  - ii. BID capital value rate: a rate per dollar of capital value required to meet the total revenue, after allowing for the total revenue raised by the BID fixed rate. The rate is \$0.00002772 per dollar of capital value.
24. The rate provides funding to the Tourism and Events activity.
25. The total revenue sought is \$356,528.
26. Central City Rate
27. The rate is set on all rating units defined within the BID Commercial general rate category and is set as a fixed amount per SUIP.
28. The Business Improvement District (BID) and Central City rating areas map is shown in Schedule 1 of the Rating Policy.
29. The rate is a fixed amount of \$128 per SUIP.
30. The rate provides funding to the Transport Network activity.

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31. The total revenue sought is \$166,750.
32. Hamilton Gardens Rate
33. The rate is set and assessed as a fixed amount on all rating units.
34. The rate is set at \$13.80 per SUIP.
35. The rate contributes funding to develop and maintain themed gardens and infrastructure as part of the Hamilton Gardens activity.
36. The total revenue sought is \$933,225.
37. Service Use Water Rate
38. The rate is set and assessed on properties defined as Service Use Category (see Funding Impact Statement) and which are connected to our water network but are not provided with a metered connection.
39. The rate is a fixed amount of \$444.00 per SUIP.
40. The rate provides funding towards the Water Distribution and Water Treatment and Storage activities.
41. The total revenue sought is \$56,832.
- Service Use Refuse Rate
42. The rate is set and assessed on properties defined as Service Use Category (see Funding Impact Statement) and which are provided with refuse collection service.
43. The rate is a fixed amount of \$152 per SUIP.
44. The rate provides funding towards the Refuse Collection activity.
45. The total revenue sought is \$20,824.
46. Service Use Wastewater Rate
47. The rate is set and assessed on properties defined as Service Use Category (see Funding Impact Statement) and which are connected to the wastewater network. This rate comprises two components. These are:
  - i. a rate per dollar of land value set at \$0.00114208; and
  - ii. a rate per dollar of capital value set at \$0.00033046.
48. The rate provides funding towards the Wastewater Collection and Wastewater Treatment and Disposal activities.
49. The total revenue sought is \$1,398,818.

#### **DUE DATES FOR PAYMENT OF RATES**

50. Rates (other than for metered water) are payable in four equal instalments.
51. The due dates for rates for the period 1 July 2020 to 30 June 2021 are as follows:

Instalment 1	Instalment 2	Instalment 3	Instalment 4
<b>24 September 2020</b>	26 November 2020	25 February 2021	20 May 2021

52. DUE DATES FOR PAYMENT OF METERED WATER RATES
53. The due dates for metered water rates for the period 1 July 2020 to 30 June 2021 are as follows:

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Month of Invoice	Invoice Due Date
<b>July 2020</b>	20 August 2020
<b>August 2020</b>	20 September 2020
<b>September 2020</b>	20 October 2020
<b>October 2020</b>	20 November 2020
<b>November 2020</b>	20 December 2020
<b>December 2020</b>	20 January 2021

Month of Invoice	Invoice Due Date
<b>January 2021</b>	20 February 2021
<b>February 2021</b>	20 March 2021
<b>March 2021</b>	20 April 2021
<b>April 2021</b>	20 May 2021
<b>May 2021</b>	20 June 2021
<b>June 2021</b>	20 July 2021

### PENALTIES

54. Pursuant to Section 57 and 58 of the Local Government (Rating) Act 2002, the Council authorises the following penalties:

- a) A penalty of 10% of the amount due and unpaid on the due date to be added on the day after the due date.

The dates are 25 September 2020, 27 November 2020, 26 February 2021 and 21 May 2021.

- b) A penalty of 10% of the amount of any rates assessed in any previous year which remain unpaid on 17 August 2020 to be added on 18 August 2020.
- c) A penalty of 10% of the amount of any rates assessed in any previous year for which a penalty has been added under paragraph (b) and which remain unpaid on 17 February 2021 to be added on 18 February 2021.
- d) A penalty of 10% of the amount unpaid for water-by-meter rates charged to be added on the day after the due date.
- e) These dates are 21 August 2020, 21 September 2020, 21 October 2020, 21 November 2020, 21 December 2020, 21 January 2021, 21 February 2021, 21 March 2021, 21 April 2021, 21 May 2021 and 21 June 2021.

### END OF 2020/21 RATES RESOLUTION

**The meeting was declared closed at 10.01am**

# Council Report

**Committee:** Council  
**Author:** Tyler Gaukrodger  
**Position:** Governance Advisor  
**Report Name:** Confirmation of the Extraordinary Council Open Minutes of 9 September 2020

**Date:** 17 September 2020  
**Authoriser:** Amy Viggers  
**Position:** Governance Team Leader

<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 Extraordinary Council Meeting held on 9 September 2020 as a true and correct record.

## Attachments - *Ngaa taapirihanga*

Attachment 1 - Extraordinary Council Open Unconfirmed Minutes - 9 September 2020 .



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## Extraordinary Council

### *Kaunhera*

### OPEN MINUTES

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Minutes of an Extraordinary meeting of the Council via Audio Visual Link on Wednesday 9 September 2020 at 9.36am.

#### PRESENT

Chairperson	Mayor P Southgate
<i>Heamana</i>	
Deputy	Deputy Mayor G Taylor
Chairperson	
<i>Heamana Tuarua</i>	
Members	Cr M Bunting
	Cr M Forsyth
	Cr M Gallagher
	Cr R Hamilton
	Cr D Macpherson
	Cr K Naidoo-Rauf
	Cr A O'Leary
	Cr R Pascoe
	Cr S Thomson
	Cr M van Oosten
	Cr E Wilson

**In Attendance:** Eeva-Liisa Wright – General Manager Infrastructure Operations  
James Clarke – Director Mayor's Office  
Julie Ambury – Corporate Planning Manager  
Robyn Denton – Operations Team Leader

**Governance Staff:** Amy Viggers – Governance Team Leader  
Carmen Fortin, Narelle Waite and Tyler Gaukrodger – Governance Advisors

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- 1. Apologies – *Tono aroha***  
There were no apologies for this meeting.
- 2. Confirmation of Agenda – *Whakatau raarangi take***  
**Resolved:** (Mayor Southgate/Deputy Mayor Taylor)  
That the agenda is confirmed.

3. **Declarations of Interest – *Tauaakii whaipaaanga***

No members of the Council declared a Conflict of Interest.

4. **Public Forum – *AAtea koorero***

No members of the public wished to speak.

5. **Chair's Report (Verbal Update)**

Mayor Southgate explained the purpose of the Extraordinary Council meeting was to appoint Cr Wilson to the Environment Committee ahead of the 10 September 2020 Environment Committee meeting.

**Resolved:** (Mayor Southgate/Cr Forsyth)

That the Council:

- a) receives the verbal report; and
- b) approves Cr Wilson to be appointed as a member of the Environment Committee.

**The meeting was declared closed at 9:38am.**

# Council Report

Item 8

**Committee:** Council  
**Author:** Amy Viggers  
**Position:** Governance Team Leader  
**Report Name:** Confirmation of the Elected Member Open Briefing Notes - 11 and 16 March 2020

**Date:** 17 September 2020  
**Authoriser:** Becca Brooke  
**Position:** Governance Manager

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

1. That the Council confirms the Open Notes of the Elected Member Briefings held on 11 and 16 March 2020 as a true and correct record.

## Background - *Koorero whaimaarama*

2. During a recent review of confirmed Council and Committee minutes and Briefing notes it was established that the notes from the Elected Member Briefings on 11 and 16 March 2020 had not been confirmed.
3. This oversight occurred at a time where staff were under increased pressure. Processes have been reviewed to reduce the likelihood of this oversight re-occurring.

## Attachments - *Ngaa taapirihanga*

Attachment 1 - Elected Member Open Briefing Notes - 11 March 2020

Attachment 2 - Elected Member Open Briefing Notes - 16 March 2020 .

## Elected Member Briefing Notes – 11 March 2020 – Open

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<b>Time and date:</b>	9.30am, 11 March 2020
<b>Venue:</b>	Committee Room 1, Hamilton City Council
<b>In Attendance:</b>	Deputy Mayor Taylor, Crs Wilson, Thomson, van Oosten, Pascoe, O’Leary, Forsyth, Macpherson, Naidoo-Rauf, Bunting, Hamilton
<b>Apology for Full Session:</b>	Mayor Southgate, Crs Gallagher, Maangai Takiari-Brame, Hill, Te Ua, Thompson-Evans and Whetu
<b>Apologies for lateness/early departure:</b>	Crs Bunting, Forsyth, Macpherson, Naidoo-Rauf, Wilson

### Discussion

The briefing session covered the following topics in an open session:

- Nature in the City Strategy – briefing on strategy development process
- Infrastructure Alliance Contract/Process Road Maintenance and Renewals Contract Extension
- CBD 2 Hour Free Parking Trial/Parking Objectives and Guiding Principles
- City Safe Suburban Response Team Review

There were a number of key points arising from the discussion:

**1. Nature in the City Strategy – briefing on strategy development process**  
(Presentation was provided)

The Policy and Strategy Advisor and the Project Leader Open Spaces and Facilities explained that the purpose of the presentation was to provide Members with an overview of work undertaken as part of Local Indigenous Biodiversity Strategy (LIBS), and to get feedback from Members concerning the nature in the city strategy.

Members asked questions in relation to the following:

- public opinion and involvement concerning the strategy;
- measurement of targets;
- how many hectares of land would be required to get to the 10% target;
- use of incentives to land owners and developers to encourage gully and green space development;
- co-development of areas ie roading and planting happening at the same time, and pest control; and
- tie in with Waikato Tainui environmental strategy and Project Watershed.

**Staff Action:** Staff undertook to send via email further information to Elected Members concerning the calculations of land included in the targets.

**Staff Action:** Staff undertook to write to Waikato Regional Council to advise that HCC wish to be involved in strategy and sub committees concerning biodiversity and plant management.

**2. Infrastructure Alliance Contract/Process Road Maintenance and Renewals Contract Extension**  
(Presentation was provided)

The Unit Manager, City Transportation and the Asset Manager explained that the purpose of the presentation was to inform Members of the background to the current roading contract model, including an overview of Infrastructure Alliance, and to provide further information concerning the staff recommendation that would be brought to the upcoming Infrastructure Operations meeting on 16 April 2020. Staff provided an overview of the benefits and risks of the current model with Infrastructure Alliance.

Members asked questions in relation to the following:

- management of individual contracts;
- agreement of levels of services particularly concerning cycle lanes;
- metrics of use concerning cycle lanes and roads;
- budgets for footpaths, and planned upgrade and repair work;
- trialling and use technologies like use of recycled materials for footpath renewals and upgrades;
- how Members can have a better oversight of contracts; and
- impact and management of tress on footpaths.

### 3. **Parking Objectives and Guiding Principles/CBD 2 Hour Free Parking Trial** (Presentation was provided)

The Unit Manager, City Transportation and the Strategic Transport and Engagement Leader explained that the purpose of the presentation was to inform Members of high level data relating to the CBD 2 hour free parking trial and to gain feedback on options to be considered concerning parking technology.

Members asked questions in relation to the following:

- timeframes of parking management plan;
- items of discussion for the workshop planned for the afternoon of 11 March 2020;
- status of the existing draft Parking Management Plan;
- financial impact of the 2 hour free parking trial;
- targeted rates in the CBD towards free parking;
- infringement revenue;
- statistics for service requests;
- staffing resources;
- smart parking options;
- timeframes for update of parking technology; and
- metrics concerning a shift from use of cars and parking to multi-modal transportation.

**Staff Action:** Staff undertook to add financial information concerning trends in retail spending in the CBD vs other centres to the report back to the Infrastructure Operations meeting on 16 April 2020.

### 4. **City Safe Suburban Response Team Review** (Presentation was provided)

The City Safe Unit Manager and the City Safe Operations Manager explained that the purpose of the presentation was to provide Members with an overview of the city safe operations and the suburban response team which had been resolved to be funded at the 20 June 2019 council

meeting. Staff provided an overview of the work that the Suburban Response Team (SRT) do in the suburbs, and the impact that they have had on city safe operations.

Members asked questions in relation to the following:

- data availability or anecdotal evidence from diary owners concerning the impact of the SRT on their safety;
- access to data re harassment in the streets; and
- ongoing financial impact if the trial continues.

## Elected Member Briefing Notes –16 March 2020 – Open

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Item 8

Attachment 2

<b>Time and date:</b>	2.00pm, 16 March 2020
<b>Venue:</b>	Committee Room 1, Hamilton City Council
<b>In Attendance:</b>	Mayor Southgate, Crs Forsyth, Gallagher, Hamilton, Macpherson, O’Leary, Naidoo-Rauf, Thomson
<b>Apology for Full Session:</b>	Deputy Mayor Taylor, Crs Wilson, Bunting, van Oosten, Pascoe, Maangai Takiari-Brame, Hill, Te Ua, Thompson-Evans and Whetu
<b>Apologies for lateness/early departure:</b>	Crs Thomson and Macpherson

### Discussion

The briefing session covered the following topic in an open session.

- Metro Spatial Plan and Three Waters

There were a number of key points arising from the discussion:

#### 1. **Metro Spatial Plan and Three Waters** (Presentation was provided)

The Executive Director Special Projects and the General Manager City Growth explained that the purpose of the presentation was to provide an overview to Members of the emerging direction of the Metro Spatial Plan and to give Members an opportunity to identify any gaps or opportunities not yet included.

The City Waters Manager explained that the purpose of the presentation was to provide an opportunity to discuss strategic water matters and to receive a direction from Members concerning a response to national and regional industry water reform, and the approach to HCC connections and charging for three waters policy.

Members asked questions in relation to the following:

- how the government is upping the ante around standards and how HCC then delivers to those standards, particularly pertaining to stormwater;
- water storage, particularly swales and grey water storage within new subdivisions;
- where HCC were in line with government reform;
- concepts of regions;
- asbestos concrete pipes and the plan to replace/upgrade these;
- boundaries changes and the potential to inherit old infrastructure that would need to be renewed;
- exposure/risk in terms of developments;
- iwi ownership of water and what the plan was challenged in the courts;
- communications with the public concerning water usage;
- per capita water usage trends and uncertainties concerning water allocation levels; and
- timing of information to members.

# Council Report

**Committee:** Council **Date:** 17 September 2020  
**Author:** Carmen Fortin **Authoriser:** Amy Viggers  
**Position:** Governance Advisor **Position:** Governance Team Leader  
**Report Name:** Confirmation of the Elected Member Open Briefing Notes - 29 July 2020

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

That the Council confirm the Open Notes of the Elected Member Briefing held on 29 July 2020 as a true and correct record.

## Attachments - *Ngaa taapirihanga*

Attachment 1 - Elected Member Briefing Open Minutes - 29 July 2020 .



## Elected Member Briefing Notes – 29 July 2020 – Open

<b>Time and date:</b>	11.10am, 29 July 2020
<b>Venue:</b>	Committee Room 1, Hamilton City Council & Audio-Visual Link
<b>In Attendance:</b>	Mayor Southgate, Deputy Mayor Taylor, Crs Pascoe, Bunting, Hamilton, Macpherson, van Oosten, Wilson, Naidoo-Rauf, Forsyth, and Gallagher Maangai Hill, Te Ua, Thompson-Evans and Whetu
<b>Apology for Full Session:</b>	Crs O’Leary, Thompson, and Maangai Rau
<b>Apologies for lateness/early departure:</b>	Mayor Southgate, Deputy Mayor Taylor, Crs Macpherson, Forsyth, and Pascoe

### Discussion

The briefing session covered the following topics in an open session:

- Economic Development Framework
- Hamilton – Waikato Metro Spatial Plan

There were a number of key points arising from the discussion:

#### 1. Economic Development Framework

The Key Account Manager explained that the purpose of the presentation was to explain the Economic Development Committee framework, the desired outcomes will be and to receive input into the process. The Chair and Deputy Chair of the Economic Development Committee explained that there has been a ‘thinktank’ of community and business leaders to discuss the challenges/opportunities, and to clarify the narrative of Hamilton. They identified 3 distinct sectors of natural endowment which could be an opportunity for Hamilton. These include the technology sector, education and international students, and logistics due to location and key roading projects.

Members asked questions in relation to the following:

- Attraction and retention of labour force/ market
- Infrastructure availability
- Hamilton to Tauranga commute
- Regional partnerships
- How to market Hamilton, including the role of Te Waka in the promotion of the region
- The past desire to make Hamilton the 3<sup>rd</sup> or 4<sup>th</sup> biggest city
- Growth projections
- Ability to stay selective as to what sectors and quality of people are brought to Hamilton
- Opportunities for those returning to the region
- Ability to levy physical buildings

2. **Hamilton – Draft Waikato Metro Spatial Plan**  
(Presentation was provided)

The City Planning Manager explained that the purpose of the presentation was to provide an update regarding the Waikato Metro Spatial Plan works and to receive feedback from Members.

Members asked questions in relation to the following:

- Boundaryless planning and impact on infrastructure and transport
- Retention of individuality within the blanket district plans
- Funding interpretations, requirements, and models
- Impact of migration and increased population on the plan
- Prediction of economies such as the dairy industry and impact on employment
- Timing of the business case
- Use of the river as a transport network and lwi consideration of this concept
- Development in the Waikato region
- Futureproofing of roads and modal shift impact
- Underground network opportunity
- Resilience to the introduction of new government policy
- Influence of increased businesses and larger wage economy

# Council Report

Item 10

**Committee:** Council

**Date:** 17 September 2020

**Author:** Tyler Gaukrodger

**Authoriser:** Amy Viggers

**Position:** Governance Advisor

**Position:** Governance Team Leader

**Report Name:** Confirmation of the Elected Member Open Briefing Notes - 5 August 2020

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

That the Council confirm the Open Notes of the Elected Member Briefing held on 5 August 2020 as a true and correct record.

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

Attachment 1 - Elected Member Open Briefing Notes - 5 August 2020 .

## Elected Member Briefing Notes – 5 August 2020 – Open

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<b>Time and date:</b>	9.30am, 5 August 2020
<b>Venue:</b>	Committee Room 1 and Audio/visual link, Hamilton City Council
<b>In Attendance:</b>	Mayor Southgate, Deputy Mayor Taylor, Crs Pascoe, O'Leary, Bunting, Hamilton, Macpherson, van Oosten, Thomson, Wilson, Naidoo-Rauf, Forsyth, Gallagher Maangai Te Ua and Thompson-Evans
<b>Apology for Full Session:</b>	Maangai Hill, Rau, Whetu
<b>Apologies for lateness/early departure:</b>	Crs Foryth, Pascoe, Macpherson, Wilson, Maangai Te Ua

### Discussion

The briefing session covered the following in an open session:

- Heritage Management and Plan Change 9

There were a number of key points arising from the discussion:

#### 1. **Heritage Management and Plan Change 9** (Presentation was provided)

The City Planning Heritage, Urban Design, Spatial Team Leader explained that the purpose of the presentation was to provide background to the heritage plan and gain direction from Members as to any changes to the plan.

Members asked questions in relation to the following:

- Significant sites that do not fit the historic definition
- Consultation with iwi regarding heritage sites
- Character protection definition and actions
- Process in case of disagreement of sites of significance with THAWK.
- Chain of command for authority
- Promotion/encouragement of simple private beautification
- Inclusion of religious heritage sites
- Central Government requirement to change District Plan
- Consideration of heritage areas within new builds and developments
- Heritage site funding through the Long-Term Plan

# Council Report

Item 11

**Committee:** Council  
**Author:** Tyler Gaukrodger  
**Position:** Governance Advisor  
**Report Name:** Confirmation of the Elected Member Open Briefing Notes - 12 August 2020

**Date:** 17 September 2020  
**Authoriser:** Amy Viggers  
**Position:** Governance Team Leader

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

That the Council confirm the Open Notes of the Elected Member Briefing held on 12 August 2020 as a true and correct record.

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

Attachment 1 - Elected Member Open Briefing Notes - 12 August 2020 .

## Elected Member Briefing Notes – 12 August 2020 – Open

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<b>Time and date:</b>	9.45am, 12 August 2020
<b>Venue:</b>	Council Chamber and Audio/visual link, Hamilton City Council
<b>In Attendance:</b>	Mayor Southgate, Deputy Mayor Taylor, Crs Pascoe, Bunting, Macpherson, van Oosten, Thomson, Wilson, Naidoo-Rauf, O’Leary, Hamilton, Gallagher, Maangai Whetu and Rau
<b>Apology for Full Session:</b>	Cr Forsyth, Maangai Hill, Te Ua and Thompson-Evans
<b>Apologies for lateness/early departure:</b>	Mayor Southgate, Crs Bunting, Wilson, Naidoo-Rauf, O’Leary, Hamilton, Maangai Whetu and Rau

### Discussion

The briefing session covered the following topics in an open session:

- Urban development – 20-minute City
- Urban Regeneration Approach and National Policy Statement – Urban Development
- Urban Design Panel

There were a number of key points arising from the discussion:

#### 1. Urban development – 20-minute City (presentation was provided)

Professor Iain White (University of Waikato) explained that the purpose of the presentation was to provide Members with an overview of how the 20-minute City policy has been implemented in other cities, and how the policy could be adopted in Hamilton.

Members asked questions in relation to the following:

- Public opinion and involvement;
- The policy improving the lives of the lower socio-economic citizens;
- Hamilton’s population and geography effect the policy;
- The effect of Central Government Policy;
- Implementation of the policy; and
- Including the policy within the Long Term Plan.

#### 2. Urban Regeneration Approach and National Policy Statement – Urban Development (presentation was provided)

The City Planning Manager explained the purpose of the presentation was to outline the ways the National Policy Statement – Urban Development will affect current and future Council policy.

Members asked questions in relation to the following:

- New zoning restrictions;
- Previous poor developments;
- Improvement to current outputs;
- Car parking requirements and regulations;
- Erosion of consumer confidence; and
- stakeholder input into new development projects.

### 3. Urban Design Panel

*(presentation was provided)*

Dr Les Matthews, Brian Squair, Margi Moore and Mark Apeldoorn (Urban Design Panel) explained the purpose of the presentation was to provide context to the panels current purpose, and to provide ideas for improvement.

Members asked questions in relation to the following:

- Potential for better outcomes;
- Full stakeholder consultation;
- Incorporating Urban Design Panel recommendations into current Council policy;
- Improving developer relations; and
- Allowing diversity of project design.

# Council Report

**Committee:** Council  
**Author:** Carmen Fortin  
**Position:** Governance Advisor  
**Report Name:** Confirmation of the Elected Member Open Briefing Notes - 19 August 2020

**Date:** 17 September 2020  
**Authoriser:** Amy Viggers  
**Position:** Governance Team Leader

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

That the Council confirm the Open Notes of the Elected Member Briefing held on 19 August 2020 as a true and correct record.

## Attachments - *Ngaa taapirihanga*

Attachment 1 - Elected Member Open Briefing Notes - 19 August 2020 .



## Elected Member Briefing Notes – 19 August 2020 – Open

<b>Time and date:</b>	9.33am, 19 August 2020
<b>Venue:</b>	Committee Room 1, Hamilton City Council & Audio Visual Link
<b>In Attendance:</b>	Mayor Southgate, Deputy Mayor Taylor, Crs Pascoe, O'Leary, Bunting, Hamilton, Macpherson, Thomson, Wilson, Gallagher, Naidoo-Rauf, Forsyth Maangai Hill, Te Ua and Whetu
<b>Apology for Full Session:</b>	Crs van Oosten and Bunting, Maangai Thompson-Evans, Rau
<b>Apologies for lateness/early departure:</b>	Cr Naidoo-Rauf

### Discussion

The briefing session covered in an open session.

- NIDEA Experts

There were a number of key points arising from the discussion:

#### 1. NIDEA Experts (Presentation was provided)

The Growth, Funding and Analytics Manager introduced Professor Michael Cameron from the University of Waikato, who explained that the purpose of the presentation was to provide additional information about the growth of Hamilton and the locations of this growth.

Members asked questions in relation to the following:

- Impacts to the data by the 2020 coronavirus epidemic, the lockdown and border responses;
- growth in surrounding territorial zones;
- increased access and upgrading of transportation infrastructure between surrounding territorial zones;
- timeline of projection of growth and the potential impact;
- impact of the projections on decision-making;
- planning housing development based on population projections;
- percentage of growth vs. total population growth in numbers; and
- climate change impact.

# Council Report

**Committee:** Council **Date:** 17 September 2020  
**Author:** Tyler Gaukrodger **Authoriser:** Amy Viggers  
**Position:** Governance Advisor **Position:** Governance Team Leader  
**Report Name:** Confirmation of the Elected Member Open Briefing Notes - 2 September 2020

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

That the Council confirm the Open Notes of the Elected Member Briefing held on 2 September 2020 as a true and correct record.

## Attachments - *Ngaa taapirihanga*

Attachment 1 - Elected Member Open Briefing Notes – 2 September 2020 .

## Elected Member Briefing Notes – 2 September 2020 – Open

<b>Time and date:</b>	9.30am, 2 September 2020
<b>Venue:</b>	Council Chamber, Hamilton City Council & Audio Visual Link
<b>In Attendance:</b>	Mayor Southgate, Deputy Mayor Taylor, Crs Pascoe, O'Leary, Bunting, Hamilton, Macpherson, van Oosten, Thomson, Wilson, Naidoo-Rauf, Forsyth, Gallagher, Maangai Maaori Te Ua
<b>Apology for Full Session:</b>	Maangai Maaori Rau, Hill, Thompson-Evans and Whetu
<b>Apologies for lateness/early departure:</b>	Mayor Southgate, Crs O'Leary, Naidoo-Rauf, Hamilton, Maangai Maaori Te Ua

### Discussion

The briefing session covered in an open session.

- DC Policy Review/Session 2

There were a number of key points arising from the discussion:

#### 1. Development Contribution Policy Review Session 2 (Presentation was provided)

The Growth, Funding and Analytics Unit Manager explained that the purpose of the presentation was to outline the current Development Contribution policy, potential future development contributions and possible development contribution policy options.

Members asked questions in relation to the following:

- DC policy effect on local property value;
- Development contributions;
- Targeted rate options;
- Consultation with developers;
- Possible incentives;
- Future policy review;
- Urban design panel requirements;
- Remission applications and effect on development behaviour;
- Amenity provisions within the policy;
- Accessibility requirements;
- Housing preferences;
- Increasing base level of council service;
- Policy effect on housing policy; and
- Enforcement of policy and consents.

# Council Report

**Committee:** Council

**Date:** 17 September 2020

**Author:** Tyler Gaukrodger

**Authoriser:** Amy Viggers

**Position:** Governance Advisor

**Position:** Governance Team Leader

**Report Name:** Chair's Report

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

That the Council:

- a) receives the report;
- b) defers the Rotokauri business case report to the 2021-2031 Long Term Plan sessions; and
- c) approves Councillors Wilson, van Oosten and Gallagher be appointed to the RMA Commissions Panel Selection Group.

## Attachments - *Ngaa taapirihanga*

Attachment 1 - Council Chair's Report - 17 September 2020 .



## Chair's Report

At the Local Government New Zealand Annual General Meeting last month, Stuart Crosby and Hamish Mcdouall were appointed as President and Vice President respectively. I congratulate both, and look forward to working with them, building on the strong work of their predecessors.

We can be very pleased that of the ten remits that were adopted at the AGM, three of them originated in this Council. These were:

- moving to four-year terms (this remit was amended to require LGNZ to push central Government for a referendum on moving to four-year terms for local and national elections);
- housing affordability (calling for a working group and National Policy Statement on housing affordability, and requesting that inclusionary zoning be permitted); and
- advocating for GST on rates to be returned to councils to spend on infrastructure projects.

Many thanks to Councillors and staff for their work on these. LGNZ will now be taking each of these forward, working with central Government as appropriate. We will ensure that we stay closely involved.

Staff are developing a process to increase the diversity of the RMA Hearings Commissioners' Panel, including reviewing the selection criteria and weightings of the original request for expressions of interest, and changing the makeup of the selection group to include elected member representation. The selection group will be constituted as below:

- |                     |  |
|---------------------|--|
| • Debra Stan-Barton | REEP Manager                             |
| • Gillian Cockerell | Planning Guidance Unit Principal Planner |
| • Muna Wharawhara   | Māori Relationships Manager              |
| • Grant Kettle      | Planning Guidance Unit Manager           |
| • Luke O'Dwyer      | City Planning Unit Manager               |
| • Lachlan Muldowney | City Barrister                           |
| • Ewan Wilson       | Councillor                               |
| • Maxine van Oosten | Councillor                               |
| • Martin Gallagher  | Councillor                               |

Staff are confident that the new approach will encourage a more diverse pool of applicants and facilitate the appointment of a more diverse panel.

Turning to the agenda for the 17 September Council meeting, I am pleased that the item regarding K'aute Pasifika has come back to Council for final consideration of the approvals needed for this significant community project to move forward. K'aute have received approximately \$1 million from the Ministry of Education for the educational facility part of the project and precinct, to go with the \$2 million grant for Trust Waikato.

A resolution of the 20 August Strategic Growth Committee requested staff prepare a report for the 17 September Council meeting "to consider an 'Agreement in Principle' of the Rotokauri Detailed

Business Case, subject to 2021-31 Long Term Plan consultation, and commercial negotiations with developers and Crown Infrastructure Partners". Since this resolution was passed it has been decided that, in order to allow all growth matters to be discussed together, the Rotokauri business case will be reported on and discussed as part of the planned Long-Term Plan sessions on growth, instead of the 17 September Council meeting.

On the subject of the Long-Term Plan, I have met with all Councillors and Maangai Maaori over recent weeks to discuss our collective priorities for the city. Based on these discussions we will soon be publishing a document giving the public a chance to have their say. I look forward to sharing our early thinking and receiving some feedback.

Finally, we must acknowledge the renewed uncertainty the community is facing as a result of the return of community transmission of COVID-19, and the extra restrictions that have been implemented as a result. It's a particularly difficult time for businesses, just as they were trying to get back on their feet. We hope better times are ahead, but must stand ready to adapt our plans depending on how events unfold.

#### **Chair's Recommendation**

That the Council:

- a) receives the report;
- b) defers the Rotokauri business case report to the 2021-2031 Long Term Plan sessions; and
- c) approves Councillors Wilson, van Oosten and Gallagher be appointed to the RMA Commissions Panel Selection Group.

Mayor Paula Southgate  
Hamilton City Council

# Council Report

Item 15

**Committee:** Council

**Date:** 17 September 2020

**Author:** Jennifer Parlane

**Authoriser:** Sean Murray

**Position:** Parks Planner

**Position:** General Manager Venues,  
Tourism and Major Events

**Report Name:** The Future of the Founders Theatre Site

Report Status	Open
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## Purpose - Take

1. To seek approval of further communication and engagement to enable Council to make a final decision on the future of the Founders Theatre site.

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

That the Council:

- a) receives the report;
- b) approves further community engagement on the future of the Founders Theatre site;
- c) approves the unbudgeted spend of up to \$15,000 for community engagement;
- d) approves the inclusion of three options in the community engagement:
  - **Option One:** Remove Founders Theatre and reinstate as a basic park (e.g. lawn only). Funding for this is proposed in the 2021-31 Draft Long-Term Plan, noting this option does not fully achieve the vision of the West Town Belt Masterplan.
  - **Option Two:** Remove Founders Theatre and redevelop the site to improve the space as a multi-purpose community park suitable for events, community activities and informal recreation. This could include features such as an outdoor performance space, public art, information about the site's history, natural spaces, all ages play area and accessible cycling and walking paths. This option is unbudgeted and will be formally consulted on through the 2021-31 Draft Long-Term Plan. This option would achieve the vision of the West Town Belt Masterplan and will be presented to the community as Council's preferred option.
  - **Option Three:** Invite submissions to retain the Founders Theatre building (in full or in part) on the proviso interested parties to submit an alternative proposal for Council's consideration. Only proposals that can guarantee non-Council funding (full capital costs and ongoing operating costs), with no requirement for or expectation of Council funding, will be considered and must be achievable within three financial years. If Council receives no viable alternative proposals by the end of the Founders Theatre engagement period, a decision will be made in accordance with either option 1 or 2 as outlined in this report.

- e) delegates the Mayor, Deputy Mayor, Chair of the Community Committee and General Manager Venues, Tourism and Major Events to work with Communication and Engagement staff to finalise the timing, content and means of community engagement.
- f) notes staff will report back to the Council meeting on 24 November 2020 with a summary of the feedback received through the engagement process; and
- g) notes the submission from the Theatre of the Impossible Charitable Trust (TOTI) made through the 2020/21 Annual Plan process will be considered as part of this community engagement.

### **Executive Summary - *Whakaraapopototanga matua***

2. The Founders Theatre site is located in the West Town Belt (WTB) on the edge of the city centre. Founders Theatre has been closed since March 2016.
3. The Waikato Regional Theatre Project (WRT), facilitated and led by Momentum Waikato Community Foundation, is now a certainty, with confirmed commitments from Council, Central Government and others. This will provide a world-class cultural and arts facility in Hamilton and is expected to open in the central city in 2022.
4. In September 2019, Council adopted the West Town Belt Masterplan to provide a 30-year vision and strategic framework for the future of the WTB.
5. Founders Theatre sits within the 'WTB Heart Character Area'. As an important central city park space, this character area promotes park enhancement to include events, community play, sports and recreation.
6. Since 2016, Council has sought community feedback on how the building could be used, ranging from complete demolition and reinstatement as an open space to full reinstatement of the building for community use.
7. The confirmation of the WRT and the strategic direction set out in the West Town Belt Masterplan indicates that it is the right time to discuss the future of the Founders Theatre site with the community.
8. The purpose of the 2020 community engagement is to give the community a final opportunity to decide the future of the site. If option two (remove, redevelop and improve) is supported by the community, Council will then develop a more detailed concept plan for further consultation in the 2021-31 Draft Long-Term Plan. If funded, the community will be invited to provide further input into the design and redevelopment of the site.
9. The engagement will include an option to retain the Founders Theatre building (in full or in part) on the proviso that third parties submit alternative proposals to the two options being consulted on for Council's consideration. Only proposals that can guarantee non-Council funding (full capital costs and ongoing operating funding), with no requirement for or expectation of Council funding, will be considered and must be achievable within three financial years.
10. Staff recommend Council proceeds with the proposed communication and engagement approach as detailed in this report in paragraphs 35-48.
11. Staff consider the decisions in this report have high significance and that the recommendations comply with the Council's legal requirements.

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



## Overview of the Founders Theatre building and site

12. Hamilton's Founders Theatre opened in 1962. It was built to be a premier theatre for the region and act as the city's town hall. The theatre is a traditional proscenium arch/lyric theatre with capacity for 1249 people.
13. The theatre is located next to Boyes Park on the Hamilton West Town Belt. The theatre site is 8267m<sup>2</sup> and includes the Dame Hilda Ross Fountain (currently decommissioned).
14. The building is not a scheduled heritage building under the Operative Hamilton City District Plan. However, it is recognised that the theatre holds cultural significance for the community.
15. In March 2016, Founders Theatre was closed due to safety concerns over the operation of the stage house fly system, fire and other safety hazard protection. The building was also identified as an earthquake-prone building under the National Building Standard. This status currently remains.
16. Since 2016, Founders Theatre has remained closed (except for essential maintenance). Council has received several expert reports on the building, including structural engineering, safety and heritage.
17. Council has also undertaken community engagement since 2016 to allow the community to provide their views on the future of the site. A summary of previous community engagement and consultation is provided below.
18. There is budget (\$802k) proposed in Year 1 of the 2021-31 Draft Long-Term Plan to remove the building from the site. No formal decision has been made by Council.
19. Council's view between 2016 and 2019 was the outcome of Founders Theatre should not be decided until the WRT project was well advanced.
20. In September 2019, Council adopted the West Town Belt Masterplan. The Masterplan sets a 30-year vision and strategic framework for its use and development and includes the Founders Theatre site and surrounds.
21. The Masterplan was developed over 18 months and involved extensive engagement with a wide range of stakeholders and the public.
22. The vision for the West Town Belt is *"A connected, treasured and dynamic inner-city open space destination which everyone enjoys"*.
23. The Masterplan has five key design moves which provide a framework for all site-specific projects: Integrating the Belt, Connecting the Belt, Greening the Belt, Enhancing the Belt and Activating the Belt.
24. Founders Theatre is located in the WTB Heart Character Area. The purpose of the character area is *"The leafy green inner-city open space destination and heart of the WTB. Accommodates a diverse mix of community activities, sports and informal recreation"*.

*Founders Theatre is identified as 'Project 27 – Founders Theatre Project'. The general intent for this project is:*

*The future of Founders Theatre is yet to be determined. Options for the site could include but not be limited to:*

- 1. Retention of the building for community use (which would require building works to remedy health and safety risks) and associated parking; or*
- 2. Partial building demolition and repurposing suitable parts of the building for other community uses, including retention any heritage elements, and reduction of car park; or*
- 3. Complete demolition of building and reduction of car park and return land to open space (which may include informal recreation opportunities). An additional option includes retaining and reusing some of the materials from the building for future development of the park.*

*In all options, ensure the Dame Hilda Ross Fountain and any other relevant built form with heritage values, is maintained, celebrated and integrated with the future uses of the parks.*

25. Staff undertook briefings with Elected Members (26 February and 18 August 2020) to test the proposed communication and engagement approach about the site. Elected member feedback from these sessions has been incorporated in the proposed approach.

#### **Overview of previous consultations and community engagement 2016-2019**

26. Between May 2016 and June 2019 there have been four separate consultations and community engagement opportunities for the community and other interested parties to provide their views on what should be done with Founders Theatre.
  - May – July 2016: Founders Theatre: What Should We Do?
  - September – November 2017: What to do with Founders?
  - December 2017 – June 2018: Creative Sector Discussions
  - April – May 2019: Draft West Town Belt Masterplan.
27. A summary of the engagement carried out and the feedback received is provided as attachment 1.
28. When Founders Theatre was closed for safety concerns there were very rudimentary estimates provided on the costs of restoration including operational safety, seismic strengthening, building compliance (to today's standards) and quotes ranged anywhere between \$12M and \$20M.
29. In 2016, 58% of the community told us that if Council's funding was capped at \$30M, they would prefer to invest in a new theatre rather than invest in Founders Theatre. The community also acknowledged the need for a world-class cultural facility.
30. Hamilton City Council has subsequently committed to fund \$25M towards the building of a new theatre.
31. From December 2017 – June 2018, Council also asked the segment of the community that supports the retention of Founders Theatre for proposals for alternative uses. To date, the proposals received do not meet the substantial upgrade requirements to bring the building up to code (including seismic strengthening).

#### **TOTI submission to 2020/21 Annual Plan**

32. As part of Council's 2020/21 Annual Plan process, on 16 July 2020 Council received a submission from TOTI. TOTI have proposed to retain the Founders Theatre building and restore it to a standard that will enable it to become a town hall/community facility.
33. TOTI has undertaken to develop a detailed proposal and business case for consideration by Council through the 2021-31 Draft Long-Term Plan, acknowledging this information would be required no later than November 2020.
34. Staff suggest TOTI's Annual Plan proposal should be included and considered in the engagement process proposed by this report.

### **Discussion – *Matapaki***

#### **Summary of proposed communication and community engagement approach 2020**

35. With the new regional theatre confirmed and in the detailed design and pre-construction phase, it's now time to decide on the future of Founders Theatre site.
36. The final decision on what happens to Founders Theatre presents an opportunity for Council to seek feedback on uses for this well-known site in the heart of Hamilton. Subject to that

- feedback, Council would then work with key stakeholders to present a detailed concept plan for further consultation in the 2021-31 Draft Long-Term Plan.
37. A comprehensive communication and engagement programme will be developed once Council direction is confirmed to ensure strong promotion of the proposed engagement.
  38. Staff recommend the Mayor, Deputy Mayor, Chair of the Community Committee and General Manager Venues, Tourism and Major Events are delegated to work with Communication and Engagement staff to finalise the timing, content and means of community engagement.
  39. Staff propose the community engagement programme takes place over a period of one month. It will aim to:
    - Allow a wide range of voices to be captured and heard;
    - Inform the community about the Council's activities and take the community on the journey with us;
    - Enable enhanced community input into the Council decision-making and planning process.
  40. The communication and engagement programme will require a mixture of communication (one-way information from Council to the community about the context and background of the project) and community engagement (two-way conversations between Council and the community) about the future opportunities for the site.
  41. Key communication messages will include:
    - Council's commitment to revitalising our central city.
    - Confirmation of the new regional theatre coming to the central city. The theatre includes \$25M of Council funding towards the build and is expected to be open in 2022.
    - West Town Belt context: The Founders Theatre site is located in the heart of the West Town Belt; an important public open space for the central city and wider Hamilton. The vision for the West Town Belt is to create *"A connected, treasured and dynamic inner-city open space destination which everyone enjoys"*.
    - The Founders Theatre area is a prominent site in the WTB and links to Boyes Park and Hinemoa Park. There is significant potential to increase and improve this central city open space area so it can become a place where events, community activities and informal recreation combine and intersect. Budget would be required to achieve this.
    - If Council proceeds with option two after this engagement, the community will be invited to provide further input into the design and redevelopment of the site through the Draft 2021-31 Long-Term Plan process.
    - Rostrevor St is being re-imagined through the NZTA Innovating Streets for People programme. The programme seeks to temporarily re-design the street so that it better links Boyes Park to Hinemoa Park and introduce temporary activities to draw the community in (e.g. cycle paths and play elements).
  42. Communication and engagement tactics will include (but are not limited to) engagement with key stakeholders, open days, a citywide advertising campaign (digital, social media, print and radio), on-site signage, hard copy feedback forms at Council offices and facilities, a video, Have Your Say online consultation, a letter drop and notification to neighbours, and proactive and targeted media engagement.
  43. Supporting visuals will include a location and site map to depict the area we are talking about and how it ties into the wider central city. Indicative visuals are included in attachment 2, noting that wording and content is draft and will be finalised with the delegated group.

44. **Community engagement content (Draft and to be finalised with delegated group)**
45. Council is requesting a final say from the community on how they would like to see the Founders Theatre site used.
46. Council will be asking the community to comment on two options. Community engagement will also include an invitation for interested parties to submit an alternative proposal for Council's consideration to retain the Founders Theatre building (in full or in part). Only proposals that can guarantee non-Council funding (full capital costs and ongoing operating costs), with no requirement for or expectation of Council funding, will be considered and must be achievable within three financial years.
47. Each option will be presented with a corresponding graphic (refer to Attachment two).

#### **Option One**

48. Remove Founders Theatre and reinstate as a basic park (e.g. lawn only). Funding for this is proposed in the 2021-31 Draft Long-Term Plan. This option does not fully achieve the vision of the West Town Belt Masterplan.

#### **Option Two**

49. Remove Founders Theatre and redevelop and improve the site as a multi-purpose community park suitable for events, community activities and informal recreation. This could include an outdoor performance space, public art, information about the site's history, natural spaces, all ages play area and accessible cycling and walking paths. This is unbudgeted and will be formally consulted on through the 2021-31 Draft Long-Term Plan. This would achieve the vision of the West Town Belt Masterplan and will be presented to the community as Council's preferred option.
50. Option 2 will include two additional questions about the type of activities people would like to see on the site and ways to honour the heritage of the site. These will be supported by generic but descriptive images (refer to Appendix two).
51. This feedback will then be used to inform a concept design that, subject to the outcome of the engagement, will be included and consulted on in the 2021-31 Draft Long-Term Plan process with indicative project costs provided to the community.

#### **Financial considerations – *Whaiwhakaaro Puutea***

52. The cost of this communication and engagement programme is expected to be up to \$15,000.
53. These costs are unbudgeted.
54. Costs of future capital developments and timing of these is subject to Council's funding decisions through the 2021-31 Long-Term Plan process.

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

55. Staff confirm that recommendations in the report comply with Council's legal and policy requirements.

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

56. 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').
57. 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.

58. The recommendations set out in this report are consistent with that purpose.
59. Founders Theatre sits within the 'WTB Heart Character Area'. As an important central city park space, this Character Area promotes park enhancement to include events, community play, sports and recreation. The vision for the West Town Belt is *"A connected, treasured and dynamic inner-city open space destination which everyone enjoys"*.

### **Social**

60. The further community engagement proposed in this report responds to previous feedback received and significant public interest in the future of the Founders Theatre site. It provides the opportunity for the community to understand and engage and share their views on the future of the space, including enhancement of the public green space surrounding Founders Theatre.

### **Economic**

61. The engagement approach will enable the community to have their say on the future of the site. This includes local property owners, businesses and residents who have a potential economic interest. Any future activity on the site will contribute to economic wellbeing. A good outcome for this space that improves the liveability of Hamilton, particularly the central city, will have a direct impact of the economic wellbeing of Hamiltonians.

### **Environmental**

62. The engagement approach ensures that environmental enhancement of the site is an option for consideration. This may include works and activities to enhance the environmental values, including improved access to experience and enjoy increased urban green space.

### **Cultural**

63. The engagement approach ensures that cultural wellbeing of the site is an option for consideration. It is important that any future use of the site recognises the heritage of the site and honours it accordingly. As such this is a key question that will be asked in the proposed community engagement process.
64. The WTB Masterplan sets out design principles to inform the process of any development of sites across the WTB. This includes use of the Te Aranga Maaori Design Principles, which ensure appropriate engagement and collaboration with iwi and mana whenua. Engagement with iwi and mana whenua is planned to take place to seek their feedback/comments ahead of wider community consultation.

### **Risks – Tuuraru**

65. Not proceeding with community engagement would further delay a decision on the future of the Founders Theatre site, creating a reputational risk for Council and a risk the community will become disaffected and disengaged.
66. There are no other known risks associated with the decisions required for this matter.

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

67. Staff have considered the key considerations under the Significance and Engagement Policy and assessed that the matters in this report have a high level of significance.

## Engagement

68. Given the high level of significance determined, the engagement level is high. Engagement is required.

## Attachments - *Ngaa taapirihanga*

Attachment 1 - Summary of Previous Founders Theatre Consultation 2016-2019

Attachment 2 - Indicative corresponding visuals for Founders Theatre Site Community Engagement 2020. .

**SUMMARY OF PREVIOUS FOUNDERS THEATRE CONSULTATIONS AND PUBLIC ENGAGEMENT 2016-2019**

<b>1. May - July 2016 “Founders Theatre: What Should We Do?”</b>	
<b>Engagement Carried Out</b>	<b>Engagement Summary</b>
<p>Public engagement was carried out as per the Council resolution. Three potential options were consulted on:</p> <ul style="list-style-type: none"> <li>Option 1: Refurbish (\$20m)</li> <li>Option 2: Build New (\$50m)</li> <li>Option 3: Close and Demolish (\$300k)</li> </ul> <p>The engagement document was inserted in the City News and delivered directly to all households in Waipa, Waikato and Matamata District Councils.</p> <p>Three forms of feedback were used to capture the community views on the options</p> <ul style="list-style-type: none"> <li>Survey available online “have your say” link on the website or by completing a paper submission.</li> <li>An independent telephone survey of 1600 residents, (1000 in Hamilton City and 600 spread across Waikato, Waipa and Matamata Piako Districts. The telephone survey asked the same questions as the “have your say” link.</li> </ul> <p>Focus groups held by Creative Waikato with users of the facility from the local creative sector. Creative Waikato ran 12 workshops with a total 126 participants and held two public meetings.</p>	<p>On 7 and 8 July 2016, Council held hearings in support of the above submissions received. 11 groups and 25 individuals spoke to their submissions, including a verbal proposal from Momentum Waikato with an offer to convene the delivery of a new theatre in Hamilton.</p> <p>On 28 July 2016, a full summary of all the engagement feedback was provided to Council – including 2279 online and paper submissions, telephone survey responses and summarised feedback from 12 focus group sessions with community and local users of the facility and two open public meetings held by Creative Waikato. There was also feedback provided from the University of Waikato, Arts Forum Advice, Youth Advisory Panel and the Older Persons Advisory Panel Feedback.</p> <p>Feedback through the public engagement process very clearly indicated that Hamilton and Waikato residents valued the need for a performing arts theatre and saw such a facility as vitally important community infrastructure. Feedback relevant to the future of Founders Theatre was:</p> <ul style="list-style-type: none"> <li>If the Council’s contribution was capped at \$30million, there was more support for building a new theatre (“build new”)</li> <li>Feedback favoured the option to Refurbish (49%) with Build New selected by 34% of the respondents.</li> <li>A secondary question was asked of those that opted for Refurbish as to whether they would consider Build New with a fixed cap of \$30million on the Council’s contribution. There was a significant shift in the response with 23% of the respondents changing from the Refurbish to the Build New option.</li> <li>Based a \$30m cap on Council spend, 58% of the community would prefer a new build theatre, compared to 26% who wish to retain and refurbish Founders.</li> </ul>
<b>2. September – November 2017 “What to do with Founders”</b>	
<b>Engagement Carried Out</b>	<b>Engagement Summary</b>
<p>Three potential options that were consulted on:</p> <ul style="list-style-type: none"> <li>Option 1: Complete Demolition Demolish the entire building and return the site to greenspace. Estimated cost \$802,100.</li> <li>Option 2: Partial Demolition and Re-use Demolish the foyer, auditorium and stage house, but retain the existing dressing room building for re-use. Integrate the building with surrounding park. Estimated cost \$1,197,718.</li> <li>Option 3: Reinstate for Community Use Undertake earthquake strengthening and compliance upgrades and cut down the height of the stage house with the balance of the building to be retained in its current state. Estimated cost \$5.7m to \$12m.</li> </ul> <p>The engagement was conducted via paper forms (available from Libraries, Pools and Creative Waikato) and by an online survey which asked the respondent to pick their preferred option. The survey was promoted through social media and online.</p> <p>The consultation process also invited expressions of interest from organisations or groups interested in taking over the operation and/or ownership of Founders Theatre. Those interested to do so were asked to provide an outline of their business plan and how they see their proposal being funded and operated.</p>	<p>In total 336 responses were received. Of the 336 survey responses received, 148 responses provided additional comment and advice to council. In total eight business proposal expressions of interest were received. No hearings were held.</p> <p>Option three was the preferred option (146 submissions), however only 10% of those who responded thought ratepayers should fund this. It was deemed that other funding options such the community group, users or other organisations should fund.</p> <p>The business proposal expressions of interest received provided an indication of interest from within the creative sector. It was seen appropriate for staff to facilitate a conversation amongst the creative sector to determine if a creative community hub could be established. This would provide an opportunity for existing creative organisations to find a permanent home within the city and provide opportunities for new-start organisations. A main organisation would need take the lead and develop a full Business Case and Financial Proposal for the re-instatement of a community hub for the creative sector.</p> <p>It was recommended that staff facilitate the discussion amongst the creative sector noting that Council would require the Business Case and Financial Proposal to be submitted to Council by the 30 March 2018 for consideration with a final decision made by Council by 30 June 2018.</p>

SUMMARY OF PREVIOUS FOUNDERS THEATRE CONSULTATIONS AND PUBLIC ENGAGEMENT 2016-2019

3. December 2017 – June 2018 - Creative Sector Discussions	
Engagement Carried Out	Engagement Summary
Staff facilitated discussions amongst the creative sector. No viable business case or financial proposal is received by Council and this option does not progress any further.	

4. June 2018 – June 2019 – Draft West Town Belt Masterplan	
Engagement Carried Out	Engagement Summary
<p>Founders Theatre is considered within work and subsequent consultation in Council’s West Town Belt Masterplan – character area 4. It is noted as an overall opportunity to increase the quality of publicly open space by consideration of reclaiming areas such as Founders and is referred to as the “Founders Site”. It is recommended to be integrated with Boyes Park and Hinemoa Park to “stitch the WTB heart character area together” as a “leafy green heart”.</p> <p>It is noted in this masterplan that the future of Founders is yet to be determined and options for the site could include but should not be limited to:</p> <ul style="list-style-type: none"><li>A. Retention of the building for community use (which would require building works to remedy health and safety risks) and associated parking; or</li><li>B. Partial building demolition and repurposing suitable parts of the building for other community uses, including retention any heritage elements, and reduction of car park; or</li><li>C. Complete demolition of building and reduction of car park and return land to open space (which may include informal recreation opportunities). An additional option to retain and reuse some of the materials from the building for future development of the park.</li></ul> <p>In all options, ensure the Dame Hilda Ross Fountain and any other relevant built form with heritage values, is maintained, celebrated and integrated with the future uses of the parks.</p>	<p>There were two periods of public consultation on the West Town Belt Draft Masterplan in August 2018 and throughout April - May 2019. Of the 160 submissions received, 17 make mention of Founders, with most in favour of demolition and return to greenspace.</p> <p>No further submissions from the creative sector or other user is received for the retention of the building or partial use (option A&amp;B).</p> <p>The WTB Masterplan was formally adopted by Council in September 2019.</p>



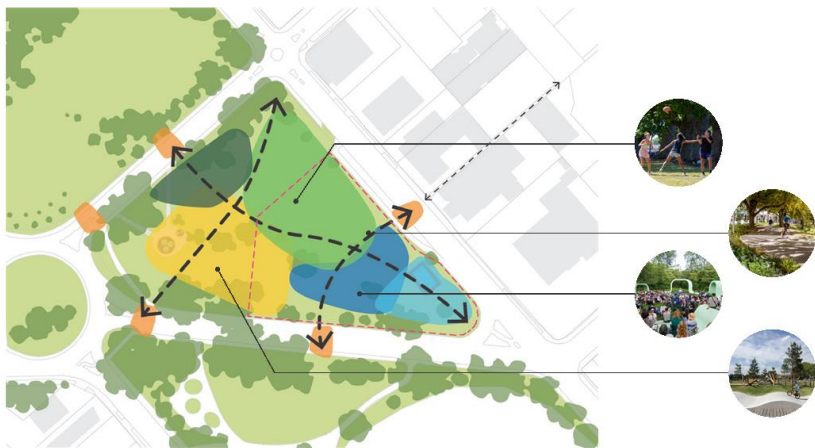
Attachment C

Indicative Corresponding visuals for community engagement

Option 1



Option 2



Option 3



QUESTION 2A: Potential Activities that could be included in a future design

A space where you can...



Interact with the fountains



Meet with your community



Play with your friends and family



Take a walk or ride your bike



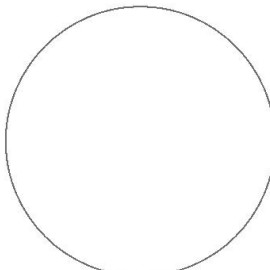
Take part in events and celebrate the arts



Experience and enjoy nature



Play sports



Other

QUESTION 2B: WAYS COULD WE HONOUR THE HERITAGE OF THE SITE

Here are a few ideas, what are yours?



Expressing stories and memories through 're-programming the space'



Expressing stories and memories through public art



Exploring sound, music and performance in fun and playful ways.



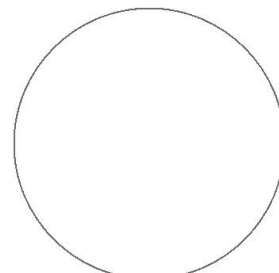
Retaining and re-adapting parts of the building



Telling stories through interpretive panels



Retaining the fountain and integrating it into the park



Other

# Council Report

**Committee:** Council **Date:** 17 September 2020  
**Author:** Alice Morris **Authoriser:** Julie Sanderson  
**Position:** Principal Planner **Position:** Group Business Manager  
**Report Name:** 2020/2021 Heritage Fund Allocation

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

1. To inform the Council on the 2020/21 Heritage Fund round.
2. To seek approval from the Council for the allocation of the budgeted \$100,000 Heritage Fund as set out in **Attachments 1** and **2** of this report.

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

3. That the Council:
  - a) receives the report; and
  - b) approves the allocation of the 2020/21 Heritage Fund as set out in **Attachment 2** of the staff report.

## Executive Summary - *Whakaraapopototanga matua*

4. The annual \$100,000 Heritage Fund was first established through the 2018-2028 10-Year Plan.
5. The Heritage Fund positively assists with maintaining and retaining Hamilton's heritage scheduled items. The Council's financial assistance ensures scheduled items and sites continue to contribute to the quality of the environment and the foreseeable needs of future generations living in Hamilton. It also assists with the ongoing contribution of these sites to the vibrancy and growth of Hamilton.
6. Eight applications were received for the 2020/2021 round; seven have been deemed eligible to receive funding.
7. Staff assessments and comments from the Urban Design Panel are in Attachment 1.
8. Staff consider the decision in this report has low significance and that the recommendations comply with the Council's legal requirements.

## Background - *Kooreo whaimaarama*

9. The Council developed the [Heritage Plan](#) in 2016 in collaboration with Mana Whenua, heritage groups and owners of heritage listed buildings and sites. Its purpose is to set out the Council's

approach to celebrating Hamilton's heritage in all its forms. It contains actions to ensure the identification, protection and use of heritage buildings and sites.

10. The Heritage Fund was established at the same time to help protect, conserve and restore both built heritage and archaeological sites in Hamilton.
11. The 2020/21 round is the fifth round since the Fund was established. To date, it has supported 51 projects including heritage conservation plans, building assessment reports, earthquake strengthening, restoring and repairing joinery, repairing decorative plasterwork, painting and borer treatment.
12. Applications for the 2020/21 Heritage Fund were called for between 28 May and 30 June 2020. Of the eight applications received, seven met the eligibility criteria set out in the [Historic Heritage Fund Guidelines](#).
13. Staff have undertaken a review of the eligible applications, and in some instances carried out site visits. Staff presented their recommendations to the Urban Design Panel on 4 August 2020. All advice received from the Panel has been included into the final set of recommendations for each application (Attachment 2).

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

14. Six of the seven eligible heritage projects are for physical works (painting, window repair and seismic strengthening). The seventh project is for the preparation of technical reports for earthquake strengthening.
15. All except one application is for either commercial or industrial buildings.
16. Of the seven eligible applications, four have been supported through previous rounds. The ongoing support of these buildings ensures the project can be undertaken in stages.
17. The application of the Heritage Fund gives effect to the Heritage Plan and implementation of the Historic Heritage Funding Guidelines. If the recommendations are not approved the available funds will not be utilised as anticipated in the 10-Year Plan.

### **Options**

18. No options are available for the Council to consider. Not allocating the Fund would not give effect to the intent of the Heritage Plan as set out in the funding guidelines.

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

19. This is a regular operating activity funded through the 10-Year Plan.

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

20. Staff confirm that the allocation of the Heritage Fund as proposed complies with the Council's legal and policy requirements.
21. Under the Resource Management Act, historic heritage has value and needs to be safeguarded for future generations.

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

22. 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').
23. 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.

24. The recommendations set out in this report are consistent with that purpose.

### **Social**

25. An appreciation of the past contributes to a sense of identity and belonging for residents and visitors to Hamilton.
26. Historic heritage is a resource that contributes to an understanding and appreciation of the past that is derived from archaeological, architectural, cultural, historic, scientific and technological qualities.

### **Economic**

27. The Heritage Fund supports Sustainability Principle 6: Council works to improve the resource efficiency and health of houses, businesses and infrastructure in our city.

### **Environmental**

28. The Heritage Fund positively assists with maintaining and retaining Hamilton's scheduled heritage items. It assists with the maintenance and repair of scheduled items to ensure those identified continue to be used and contribute to the quality of the city's environment.
29. Providing the Heritage Fund actively supports Sustainability Principle 3: Council anticipates and acts to prevent or mitigate environmental degradation where there are threats of serious or irreversible damage.

### **Cultural**

30. Supporting the owners of scheduled heritage items assists with retaining these items to ensure the city's communities can continue to engage with the tangible connections of Hamilton's history.
31. The decision to allocate funding has no impact on Maaori or their opportunities to contribute to the decision-making process for heritage protection in general.

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

32. The risk of not allocating the funds will result in the Council not giving effect to the intent of the Heritage Plan as set out in the funding guidelines.

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

### **Significance**

33. 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**

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

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

Attachment 1 - Heritage Fund Application Summary 2020

Attachment 2 - Heritage Fund Staff Allocation Recommendations .

HAMILTON CITY COUNCIL

**HERITAGE FUND ROUND  
2020/2021**

1 August 2020

Hamilton City Council  
Urban Design Panel  
Assessment of applications

1 August 2020

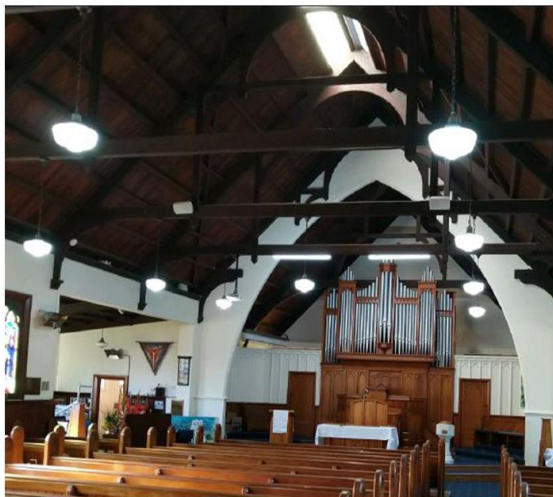
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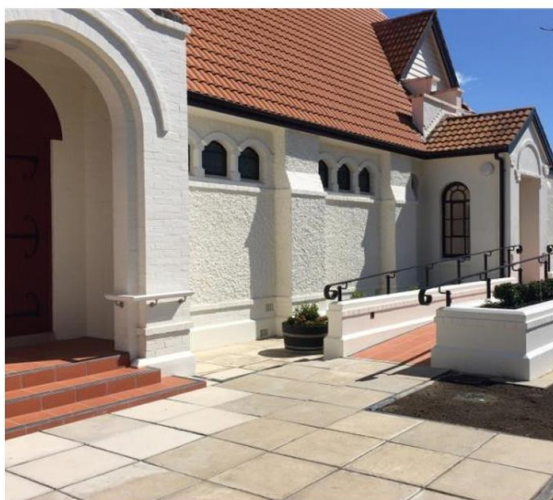
## Previous projects supported by the Hamilton City Council Heritage Fund



Laurensen Settlement House - 126 Forest Lake Road  
Repairs and painting of the exterior.



St Andrew's Church, at the corner of Te Aroha Street and River Road, seismic strengthening, essential maintenance and repair including electrical code of compliance.



St Mary's Chapel - Earthquake Strengthening



## Introduction

The City Planning Unit's Heritage Team has undertaken a review of the applications made to the 2020 Heritage Fund for funding of works to heritage buildings and group 1 archaeological sites.

As part of this review, all applications were presented to the Urban Design Panel who provided recommendations on the allocation of funds. The panel consisted of the following members:

Steve King - Architect  
 Brain Squair - Architect, Urban Design and Heritage  
 Robin Byron - Heritage, Architect, Urban Design (Heritage New Zealand)  
 Chris Dawson - Planner

This report has been prepared as an aid to assist the Council to make decisions on the allocation of heritage funds totaling \$100,000 for the 2020/21 financial year.

## Purpose of Fund

The Heritage Fund resulted from the actions set out in the Hamilton Heritage Plan.

The purpose of the Fund is to encourage and assist owners with work required to maintain and enhance heritage buildings in Hamilton.

The Fund incentivises the protection, conservation, restoration and use of both built heritage and archaeological sites within Hamilton.

## Past Funding Rounds

The previous four Heritage Funding rounds have supported 51 projects, including the development of heritage conservation plans, building assessment reports, earthquake strengthening works, restoration and repair of joinery, repair to decorative plaster works, painting and borer treatment.

A number of the heritage buildings have been supported on an ongoing basis to ensure that through a staged funding process the works to the buildings are completed.

### Summary of past Heritage Funding rounds:

Funding Round	2016/17	2017/18	2018/19	2019/20
Number of applications	22	17	10	12
Number of applications supported	17	13	10	11
Total amount of funds requested	\$639 248.68	\$663 544.95	\$553 193.30	\$169 645.25
Total amount of funds allocated	\$100 000.00	\$100 000.00	\$100 000.00	\$100 000.00
Total amount of funds spent	\$ 88 432.50	\$ 96 375.00	\$ 83 300.00	\$45 000.00 <sup>1</sup>

Note 1: - Delays in expenditure relating from COVID-19, Council resolution May 2020

## Summary of Applications for the 2020/21 funding round.

No	Appl Ref No	Name	DP Ref No	Works	Requested Funding	Proposed Funding	Support
<b>Applications that meet funding criteria</b>							
1	HF-002	Wesley Chambers	H37	Joinery repairs	\$27,500	\$27,000	In part
2	HF-003	House	H75	Essential Repairs - Painting	\$6,950	\$6,950	In full
3	HF-004	Grand Central Hotel	H19	Essential Repairs - Painting	\$39,500	\$20,000	In part
4	HF-005	NZ Dairy Co Building	H62	Seismic Strengthening	\$15,000	\$13,000	In part
5	HF-006	Howden Jewellers	H71	Essential repairs - joinery and painting	\$13,200	\$4,000	In part
6	HF-007	Alexandra Building	H73	Repair sash windows & rear door	\$13,800	\$4,050	In part
7	HF-009	Frankton Hotel	H17	Seismic Strengthening	\$100,000	\$23,050	In part
<b>Total</b>					<b>\$215,250</b>	<b>\$100,000</b>	
<b>Applications that do not meet funding criteria</b>							
8	HF-008	Commercial Hotel <sup>2</sup>	H38	Funding request for works already completed	\$100,000	\$0	N

**Note 2:**

No assessment has been undertaken for HF-008 (Commercial Hotel) as funding has been sought for works already been completed and therefore does not meet the funding criteria.





## Assessment Criteria

A full description of the assessment criteria is set out in the Heritage Fund Application Form. In summary the following factors are to be considered:

- Is the building within Hamilton?
- Is the item listed in the District Plan?
- Is the item registered by Heritage New Zealand?
- Who owns the building? Buildings owned by the Crown, state enterprises, district health boards, tertiary institutions, and local and regional authorities are not eligible for funding.
- Is the building earthquake prone under the Building Act 2004? Earthquake-prone buildings will be given priority.
- What type of works are proposed? The following types of projects are eligible for funding:
  1. Essential repairs, emergency works, stabilisation or core structural works of the original heritage fabric
  2. Restoration projects
  3. Upgrades to code/regulation standards to enable contemporary use of heritage places, e.g. fire, earthquake, access provisions
  4. Specific “like for like” material replacement or maintenance projects that protect the integrity of heritage buildings
  5. Preparation of heritage conservation plans and/or maintenance plans.
- Does the proposed work detract from the heritage values of the item?
- Do the works contribute to the retention, preservation and the continued use or compatible reuse of the heritage building?
- Is the work supported by a conservation/maintenance plan prepared by a heritage professional?
- What financial contribution is to be made by the applicant?

## Description and Assessment of Applications

Refer to the following pages for a brief description of each application along with an assessment and recommendation.



1

HF-002-2020/21

**H37 - Wesley Chambers - 237 Victoria Street****History of Building**

Constructed in 1924, Wesley Chambers is a substantial three-storey commercial building on a prominent corner of Victoria and Collingwood Streets. It is situated on part of Allotment 87, one of the original one-acre allotments surveyed in 1864 as grants to men of the Fourth Regiment of Waikato Militia. It was granted to Assistant-Surgeon William Rayner in 1867; he immediately donated the south-west half *"for the use of the people called Methodists in the Australasian connexion"* and the conveyance was formalised in April 1868.

The focus for Hamilton's commercial development was planned to be Grantham St and the south end of Victoria St, but as the population and the need for more retail outlets and financial institutions grew, the one-acre residential allotments were subdivided and the town developed further and further north up Victoria St.

The church trustees invested in building wooden shops on the Victoria St end in 1880, the income from this assisting with the construction of a larger church built beside the first in 1882. The shops were known as the Cosey Corner. In 1904 the Trustees improved on their investment by commissioning Hamilton architect F. E. Smith to design a new block of brick shops. There were six shops, each with plate-glass windows facing Victoria St and were known as the Wesley Buildings. The shops were built in a boom time for Hamilton, namely the first decade of the 20th century. Several institutions and government departments had made Hamilton their headquarters or regional offices and by then the commercial precinct had spread even further north up Victoria St.

**Purpose of Application**

Essential Repairs to original metal framed windows.

**Previous Funding Received:**

\$72,000

**Funding Amount Requested**

\$27,500

## Assessment Criteria

District Plan Listing	District Plan Ranking =	A
	Date of Construction =	1909-1910, two additional floors constructed in 1924
	Architect =	F.C. Daniell
	Registered HNZ =	Category II (5301)
Ownership	Private	
Is the building earthquake-prone?	No	
Works Proposed	Continue with the repairs to the original metal windows.	
Does the work detract from the heritage values of the item?	No - proposed work supports the heritage fabric. The identified windows will be removed off site, repaired and then reinstalled.	
Does the work contribute to the retention, preservation and the continued use of the heritage building ?	Yes - the repairs to the original steel windows will ensure the building has a long term use and ensures the heritage values of the building are protected.	
Is the work supported by a conservation/ maintenance plan	Yes - Proposed work is in line with the recommendations of the conservation plan prepared in 2017.	
What funding is the applicant bringing to the project?	Total cost of works = \$57,500.00 Applicant's funding contribution = \$30,000.00 Heritage funding sought = \$27,500.00	
Comments - Urban Design Panel	This is a key building in the central city area.	
	The recommended funding is a continuation of the support already provided through previous funding rounds.	

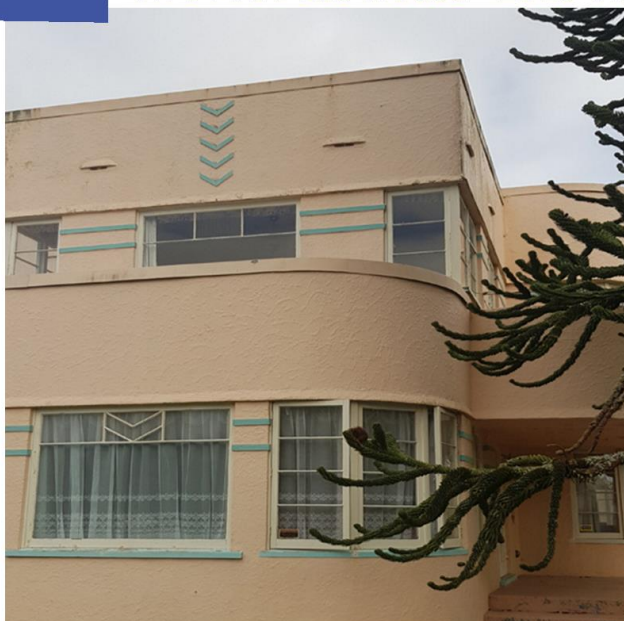
## Recommendation

A grant of \$27,000 should be offered with the following conditions:

- Prior to works commencing a copy of the annual maintenance programme for the building is to be submitted to Council.
- The removal, restoration and re-installment is to be overseen by a suitably-qualified heritage architect.
- Funds not to be used for works to internal aluminum joinery.

2

## HF-003-2020/21 H75 Art Deco House - 1319 Victoria Street



### History of Building

The house is significant for its architectural design in Moderne style. It was generally not until the late 1930s that architects in New Zealand began to adopt styles that reflected the enormous changes in direction that had occurred earlier in Europe. More typically there was still a tendency to plan in a traditional manner, with an external appearance that looked Moderne, or to use subtle Art Deco detailing or stripped-back Classical forms and detail.

The rebuilding of Napier following the earthquake in 1931, based on Spanish Mission and Art Deco models, popularised these styles, which were also used by a number of architects outside of Napier in the design of apartments and houses. Around the country smaller single-storeyed Art Deco and Moderne houses were built, relatively few designed by architects.

In Hamilton, the houses designed by Terrence Vautier are very good examples of substantial houses designed in this style. The design of the house reflects modern concepts in its planning and external form and appearance with its concealed flat roof, stream-lined curved corners and Art Deco detail including chevron mouldings to one of the parapets and windows. A horizontal emphasis was given to the design of the elevations with bands of windows set below a plastered parapet and fine parallel mouldings around the facade at window head height. The plan layout is asymmetrically arranged, with main living spaces interconnected.

The house was built with built-in electric radiators rather than fireplaces in the dining room and sitting room. Originally chrome finished they were replaced with polished copper in the 1950s. The surround in the dining room was faced in Hinuera stone.

### Purpose of Application

Repair to original windows.

### Previous Funding Received:

\$2,650

### Funding Amount Requested

\$6,950



## Assessment Criteria

District Plan Listing	District Plan Ranking = B Date of Construction = 1938 Architect = Terence Philip Vautier Registered HNZ = No
Ownership	Private
Is the building earthquake-prone?	N/A
Works Proposed	Continue with the repair and painting to original windows on the second floor of the house
Does the work detract from the heritage values of the item?	No - will ensure the retention of original windows and window detailing.
Does the work contribute to the retention, preservation and the continued use of the heritage building ?	The repairs to the windows will prevent any future damage to the heritage fabric of the building that may occur due to the building not being weather tight.
Is the work supported by a conservation/ maintenance plan	No
What funding is the applicant bringing to the project?	Total cost of works = \$6 950.00 Applicant's funding contribution = Contributing Materials and Labour costs Heritage funding sought = \$6 950.00
Comments - Urban Design Panel	Supporting the project ensures the continued restoration of the heritage building that has been supported through previous round of funding. Ensuring the weather tightness ensures the protection of the heritage fabric of the building.

## Recommendation

A grant of \$6,950 should be offered with the following condition:

- That Option 2 of the contractor's quote, dated 25 February 2020, be accepted to enable to completion of the painting of the entire building.

3

HF-004-2020/21

**H19 Grand Central Hotel - 27 Hood Street****History of Building**

The former Grand Central Hotel was built as a private hotel for Joseph Hooper in 1915 and designed by architects Warren & Blechynden. It catered for boarders and tourists. During the Second World War the hotel was used to accommodate members of the Women's Auxiliary Armed Forces. It continued to operate as a hotel and later a bed and breakfast until 1996 when it was adapted for use as a bar and restaurant. Early hotels in Hamilton included the Hamilton Hotel, built in 1865 and expanded in the 1870s and replaced in the early 1920s by the existing building, the Commercial Hotel built in 1875 and replaced by the existing building in 1937, and the Frankton Hotel which opened for business in 1878 and was also replaced in 1895 and again in 1929 by the existing hotel.

The practice of Warren & Blechynden was also responsible for some remarkably individual designs such as Kauhanganui, (the Maori Parliament Building) Ngaruawahia, (1919), which is significant for its combination of Maori decorative features within a European architectural idiom. Warren was also responsible for the design of Henry Greenslade's house known as "Wairere", Hamilton (1911-12) as well as St Paul's Catholic Church in Ngaruawahia (1913), St Joseph's Church in Pirongia (1911-12) and renovations to the Office of the Waikato District Hospital Charitable Aid Board in Hood Street, Hamilton, following a fire in 1911. Warren & Blechynden designed St Peter's Anglican Cathedral in Victoria Street, Hamilton, built in 1916.

**Purpose of Application**

Painting and repairs to exterior of building

**Previous Funding Received:**

None

**Funding Amount Requested**

\$39,500

## Assessment Criteria

District Plan Listing	District Plan Ranking = A Date of Construction = 1915 Architect = Warren & Blechynden Registered HNZ = Category II, 5310
Ownership	Private
Is the building earthquake-prone?	No
Works Proposed	Painting and repairs to exterior of building
Does the work detract from the heritage values of the item?	No - proposed work supports the heritage fabric.
Does the work contribute to the retention, preservation and the continued use of the heritage building ?	The painting and repairs to exterior of the building will prevent any future damage to the heritage fabric of the building that may occur due to the building not being weather tight.
Is the work supported by a conservation/ maintenance plan	No
What funding is the applicant bringing to the project?	Total cost of works = \$39 500.00 Applicant's funding contribution = None Heritage funding sought = \$39 500.00
Comments - Urban Design Panel	This is a key building in the central city area. Obtaining the Conditions Assessment Report will provide information and direction of what remedial works are required to be undertaken before the building is painted; and establish a longer-term programme of works for the repair and maintenance for the building.

## Recommendation

A grant of \$20,000 should be offered with the following conditions:

- Prior to works commencing a comprehensive Conditions Assessment Report for the building is to be prepared by a suitably-qualified heritage expert.
- This report shall identify the existing condition of the fabric of the building, identify any works that need to be addressed prior to the painting being undertaken, and establish a programme of works for the repair and maintenance for the building.
- A copy of the Conditions Assessment Report is to be submitted to Council.
- If the Conditions Assessment Report identifies works to be undertaken prior to the painting of the building as proposed through the funding application, the allocated funding can be used to assist with those works.
- That written advice from Heritage New Zealand is obtained to confirm the suitable paint colours to be used.

4

HF-005-2020/21

**H62 NZ Dairy Co Building (1) - 160 Norton Road****History of Building**

The place known as the Frankton Dairy Factory, at Norton Road, Frankton is a complex of components forming part of the dairy factory dating from the early 1900s onwards. From 1919 to about 1984 the site was owned by the New Zealand Dairy Co-Operative Company (NZCDC). The NZCDC was formed in 1919 as a merger of two of the largest dairy co-operatives in the Waikato: the Waikato Dairy Co-op and the New Zealand Dairy Association.

William Goodfellow, who established the Waikato Dairy Co-operative in 1910, had small butter factory on Anglesea Street in central Hamilton. By 1913 the factory was too small so operations were relocated to Frankton on the site in Norton Road where an extensive factory complex was developed. It is thought that the complex was developed on the site where Ambury and English's Frankton Butter factory was located, and incorporated some of the existing buildings.

H62 is the New Zealand Dairy Co-operative Butter factory No.1 and Power House. The earliest parts of the complex are at the north-west end including parts of the early 1900s butter factory with gabled brick end wall. In the centre is the 1913-18 butter factory, a plant room and power house (a tall structure with clerestory ventilator roof that housed the Boiler House and Power House). The 1913-18 butter factory is a concrete frame building with plastered infill walls, with a curved pediment, just visible behind the 1970s cool store on the front.

**Purpose of Application**

Preparation of a Detailed Seismic Assessment (DSA) and physical works for earthquake strengthening

**Previous Funding Received:**

None

**Funding Amount Requested**

\$15,000

## Assessment Criteria

District Plan Listing	District Plan Ranking = B Date of Construction = 1913 Architect = F E Smith or F C Daniell Registered HNZ = No
Ownership	Private
Is the building earthquake-prone?	Yes
Works Proposed	Preparation of a DSA and physical works for earthquake strengthening
Does the work detract from the heritage values of the item?	No - proposed work supports the heritage fabric.
Does the work contribute to the retention, preservation and the continued use of the heritage building ?	Yes - Earthquake strengthening will protect the building during a natural disaster. Will also ensure the building has the ability to have a ongoing use.
Is the work supported by a conservation/ maintenance plan	No - Heritage advice has been provided as part of Resource Consent Application and HIA to be prepared.
What funding is the applicant bringing to the project?	Total cost of works = \$39 500.00 Applicant's funding contribution = None Heritage funding sought = \$15 000.00
Comments - Urban Design Panel	Key industrial building in telling the story of Frankton. The works will ensure the continued use of the building and protect both the historic fabric of the building and area of Frankton. Employing a qualified Heritage Architect ensures the proposed works do not negatively impact the heritage fabric and structural integrity of the building.

## Recommendation

A grant of \$13,000 should be offered with the following conditions:

- A qualified Heritage Architect shall input into the design and physical strengthening works
- Written confirmation and pictorial record of the works is prepared from the Heritage Architect is supplied to Council once the works are completed.



5

HF-006-2020/21

H71 - Howdens Jewellers - 179 Victoria Street



### History of Building

Howdens Jewellers are described as Hamilton's first jewellers, opening as a watchmaker and jeweller on the 3 January 1889, initially located in a single level timber shop. In 1892 Howdens' opened a new two-storeyed timber building in Victoria Street. The existing brick building at 179 Victoria Street dates from 1902 and was the third to have been purpose-designed for Howden's Jewellers in Hamilton. The shop was also finished to a very high standard. It incorporated a clock above the door, which still remains, timber shopfront joinery and the interior had decorative pressed metal ceilings.

Howdens Jewellers building is now one of the earlier commercial buildings located in Victoria Street. It demonstrates the consolidation of Victoria Street as Hamilton's commercial hub in the early 20th century. The commercial centre of Hamilton underwent an initial period of growth and expansion in the late 1870s as the population doubled from around 600 in 1874 to over 1200 in 1878. Infrastructure improvements including the Union Bridge linking east and west Hamilton in 1879, commencement of the Thames to Waikato railway in 1879 and completion of the railway bridge in 1884 were catalysts for development. In the late 1870s the business centre moved from the wharf at the base of Grantham Street up to Victoria Street near the Hood Street intersection. 1890s. Following a number of serious fires, including one in 1898 that destroyed many timber buildings in Victoria Street, the Borough Council introduced a bylaw requiring buildings in the central area to be built of permanent materials.

In the early 1900s a number of public buildings were constructed including the Hamilton Town Hall in 1905, the Courthouse in 1906, the Waikato Hospital in 1908 and the Carnegie Library in 1908. Commercial development in Victoria Street also increased, particularly during the 1910s and 1920s.

### Purpose of Application

The replacement of timber doors with 'like for like' and painting

### Previous Funding Received:

\$2,850

### Funding Amount Requested

\$13,200

## Assessment Criteria

<b>District Plan Listing</b>	District Plan Ranking = B Date of Construction = c. early 1900s Architect = F. E. Smith. Registered HNZ = No
<b>Ownership</b>	Private
<b>Is the building earthquake-prone?</b>	No
<b>Works Proposed</b>	The replacement of timber doors with 'like for like' and painting
<b>Does the work detract from the heritage values of the item?</b>	No - proposed work supports the heritage fabric. Proposed works are essential to ensure the on-going protection and use of the building
<b>Does the work contribute to the retention, preservation and the continued use of the heritage building ?</b>	Yes - the replacement of timber doors with 'like for like' and their painting will ensure the building has a long term use and ensures the heritage values of the building are protected.
<b>Is the work supported by a conservation/ maintenance plan</b>	No
<b>What funding is the applicant bringing to the project?</b>	Total cost of works = \$13 200.00 Applicant's funding contribution = None Heritage funding sought = \$13 200.00
<b>Comments - Urban Design Panel</b>	A key heritage building on Victoria Street.  Supporting the project ensures the continued restoration of the heritage building that has been supported through previous round of funding.  The repairs will allow for the continued use of the building. The Urban Design Panel note that the existing door were installed in 1994 when the upper floor area was converted into an apartment. It was at that time that the original windows were removed and replaced with the existing doors.

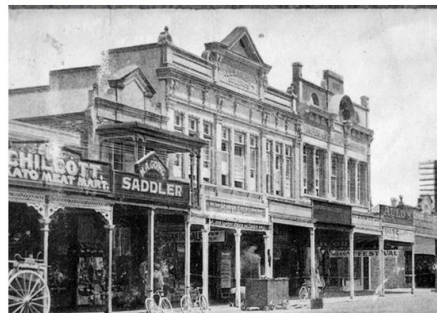
## Recommendation

A grant of \$4,000 should be offered with the following conditions:

- The replacement doors retain the extensive glazed area and the lower section of the doors is solid timber to reflect the original sill height.
- That written heritage advice is obtained from a suitably qualified heritage expert regarding the appropriateness of the proposed door profiles to ensure the replacement doors do not impact on the overall heritage values of the building.
- That a photographic record of the works is prepared and a copy provided to Council.

6

HF-007-2020/21

**H73 Alexandra Building - 221 Victoria Street****History of Building**

The Alexandra Building was built c.1903, originally housing the offices of Mr CL MacDiarmid, a local solicitor, and early member of the Hamilton Club at the upper floor. Ground floor retailers included Mr TA Brown, hairdresser and tobacconist and Mrs Penlington who operated a clothing and millinery store.

While the architect responsible for the design of the building has not been confirmed, it is similar in style to a number of other buildings in Hamilton designed by FE Smith. Alterations to the building were designed by the practice of Daniell and Anderson in 1912.

The offices at the upper floor housed a variety of professionals including accountants, medical practitioners and architect Charles A Vautier in the 1920s. During the 1930s the Waikato A & P Association and Hamilton Rugby Union had offices here. In the 1950s the building housed the Carpenter and Joiners Union, Drivers Union, Engineers Union and Communist Party of New Zealand as well as Bennet & Simons Land Agents.

The Alexandra Building is an example of Edwardian classical style, utilising classical composition, detailing and decorative elements. It is a good example of a style utilised for mainstreet commercial buildings in towns and cities throughout New Zealand at this time.

The building demonstrates the pattern of commercial development in Hamilton, which expanded along Victoria Street from the late 1870s, with increasing development during the early 1900s. Built in c. 1903-1907, the building was constructed at a similar time to many of Hamilton's public buildings. In the early 1900s Victoria Street was the primary location for Hamilton's professional offices as well as its retail mainstreet.

**Purpose of Application**

Repair sash windows & rear door on the first floor

**Previous Funding Received:**

\$15,000

**Funding Amount Requested**

\$13,800



## Assessment Criteria

<b>District Plan Listing</b>	District Plan Ranking = B Date of Construction = c. 1903 Architect = not Identified Registered HNZ = No
<b>Ownership</b>	Private
<b>Is the building earthquake-prone?</b>	Yes
<b>Works Proposed</b>	Joinery Repairs (External doors, sash windows and surrounds)
<b>Does the work detract from the heritage values of the item?</b>	No - proposed work supports the heritage fabric.
<b>Does the work contribute to the retention, preservation and the continued use of the heritage building ?</b>	Yes - will ensure the building has a long-term use and ensures the heritage values of the building are protected.
<b>Is the work supported by a conservation/ maintenance plan</b>	Yes
<b>What funding is the applicant bringing to the project?</b>	Total cost of works = \$13 800.00 Applicant's funding contribution = None Heritage funding sought = \$13 800.00
<b>Comments - Urban Design Panel</b>	A key heritage building on Victoria Street. The repairs will allow for the continued use of the building. The Heritage Fund supported the preparation of the 2017 Conservation Plan for this building.

## Recommendation

A grant of \$4,050 should be offered with the following conditions:

- The funding is to support: the repair of the 14 sash windows at the upper floor of the building (nine windows on the front façade and five on the rear façade); and the upper floor rear door.
- The removal and refitting of the windows and door is to be overseen by a qualified Heritage Architect.
- A photographic record of the works is prepared and provided to Council on completion.

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## HF-009-2020/21 H17 Frankton Hotel - 40 High Street



### History of Building

The present Frankton Hotel, at the corner of Commerce Street and High Street in Frankton was built in 1929 and is the third hotel to occupy the site. It was designed by architect Jack Chitty.

The first hotel on the site was an important asset to the fledgling community and a vital facility for the travelling public. It was built just a year after the railway line reached Frankton, at a time when more than two kilometres of scrub separated Frankton from Hamilton.

The North Island Main Trunk line reached Frankton on the outskirts of Hamilton in December 1877. The Jolly family owned about 80 hectares where the town of Frankton is now located. Jolly gifted a track of land to the New Zealand government for the railway line, and for the construction of a railway station. Then called the Hamilton Station at Frankton, opened in 1877. Jolly, a businessman and farmer, saw the benefits of donating land as this brought the railway line close to his farm. Jolly also sold sections to the railways for the construction of railway houses.

The Frankton Hotel is a substantial two-storeyed masonry building incorporating Spanish Mission influences with stripped classical elements. Plastered brick facades with plain stepped parapets define the corner and ends of each elevation. Between these elements are projecting terracotta tiled roofs supported on curved brackets. Plasterwork is carefully finished to give the impression of ashlar stonework. The building has a chamfered corner, and originally had a small corner balcony which has been extended in conjunction with modifications to the verandah to allow access from upper floor rooms. Decorative detail including a shield and the date of the hotel remain together with a flagpole. Paired windows at both levels along the facades incorporate multi-light top lights. On both the High Street and Commerce Street elevations at the upper floor, shallow arched openings frame recessed balconies.

### Purpose of Application

Seismically strengthen

### Previous Funding Received:

None

### Funding Amount Requested

\$100,000

## Assessment Criteria

<b>District Plan Listing</b>	District Plan Ranking = A Date of Construction = 1929 Architect = Jack Chitty Registered HNZ = Category II, Register No.4211
<b>Ownership</b>	Private
<b>Is the building earthquake-prone?</b>	Yes
<b>Works Proposed</b>	Seismic strengthening
<b>Does the work detract from the heritage values of the item?</b>	No - proposed work supports the heritage fabric.
<b>Does the work contribute to the retention, preservation and the continued use of the heritage building ?</b>	Yes - will ensure the building has a long term use and ensures the heritage values of the building are protected.
<b>Is the work supported by a conservation/ maintenance plan</b>	No
<b>What funding is the applicant bringing to the project?</b>	Total cost of works = \$521 000.00 Applicant's funding contribution = \$421 000.00 Heritage funding sought = \$100 000.00
<b>Comments - Urban Design Panel</b>	Key building in telling the story of Frankton. The works will ensure the continued use of the building and protect both the historic fabric of the building and area of Frankton. Employing a qualified Heritage Architect ensures the proposed works do not negatively impact the heritage fabric and structural integrity of the building.

## Recommendation

A grant of \$23,050 should be offered with the following conditions:

- Prior to works commencing, confirmation of receipt of the resource consent, building consent and DSA is provided.
- A qualified Heritage Architect shall input into the design and physical strengthening works.
- Written confirmation and pictorial record of the works is prepared from the Heritage Architect is supplied to Council once the works are completed.

## 2020/21 Heritage Fund

## Attachment 2: Heritage Fund Allocation Recommendations – September 2020

Table A: 2020/2021 Heritage Fund Recommendations for each eligible application				
No.	Fund Ref #	Applicant	DP #	Funding Sought
1	002	VR Hamilton Limited	H37	\$27,500
<b>Recommendation</b>				
<b>Funding</b>				<b>\$27,000</b>
<b>Reasons</b>		<ul style="list-style-type: none"> <li>This is a key building in the central city area.</li> <li>The recommended funding is a continuation of the support already provided through previous funding rounds.</li> </ul>		
<b>Conditions</b>		<ul style="list-style-type: none"> <li>Prior to works commencing a copy of the annual maintenance programme for the building is to be submitted to Council.</li> <li>The removal, restoration and re-installation is to be overseen by a suitably qualified heritage architect.</li> <li>These funds are not for works to internal aluminium joinery.</li> </ul>		

No.	Fund Ref #	Applicant	DP #	Funding Sought
2	003	H Prentice	H75	\$6,950
<b>Recommendation</b>				
<b>Funding</b>				<b>\$6,950</b>
<b>Reason</b>		<ul style="list-style-type: none"> <li>Supporting the project ensures the continued restoration of the heritage building that has been supported through previous round of funding.</li> <li>Ensuring the weather tightness ensures the protection of the heritage fabric of the building.</li> </ul>		
<b>Conditions</b>		<ul style="list-style-type: none"> <li>That Option 2 of the contractor's quote, dated 25 February 2020, be accepted to enable to completion of the painting of the entire building.</li> </ul>		

No.	Fund Ref #	Applicant	DP #	Funding Sought
3	004	The Karearea Family Trust	H19	\$39,500
<b>Recommendation</b>				
<b>Funding</b>				<b>\$20,000</b>
<b>Reason</b>		<ul style="list-style-type: none"> <li>This is a key building in the central city area.</li> <li>Obtaining the Conditions Assessment Report will provide information and direction of what remedial works are required to be undertaken before the building is painted; and establish a longer-term programme of works for the repair and maintenance for the building.</li> </ul>		
<b>Conditions</b>		<ul style="list-style-type: none"> <li>Prior to works commencing a comprehensive Conditions Assessment Report for the building is to be prepared by a suitably qualified heritage expert.</li> <li>This report shall identify the existing condition of the fabric of the building, identify any works that need to be addressed prior to the painting being undertaken, and establish a programme of works for the repair and</li> </ul>		

## 2020/21 Heritage Fund

## Item 16

## Attachment 2

	<p>maintenance for the building.</p> <ul style="list-style-type: none"> <li>• A copy of the Conditions Assessment Report is to be submitted to Council.</li> <li>• If the Conditions Assessment Report identifies works to be undertaken prior to the painting of the building as proposed through the funding application, the allocated funding can be used to assist with those works.</li> <li>• That written advice from Heritage New Zealand is obtained to confirm the suitability paint colours to be used.</li> </ul>
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No.	Fund Ref #	Applicant	DP #	Funding Sought
4	005	NHS Holdings Limited	H62	\$15,000
<b>Recommendation</b>				
<b>Funding</b>				<b>\$13,000</b>
<b>Reason</b>	<ul style="list-style-type: none"> <li>• Key building in telling the story of Frankton.</li> <li>• The works will ensure the continued use of the building and protect both the historic fabric of the building and area of Frankton.</li> <li>• Employing a qualified Heritage Architect ensures the proposed works do not negatively impact the heritage fabric and structural integrity of the building.</li> </ul>			
<b>Conditions</b>	<ul style="list-style-type: none"> <li>• A qualified Heritage Architect shall input into the design and physical strengthening works</li> <li>• Written confirmation and pictorial record of the works is prepared from the Heritage Architect is supplied to Council once the works are completed.</li> </ul>			

No.	Fund Ref #	Applicant	DP #	Funding Sought
5	006	The Robertshaw Investment Trust	H71	\$13,200
<b>Recommendation</b>				
<b>Funding</b>				<b>\$4,000</b>
<b>Reasons</b>	<ul style="list-style-type: none"> <li>• A key heritage building on Victoria Street.</li> <li>• Supporting the project ensures the continued restoration of the heritage building that has been supported through previous round of funding.</li> <li>• The repairs will allow for the continued use of the building.</li> <li>• While the existing door were installed in 1994 when the upper floor area was converted into an apartment. It was at that time that the original windows were removed and replaced with the existing doors.</li> </ul>			
<b>Conditions</b>	<ul style="list-style-type: none"> <li>• The replacement doors retain the extensive glazed area and the lower section of the doors is solid timber to reflect the original sill height.</li> <li>• That written heritage advice is obtained from a suitably qualified heritage expert regarding the appropriateness of the proposed door profiles to ensure the replacement doors do not impact on the overall heritage values of the building.</li> <li>• That a photographic record of the works is prepare and a copy provided to Council.</li> </ul>			

## 2020/21 Heritage Fund

No.	Fund Ref #	Applicant	DP #	Funding Sought
6	007	Shaigan Integer Ltd	H73	\$13,800
<b>Recommendation</b>				
<b>Funding</b>				<b>\$4,050</b>
<b>Reasons</b>		<ul style="list-style-type: none"> <li>• A key heritage building on Victoria Street.</li> <li>• The repairs will allow for the continued use of the building.</li> <li>• The Heritage Fund supported the preparation of the 2017 Conservation Plan for this building.</li> </ul>		
<b>Conditions</b>		<ul style="list-style-type: none"> <li>• The funding is to support: the repair of the 14 sash windows at the upper floor of the building (nine windows on the front façade and five on the rear façade); and the upper floor rear door.</li> <li>• The removal and refitting of the windows and door is to be overseen by a qualified Heritage Architect.</li> <li>• A photographic record of the works is prepared and provided to Council on completion.</li> </ul>		

No.	Fund Ref #	Applicant	DP #	Funding Sought
7	009	G Whiting	H17	\$100,000
<b>Recommendation</b>				
<b>Funding</b>				<b>\$23,050</b>
<b>Reasons</b>		<ul style="list-style-type: none"> <li>• Key building in telling the story of Frankton.</li> <li>• The works will ensure the continued use of the building and protect both the historic fabric of the building and area of Frankton.</li> <li>• Employing a qualified Heritage Architect ensures the proposed works do not negatively impact the heritage fabric and structural integrity of the building.</li> </ul>		
<b>Conditions</b>		<ul style="list-style-type: none"> <li>• Prior to works commencing, confirmation of receipt of the resource consent, building consent and DSA is provided.</li> <li>• A qualified Heritage Architect shall input into the design and physical strengthening works</li> <li>• Written confirmation and pictorial record of the works is prepared from the Heritage Architect is supplied to Council once the works are completed.</li> </ul>		

**Table B: Proposed funding allocations for 2020/21 financial year**

Overall Funding allocation breakdown for the financial year (2020/21)	Annual Heritage Fund	Total cost of all works proposed	Total amount of funding being sought	Total amount recommended to be allocated	Un-allocated funds
	\$100,000	\$682,610	\$216,250*	<b>\$100,000</b>	\$0.00
*Excludes the ineligible application (HF#008)					

# Council Report

Item 17

**Committee:** Council  
**Author:** Andrew Parsons  
**Position:** Strategic Development Manager  
**Report Name:** Three Water Reform - Stimulus Projects Funding Agreement and Delivery Plan

**Date:** 17 September 2020  
**Authoriser:** Blair Bowcott  
**Position:** Executive Director Special Projects

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

To seek approval from the Council of the draft Three Waters stimulus package proposals, funding agreement and delivery plan.

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

2. That the Council:
- approves the Three Waters Services Reform Funding Agreement (set out in **attachment 1**) be signed and lodged by the Chief Executive (CE);
  - note that the Three Waters Services Reform Funding Agreement cannot be amended or modified by either party with the exception of Clause 9 “Special terms” and, doing so would void these documents;
  - requests that the CE negotiate with the Department of Internal Affairs for Clause 9, “Special terms” to include and describe:
    - a programme approach to managing the “over and unders” of individual stimulus projects across the \$17.46m available; and
    - a programme management office and associated reporting functions to be established to deliver the stimulus programme, with the cost being funded from a share of each project allocation (where applicable);
  - notes the Waikato Mayoral Forum letter (**attachment 2**) which results in a total \$17.46m Three-Waters stimulus fund for HCC;
  - approve the Three Waters stimulus projects, including contingency projects, as a programme of works (set out in **attachment 3**) for inclusion in HCC’s Delivery Plan.
  - note that the Delivery Plan must show that the funding is to be applied to operating and/or capital expenditure relating to three waters infrastructure and service delivery, and which:
    - supports economic recovery through job creation; and
    - maintains, increases, and/or accelerates investment in core water infrastructure renewal and maintenance;

- g) requests the CE prepare and submit the Delivery Plan (in accordance with the template set out in **attachment 5**) by 30 September 2020 to Crown Infrastructure Partners and Department of Internal Affairs;
- h) delegates the Strategic Development Manager (Andrew Parsons) as The Recipients Representative in the Funding Agreement and, the HCC Lead Contact in the Delivery Plan;
- i) delegates the CE to change or amend the Three Waters stimulus projects (set out in **attachment 3**) should Crown Infrastructure Partners or the Department of Internal Affairs not approve all the projects submitted in the Delivery Plan; and
- j) requests the CE to consult with the Chair of Strategic Growth Committee, Chair of Infrastructure Operations Committee, Chair of Economic Development Committee, Chair of Environment Committee and the Chair of Finance Committee (or Deputy Chairs of each Committee as alternates) prior to exercising point c(i) above.

### Executive Summary - *Whakaraapopototanga matua*

- 3. The Strategic Growth Committee resolved to enter a nonbinding Memorandum of Understanding (MOU) with Government to engage in the first stage of the Three Waters reform programme matters at its 20 August 2020 meeting. At this point, this is a voluntary, non-binding commitment. It **does not** require councils to commit to future phases of the Three Waters reform programme, to transfer their assets and/or liabilities, or establish new water entities.
- 4. A total Three Water stimulus grant of \$17.46m is available to HCC for Three Waters projects.
- 5. Staff have worked with the nominated Committee Chairs to develop the Three Waters stimulus project list (**attachment 3**) that will form the Delivery Plan required to access the grant money.
- 6. The next steps in the process is to sign the Three Waters Services Reform Funding Agreement, and submit a Delivery Plan that includes agreed Three Waters stimulus projects by 30 September 2020
- 7. Staff consider the decisions in this report have a low significance and that the recommendations comply with the Council's legal requirements.

### Background - *Koorero whaimaarama*

- 8. The Strategic Growth Committee resolved the following matters at its 20 August 2020 meeting:  
*That the Strategic Growth Committee:*
  - a) *approve the Water Reform Memorandum of Understanding (MoU) (set out in **attachment 1**) be signed by the Council;*
  - b) *delegate Blair Bowcott, Executive Director Special Projects, and Andrew Parsons, Strategic Development Manager (alternate) as the primary point of communication for the purposes of the MoU and water reform programme (refer page 6 of the MoU in **attachment 1**);*
  - c) *note that staff will report back to the 17 September 2020 Council meeting to seek approval to lodge the stimulus package proposals, delivery plans, and sign the funding agreement set out in **attachments 2 and 3**;*
  - d) *approve the Chair of Strategic Growth Committee, Chair of Infrastructure Operations Committee, Chair of Economic Development Committee, Chair of Environment Committee and the Chair of Finance Committee (or Deputy Chairs of each Committee as alternates)*



*to work with staff to recommend the list of stimulus projects for the Council to consider at its meeting on 17 September 2020, and to work with staff to provide direction during the reform programme to the end of tranche 1 (June 2021);*

- e) note that the MoU and funding agreement cannot be amended or modified by either party, and doing so would void these documents;*
  - f) note that participation in the initial stage is to be undertaken in good faith, but is a non-binding approach, and the Council can opt out of the water reform process at the end of the term of the agreement as noted on page 5 of the MoU (**attachment 1**);*
  - g) note that the Council has been allocated \$8,730,000 of funding (with a further regional pool yet to be allocated), which will be received as a grant as soon as practicable once the signed MoU and funding agreement are returned to the Department of Internal Affairs, and a delivery plan has been supplied and approved (as set out on page 5 of the MoU **attachment 1**); and*
  - h) note that the delivery plan must show that the funding is to be applied to operating and/or capital expenditure relating to three waters infrastructure and service delivery, and which:
 
    - i. supports economic recovery through job creation; and*
    - ii. maintains, increases, and/or accelerates investment in core water infrastructure renewal and maintenance.**
9. In relation to resolutions a) and b), the Water Reform Memorandum of Understanding (MOU) has now been signed and lodged with the Department of internal Affairs (**attachment 6**). Staff confirm that all other councils in Waikato Region have also signed and submitted the MOU.
  10. In relation to resolution d), the draft Three Waters stimulus package proposals in **Attachment 3** has been developed with direction from the Committee Chairs.
  11. In relation to resolution g), the Waikato Mayoral Forum has agreed to allocate the regional funding pool in the same manner as the government allocation to individual councils (**attachment 2**). This means the total allocation to HCC for Three Waters stimulus package proposals is \$17.46m.
  12. A summary of the government Three Waters reform agenda is set out in **attachment 4**.

## Discussion - *Matapaki*

13. The next step in the Three Waters reform for HCC is to sign the Three Waters Services Reform Funding Agreement (**attachment 1**) and finalise the Three Waters projects to submit as stimulus projects (**attachment 3**) to submit in a Delivery Plan (template document is in **attachment 5**) prior to 30 September 2020. The Delivery Plan for the Three Waters stimulus projects is to be considered by Crown Infrastructure Partners and Department of Internal Affairs.
14. Total funding allocation for HCC stimulus projects is \$17.46m. Expenditure on stimulus projects must commence no later than March 2021 and be complete by March 2022.
15. The key criteria for stimulus projects are:
  - Must be additional to projects in Annual Plan (Unless only included on assumption of grant funding now not forthcoming)
  - Expenditure proposed needs to be economically stimulatory through job creation

- Will result in maintaining, increasing and/or accelerating investment in core water infrastructure delivery, renewals and maintenance
  - Water supply and sewerage projects should be given a higher priority than stormwater
  - Programme should contribute to reform agenda (in programme or delivery)
16. The Government approval of Three Waters stimulus projects will be known by 31 October 2020, and 50% of the total Three Waters stimulus funding is to be paid to HCC on the commencement date of the Delivery Plan (planned for 31 October 2020).
  17. HCC's intention is to manage trade-offs or "over and unders" within the programme of Three Waters stimulus projects. The Delivery Plan will be prepared at a programme level of detail reflecting the projects outlined.
  18. There is a significant programme management and reporting cost to delivering each of the individual projects in the Three Waters stimulus projects, and this will be funded from each project allocation.

### Options

19. No options are available for Council to consider in terms of the process to access the government Three Waters stimulus grant or the types of projects that will be considered.
20. Council does have options for proposing different Three Waters stimulus projects, however the list in **attachment 3** has been prepared with the advice and feedback of the Committee Chairs, given the tight timeframes set by the Government to access the stimulus funding.

### Financial Considerations - *Whaiwhakaaro Puutea*

21. The government Three Waters stimulus allocation of \$17.46m to HCC is a new grant and will help the city's debt to revenue position.
22. The \$17.46m is generally for new projects that will be delivered across the 2020/21 and 2021/22 financial years. For expenditure during 2020/21, this will be managed through the forecast to the Finance Committee. For expenditure during 2021/22, this will be managed through the 2021 10-Year Plan process.
23. Future operational costs or depreciation costs, if any, resulting from implementation of approved projects are generally expected to be minor.
24. Funding will be received by HCC in instalments to be outlined in the Delivery Plan (reflecting key programme milestones).

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

25. Staff confirm that staff recommendations comply with the Council's legal and policy requirements.

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

26. 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').
27. The subject matter of this report has been evaluated in terms of the 4 wellbeings during the process of developing this report.
28. The recommendations set out in this report are consistent with that purpose.

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

29. There are no material risks to Council as a result of signing the Funding Agreement or submitting the Three Waters stimulus projects.
30. There is a potential reputational risk to Council within government should the Three Waters stimulus projects not be completed by March 2022. This risk will be mitigated through the inclusion of contingency projects in the Delivery Plan and the delegation to the CEO to change or amend the projects if required.
31. It is likely that there will be “over and unders” in the cost of each project. To mitigate the financial risk of each individual project, or the risk of not maximising the entire \$17.46m funding allocation, staff will manage the whole programme as a single block of work and work to the \$17.46m financial bottom line.

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

#### **Significance**

32. 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**

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

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

Attachment 1 - Three Waters Services Reform Funding Agreement

Attachment 2 - Waikato Mayoral Forum Letter - Funding Allocation

Attachment 3 - Stimulus Project List

Attachment 4 - Water Reform overview

Attachment 5 - Delivery Plan Template

Attachment 6 - Signed MOU .

# **FUNDING AGREEMENT**

**BETWEEN**

**DEPARTMENT OF INTERNAL AFFAIRS**

**AND**

**[NAME OF RECIPIENT]**

**FOR**

**THREE WATERS SERVICES REFORMS**

## AGREEMENT

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

### PART 1: KEY DETAILS

- 1 Parties**

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

[NAME OF RECIPIENT] (**Recipient**)
- 2 Background**

The New Zealand Government is undertaking a reform programme for “Three Waters” (drinking water, wastewater and stormwater) service delivery for communities (**Three Waters Reform Programme**). In conjunction with the Three Waters Reform Programme, the New Zealand Government is investing in water service delivery. The investment’s objectives are to:

  1. improve the safety and quality of drinking water services, and the environmental performance of drinking water and wastewater systems, by maintaining, increasing or accelerating investment in core water infrastructure renewals and maintenance; and
  2. support New Zealand’s economic recovery from the COVID-19 pandemic through job creation, by enabling investment to continue at a time when council revenues are uncertain and they face immediate cashflow challenges.

The New Zealand Government has mandated DIA to manage the provision of Government funding to local authorities to support investment in water infrastructure that supports its public health and environmental management objectives. Provision of such funding supports the objectives of the reform programme, by creating positive momentum toward reform of delivery arrangements for drinking water and wastewater services and infrastructure (with stormwater as a secondary priority).

The New Zealand Government has also mandated Crown Infrastructure Partners Limited (**CIP**) to assist in managing such funding by undertaking a monitoring role.

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.

DIA has agreed to contribute funding to the Recipient on the terms and conditions of this Agreement (**Agreement**).

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

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

  1. This Agreement, duly executed by the Recipient by 30 September 2020.
  2. The Memorandum of Understanding, duly executed by the Recipient

Item 17

Attachment 1

by 31 August 2020.

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

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

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

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

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

4 **Expenditure Programme(s)**

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

5 **Expenditure Programme Milestones and Completion Dates**

The Recipient is to complete the Expenditure Programme Milestones set out in the Delivery Plan to the satisfaction of DIA by the Completion Dates set out therein.

6 **End Date**

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

7 **Funding**

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

The first instalment of Funding under this Agreement is subject to satisfaction of the Conditions Precedent set out in Item 3 above and receipt of a duly completed Payment Request in accordance with clause 1 of Part 2.

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

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

- (a) Receipt of a duly completed Payment Request in accordance with clause 1 of Part 2.
- (b) The Expenditure Programme(s) having commenced no later than 31 March 2021.
- (c) DIA receiving and being satisfied with the quarterly reports specified in the Key Details, together with the other information required in this Agreement.
- (d) No Termination Event, or event entitling DIA to suspend funding under this Agreement, subsisting.
- (e) Any further conditions relating to that instalment of Funding as specified in the Delivery Plan.

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

## 8 Reporting

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

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

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

**Each quarterly report** must include the following information:

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

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

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

## 9 Special Terms

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

## Attachment 1

- 10 **Recipient's Bank Account** [xx-xxxx-xxxxxxxx-xxx]
- 11 **Representative** DIA's Representative: Recipient's Representative:  
 Name: Allan Prangnell Name: [name]  
 Email: [threewaters@dia.govt.nz](mailto:threewaters@dia.govt.nz) Email: [email]
- 12 **Address for Notices** To DIA: To the Recipient:  
 Three Waters Reform [address]  
 Level 7, 45 Pipitea Street Attention: [name]  
 Wellington 6011 Email: [email]  
 Attention: Allan Prangnell  
 Email: [threewaters@dia.govt.nz](mailto:threewaters@dia.govt.nz), with  
 a copy to [legalnotices@dia.govt.nz](mailto:legalnotices@dia.govt.nz)  
 To the Monitor:  
 Attention: Anthony Wilson  
 Email:  
[3waters@crowinfrastucture.govt.nz](mailto:3waters@crowinfrastucture.govt.nz)

## Item 17

## SIGNATURES

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

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

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Name:  
 Position:  
 Date:

---

Name:  
 Position:  
 Date:

---

Name:  
 Position:  
 Date:

*END OF PART 1*



## PART 2: GENERAL TERMS

### 1 FUNDING

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

For the avoidance of doubt, DIA's obligation to make Funding available under this Agreement is strictly subject to clause 6.2.
- 1.6 Subject to the terms of this Agreement, DIA must pay each valid Payment Request by the 20th day of the month after the month the GST invoice referred to in clause 1.4 is dated, and if such day is not a Business Day, on the next Business Day. DIA will pay the Funding to the Bank Account of the Recipient specified in Item 10 of the Key Details.

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Attachment 1

- 1.7 The Funding made available under this Agreement comprises grant funding and does not comprise an equity investment or loan. It is only repayable in the specific circumstances set out in this Agreement.

- 1.8 DIA may, at its discretion, notify the Recipient in writing that it wishes to enter into a GST Offset Agreement in connection with the payment of GST on any Funding. The Recipient must, where applicable, take all such steps as are reasonably required to achieve that GST offset in accordance with the Goods and Services Tax Act 1985.

## 2 RECIPIENT'S RESPONSIBILITIES

### Standards and compliance with laws

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

### Expenditure Programme(s) and Contractors

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

### Information Undertakings

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

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

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

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

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

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

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

#### **Reform**

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

### 3 INTELLECTUAL PROPERTY

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

### 4 TERM AND TERMINATION

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

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

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

## 5 WARRANTIES AND UNDERTAKINGS

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

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

5.3 The Recipient warrants that:

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

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

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

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

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

## 6 LIABILITY

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

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

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

## 7 CONFIDENTIALITY

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

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

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

## 8 MEDIA AND COMMUNICATIONS

- 8.1 Before making any media statements or press releases (including social media posts) regarding this Agreement and/or DIA's involvement with the Expenditure Programme(s), the Recipient will consult with DIA, and will obtain DIA's prior approval to any such statements or releases.
- 8.2 The Recipient will refer any enquiries from the media or any other person about the terms or performance of this Agreement to DIA's Representative.
- 8.3 The Recipient will acknowledge the New Zealand Government as a source of funding in all publications (including any digital presence) and publicity regarding the Expenditure Programme(s) in accordance with funding acknowledgement guidelines agreed with DIA. The Recipient must obtain DIA's approval of the form and wording of the acknowledgement prior to including the acknowledgement in the publication or publicity (as the case may be).
- 8.4 The Recipient does not have the right to enter into any commitment, contract or agreement on behalf of DIA or any associated body, or to make any public statement or comment on behalf of DIA or the New Zealand Government.
- 8.5 All correspondence with DIA under this clause 8 must be directed to DIA's Representative and copied to [threewaters@dia.govt.nz](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 specifying the nature of the Dispute and requesting discussions under this clause 9 (**Dispute Notice**). As soon as reasonably practicable following receipt of a Dispute Notice, the parties must meet (in person, or by audio or video conference) and endeavour to resolve the Dispute by discussion, negotiation and agreement.
- 9.2 If the matter cannot be amicably settled within 20 Business Days after the date of the Dispute Notice then, at the request in writing of either party, the matter in respect of which the Dispute has arisen must be submitted, together with a report describing the nature of such matter, to the Representatives (or, if no such Representatives have been appointed, the respective Chief Executives of the parties) (together the **Dispute Representatives**).
- 9.3 Within 20 Business Days after the receipt of a request under clause 9.2, one individual (who does not act in his or her professional capacity as legal counsel for either party) selected by each of the Dispute Representatives, must make a presentation of no longer than 30 minutes to each of the Dispute Representatives (which may be by telephone or remotely), who will then attempt in good faith to reach a common decision within a half-day. The decision of the Dispute Representatives is binding on the parties.



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

## 10 REPRESENTATIVES

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

## 11 GENERAL

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

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

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

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

**Attachment 1**

- 11.3 No legal partnership, employer-employee, principal-agent or joint venture relationship is created or evidenced by this Agreement.
- 11.4 This Agreement constitutes the sole and entire understanding with respect to the subject matter hereof and supersedes all prior discussions, representations and understandings, written or oral.
- 11.5 No amendment to this Agreement will be effective unless agreed in writing and signed by both parties.
- 11.6 The Recipient may not assign or transfer any of its contractual rights or obligations under this Agreement, except with DIA's prior written approval.
- 11.7 DIA may assign or transfer any of its contractual rights or obligations under this Agreement without the Recipient's prior approval. DIA may at any time disclose to a proposed assignee or transferee any information which relates to, or was provided in connection with, the Recipient, the Expenditure Programme(s) or this Agreement.
- 11.8 No failure, delay or indulgence by any party in exercising any power or right conferred on that party by this Agreement shall operate as a waiver. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights.

**Item 17**

- 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*

### Defined terms

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

*Authorisation* means:

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

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

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

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

*Completion Date* is the date that the relevant Expenditure Programme Milestone is to be completed by the Recipient, described in the Delivery Plan, and includes any amendment to the date which may be agreed in writing (including by email but only when DIA's Representative expressly confirms in writing that they have received approval of the change from the correct DIA delegation holder) between the parties from time to time.

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

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

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

but excludes any information which the Holder can show:

- (d) was lawfully acquired by the Holder, entirely independently of its activities in connection with this Agreement, and is free of any other obligation of confidence owed to the Owner; and/or

- (e) has been independently developed by the Holder without reference to the Owner's Confidential Information, and without breaching any other obligation of confidence owed to the Owner.

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

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

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

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

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

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

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

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

*Key Details* means Part 1 of this Agreement.

*Memorandum of Understanding* means the memorandum of understanding relating to Three Waters Services Reform between DIA and the Recipient, in the form provided by DIA.

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

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

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

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

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

### **Construction**

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

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

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

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

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

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

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

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

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

*Precedence with Memorandum of Understanding*: if there is any conflict between this Agreement and the Memorandum of Understanding, then unless specifically stated otherwise, this Agreement will prevail;

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

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

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

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END OF PART 3

## SCHEDULE: PAYMENT REQUEST

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To: DEPARTMENT OF INTERNAL AFFAIRS

Dated: [•]

### PAYMENT REQUEST

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

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

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

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

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

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

6. We enclose with this Payment Request:

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

7. We confirm that:

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

By and on behalf of the Recipient by

NAME OF RECIPIENT

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Chief Executive

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Authorised Officer

Attachment 1

Item 17



## WAIKATO MAYORAL FORUM

4 September 2020

Hon Nanaia Mahuta  
Minister of Local Government  
[n.mahuta@ministers.govt.nz](mailto:n.mahuta@ministers.govt.nz)

cc: Three Waters Steering Committee  
[3WatersSteeringGroup@dia.govt.nz](mailto:3WatersSteeringGroup@dia.govt.nz)

Dear Minister

### THREE WATERS SERVICES REFORM – WAIKATO REGIONAL FUNDING ALLOCATION DECISION

I refer to the letter of 5 August 2020 from Brian Hanna, Chair of the Three Waters Steering Committee in respect of the regional allocation of Three Waters Services Reform funding.

The Waikato Mayoral Forum met on 17 August 2020 to consider the advice of Brian Hanna in terms of how the funding for Phase 1 of the Three Waters reform stimulus should be allocated. The Waikato Mayoral Forum discussed and unanimously resolved that the national formula used for the direct allocation to Councils should also be used for the regional allocation as follows:

- *That the Waikato regional allocation be split in the same way as the individual territorial allocations;*
- *The Chair of the Mayoral Forum be requested to advise the Minister of Local Government and DIA of this investment package allocation decision for the Waikato Region.*

I confirm that all councils in the Waikato have agreed to participate in the Three Waters Services Reform and have signed and returned the Memorandum of Understanding.

On the basis of the agreement reached, I can advise that the regional allocation of funding to each Council in the Waikato is as noted in the table below:


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Waikato Allocation of Funding		Notional Allocations			Total TA Allocation (including Regional Allocation)	Total (\$m)
Territorial Authority	MOU Signed	TA Allocation (\$m)	Regional Allocation Total (\$m)	Waikato request for Regional Allocation split (\$m)		
		50%		50%	100%	
Thames-Coromandel District Council	Yes	2.40	33.30	2.40	4.80	66.61
Hauraki District Council	Yes	1.53		1.53	3.06	
Waikato District Council	Yes	5.67		5.67	11.34	
Matamata-Piako District Council	Yes	2.47		2.47	4.94	
Hamilton City Council	Yes	8.73		8.73	17.46	
Waipa District Council	Yes	3.41		3.41	6.82	
Otorohanga District Council	Yes	1.25		1.25	2.50	
South Waikato District Council	Yes	1.94		1.94	3.88	
Waitomo District Council	Yes	1.75		1.75	3.50	
Taupo District Council	Yes	4.16		4.16	8.32	

We are very grateful for this stimulus package, and the opportunity to participate with the Government in the Three Waters Reform Programme.

Please acknowledge receipt of this letter and the decision of the Waikato Councils on the regional allocation split.

Yours sincerely



**Mayor Allan Sanson**

**Waikato District Council  
Chair Waikato Mayoral Forum**

*Private Bag 544, Ngaaruawaahia 3742  
15 Galileo St, Ngaaruawaahia  
Ph 0800 492 452*

Cc: Mayors and Chief Executives of all Waikato Councils



Water Reform Stimulus - Project Funding Shortlist

	Project Description	Project Outcomes	Estimated value	Cumulative value (for cutoffs)	Wastewater outcome	Water outcome	Stormwater outcome
1	Future Proof Growth Partnership 3 Water Detailed Business Case (Hamilton Share)	Strategic - Regional Collaboration	\$ 750,000	\$ 750,000	40%	40%	20%
2	Hamilton-Waikato Metropolitan Spatial Plan Wastewater Detailed Business Cases (Hamilton share)	Strategic - Regional Collaboration	\$ 1,450,000	\$ 2,200,000	100%	0%	0%
3	Preparation and participation in 3 waters reform programme to June 2021	Strategic - Regional Collaboration	\$ 500,000	\$ 2,700,000	33%	33%	33%
4	Invest in additional renewals, asset data information management and three waters data collection technology (GPR) for three waters to support resilience	Economic stimulus, operational, resilience	\$ 3,500,000	\$ 6,200,000	40%	40%	20%
5	Reservoir security measures including for example CCTV, Cyber Security assessments	Operational, Resilience, Risk mitigation	\$ 1,000,000	\$ 7,200,000	0%	100%	0%
6	Water Sustainability strategy	Strategic, Operational, Resilience	\$ 100,000	\$ 7,300,000	0%	100%	0%
7	3 Waters City Wide Asset Resilience Study	Strategic, Operational, Resilience	\$ 750,000	\$ 8,050,000	40%	40%	20%
8	Upgrade of the bore supply at Taitua Arboretum	Public Health and Safety, Risk Mitigation, Operational	\$ 150,000	\$ 8,200,000	0%	100%	0%
9	Undertake a trial set up and operation of the low river contingency infrastructure, with additional pump purchase to increase capacity to 90ML	Operational, Resilience, Risk Mitigation	\$ 200,000	\$ 8,400,000	0%	100%	0%
10	Scoping & benchmarking of incentives for Rainwater Storage Tanks for household installations	Environmental, growth	\$ 100,000	\$ 8,500,000	0%	100%	0%
11	Citywide I&I investigation (smoke testing) and programme of funding the repair of any private wastewater and stormwater pipe deficiencies identified	Economic stimulus, environmental, operational	\$ 1,000,000	\$ 9,500,000	100%	0%	0%
12	Te Wetini Dr S/W Crossing and Rotokauri Rise - bulkwater, bulk wastewater and stormwater swale works	Environmental, Economic Stimulus	\$ 3,000,000	\$ 12,500,000	25%	25%	50%
13	Planting and ecological improvements for erosion, water quality, SW control, gully network improvements and retrofitting of older stormwater attenuation devices	Economic stimulus, Operational, Environmental	\$ 2,500,000	\$ 15,000,000	0%	0%	100%
14	Investigations into Urban Stormwater Quality Management approaches	Environmental, operational	\$ 250,000	\$ 15,250,000	0%	0%	100%
15	Rotokauri Swale Designation conditions implementation	Economic Stimulus, Environmental, Growth	\$ 1,000,000	\$ 16,250,000	0%	0%	100%
16	Education caravan for Three Waters including videos/virtual reality educational tools and materials and fixed term educational advisor to enable set up	Environmental, operational	\$ 250,000	\$ 16,500,000	33%	33%	33%
17	Expansion of the water leak detection programme and repair of any private leaks identified	Economic stimulus, Environmental, operational	\$ 500,000	\$ 17,000,000	0%	100%	0%
18	Installation of dedicated water sampling points around the city	Environmental, operational	\$ 100,000	\$ 17,100,000	0%	100%	0%
19	Rotokauri Wastewater upsizing for unconnected communities	Environmental, Economic Stimulus, public health	\$ 300,000	\$ 17,400,000	100%	0%	0%
22	Contingency project - River Rd North pressure main	Economic Stimulus, resilience	\$ 300,000	\$ 18,700,000	100%	0%	0%
24	Contingency project - Rotokauri Swale Consents	Economic Stimulus, Environmental, Growth	\$ 900,000	\$ 24,600,000	0%	0%	100%
23	Contingency project - Peacocke Bulk water main	Growth, Economic Stimulus, Environmental	\$ 5,000,000	\$ 23,700,000	0%	100%	0%
20	Contingency project - Procurement of a vacuum sucker truck	Environmental, resilience	\$ 500,000	\$ 17,900,000	100%	0%	0%
21	Contingency project - Procurement of water tankers	Resilience	\$ 500,000	\$ 18,400,000	0%	100%	0%

\$17.46M Cut-off

Water reform stimulus projects

Waterwater outcome	33%	\$ 5,750,000
Water outcome	30%	\$ 5,150,000
Stormwater outcome	37%	\$ 6,500,000
<b>Sum</b>		<b>\$ 17,400,000</b>

Contingency projects

Waterwater outcome	11%	\$ 800,000
Water outcome	76%	\$ 5,500,000
Stormwater outcome	13%	\$ 900,000
<b>Sum</b>		<b>\$ 7,200,000</b>

# Three Waters Reform Programme

A proposal to transform the delivery of three waters services

## 1. BACKGROUND

Over the past three years central and local government have been considering solutions to challenges facing the regulation and delivery of three waters services. This has seen the development of new legislation and the creation of Taumata Arowai, the new water services regulator.

Both central and local government acknowledge that there are broader challenges facing the delivery of water services and infrastructure, and the communities that fund and rely on these services. There has been regulatory failure, underinvestment in three waters infrastructure in parts of the country, and persistent affordability challenges.

Iwi/Māori also have a significant interest in te mana o te wai. Both central and local government acknowledge the importance of rights and interests under the Treaty of Waitangi and the role of the Treaty partners in progressing these issues.

Additional investment is required to increase public confidence in the safety of drinking water, and to improve environmental outcomes. The reform of three waters services will also support increased sustainability and resilience of communities to natural hazards and climate change.

## 2. CHALLENGES

**THE EXISTING INFRASTRUCTURE DEFICIT**

Quantifying the precise infrastructure gap remains challenging. The Office of the Auditor General (OAG) has raised concerns about relevant and reliable information about assets remaining a challenge.

**UNGRADED ASSETS**

Across our water networks

Potable & wastewater 45%

Stormwater categorised as upgraded 52%

**RENEWAL GAPS**

Forecast average renewals as proportion of forecast average depreciation for:

Water supply 82%

Wastewater 67%

Stormwater 52%

A more recent analysis highlights the extent of the reinvestment challenge and the “renewals gap”.

While unquantified in New Zealand due to limited asset quality data, experience from places like Scotland that have undertaken significant water services reforms indicates the bulk of asset replacement value (potentially up to 80%) and the accumulated infrastructure deficit likely lies in renewal of pipes rather than treatment plants.

FURTHER RESEARCH COMMISSIONED BY DIA FOUND:

- \$309-\$574 million**

Estimated cost for upgrading networked drinking water treatment plants to meet drinking water standards, with an additional annual operating cost of \$11-\$21 million.
- \$3-\$4 billion**

Estimated cost for upgrading wastewater treatment systems that discharge to coastal and freshwater bodies to meet national minimum discharge standards, with an annualised operating cost of \$126-\$193 million.

## 3. OBJECTIVES

- A** Significantly improving safety and quality of drinking water services, and the environmental performance of wastewater and stormwater systems.

**B** Ensuring all New Zealanders have equitable access to affordable three waters services.
- C** Improving resource coordination and unlocking strategic opportunities to consider national infrastructure needs at a larger scale.

**D** Increasing resilience of three waters service provision to both short- and long-term risks and events, particularly climate change and natural hazards.
- E** Moving three waters services to a financially sustainable footing, and addressing the affordability and capability challenges faced by small suppliers and councils.

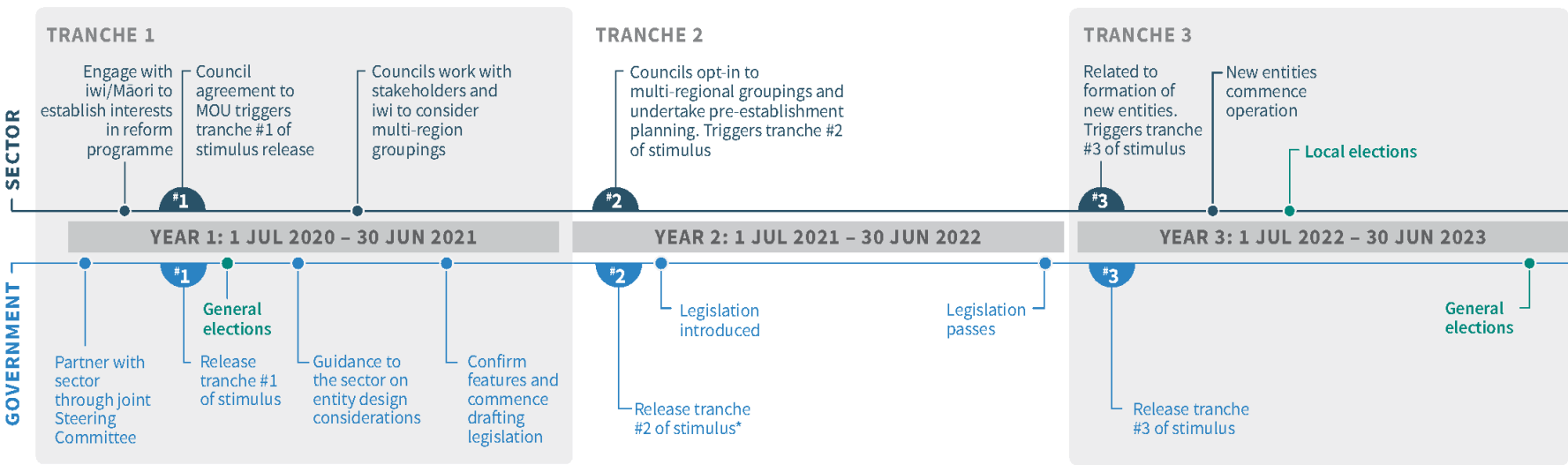
**F** Improving transparency and accountability in cost and delivery of three waters services, including the ability to benchmark performance of service providers.

## 4. KEY FEATURES

- Design features of the proposed reform programme should examine, as a minimum:
- A** Water service delivery entities that are:

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

## 5. INDICATIVE REFORM PATHWAY



## 6. PROPOSED PROCESS

- An opt-in reform and funding programme to:

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

  - Three phases of reform with three tranches of investment proposed (as set out above). The first phase of the programme includes a Memorandum of Understanding between central and local government to progress the reform in partnership. Reform will be guided by a joint Steering Committee at key stages.
- Memorandum of understanding:

  - Non-binding MOU between each Council and Government.
  - Does not commit Councils to reforming water services or transferring assets.
  - Enables Councils to access funding for three waters through an associated Funding Agreement and Delivery Plan.

## 7. FUNDING AND IMPACT

Government funding		\$761 million
Jobs protected or created	(direct)	2,288 jobs
	(direct, indirect, induced)	7,230 jobs
GDP increase	(direct)	\$236 million
	(direct, indirect, induced)	\$800 million

**ALLOCATION OF FUNDING**

First tranche funding provided as a grant to Councils who opt-in to participate in the reform process.

Allocation is based on a simple formula applied on a nationally consistent basis.

Future additional funding will be subject to Government decision-making and reliant on progress against the reform objectives.

**Indicative funding allocation by Council type**

50% Metropolitan Councils (50%)

37% Provincial Councils (37%)

13% Rural Councils (13%)

**LEGEND**

- Metropolitan Councils (50%)
- Provincial Councils (37%)
- Rural Councils (13%)

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

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

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

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

### Territorial Authority information

1. Programme  
Title:

2. Territorial  
Authority:

3. Total Maximum Amount Payable (NZ\$M):

\$

4. Organisation Lead Contact:

Name:	
Position:	
Email:	

### Expenditure Programme overview

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

6. Location/address of the programme:

(if this is a series of investments, please identify each location where relevant)

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

\$

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

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

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

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

#### Expenditure Programme commencement

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

#### Expenditure Programme completion

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

#### Expenditure Programme funding status

13. Please indicate below the expenditure programme funding status:

Included in LTP	Y/N	Amounts NZ\$	Year
Included in Annual Plan 2020/21	Y/N	Amounts NZ\$	N/A
Not funded in any plan	Y/N	Amounts NZ\$	Year
Was funded but COVID-19 deferred	Y/N	Amounts NZ\$	Year
Is any Territorial Authority co-funding being contributed?	Y/N	Amounts NZ\$	Year

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

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

<sup>1</sup> All figures should be GST exclusive.

<sup>2</sup> You may choose to determine each maximum Funding instalment amount for a milestone on the basis of seeking funds either for application towards costs incurred for that milestone, or for application towards costs to be incurred for the following milestone.

7.	[Completion of expenditure programme]	[date] <i>[To be no later than 31 March 2022]</i>	NZ\$[INSERT HERE]] <sup>3</sup>	NZ\$[INSERT HERE]	
	<b>TOTAL</b>		<i>[Must be less or equal to Total Maximum Amount Payable]</i>	<i>[Must be equal to the total estimated cost of the expenditure programme]</i>	

15. Briefly outline the final expected outcomes/objectives of the expenditure programme:

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

#### DIA USE ONLY

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

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

#### SIGNATURES

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

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

\_\_\_\_\_  
Position:

**SIGNED** for and on behalf of

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

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

<sup>3</sup> The final Payment Request needs to be submitted with the quarterly report for the period ending 31 December 2021.

Date:

Position:

Date:

---

Name:

Position:

Date:

**item 17**

**Attachment 5**

## Memorandum of Understanding Three Waters Services Reform

Between the Sovereign in right of New  
Zealand acting by and through the  
Department of Internal Affairs and  
Hamilton City Council



## PURPOSE

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

## BACKGROUND

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

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

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

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

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

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

## PRINCIPLES FOR WORKING TOGETHER

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

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

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

## REFORM OBJECTIVES AND CORE DESIGN FEATURES

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

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

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

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

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

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

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

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

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

## FUNDING ARRANGEMENTS

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



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

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

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

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

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

## FUTURE AGREEMENTS

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

## PROGRAMME MANAGEMENT

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

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

## TERM

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

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

## INTERACTIONS, MONITORING, INFORMATION AND RECORDS

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

Government's representative	Territorial Authority's representative
<p>Allan Prangnell</p> <p><a href="mailto:threewaters@dia.govt.nz">threewaters@dia.govt.nz</a></p> <p>CC. Chief Legal Advisor</p> <p><a href="mailto:Legal.notices@dia.govt.nz">Legal.notices@dia.govt.nz</a></p>	<p>Blair Bowcott (alternate Andrew Parsons)</p> <p><a href="mailto:blair.bowcott@hcc.govt.nz">blair.bowcott@hcc.govt.nz</a></p>

It is the responsibility of these representatives to:

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

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

### CONFIDENTIALITY

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

### DISPUTE RESOLUTION

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

Paul Fann.

SIGNED by The Sovereign in right of New Zealand  
acting by and through the Chief Executive of the  
Department of Internal Affairs

Date 26 August 2020

Paula Southgate

SIGNED by

Paula Southgate

on behalf of

Hamilton City Council

Date 25/08/2020

Richard Briggs

SIGNED by

Richard Briggs

on behalf of

Hamilton City Council

Date 25/08/2020

Witness signature

Bethany Pitman-Brewer

Witness name

Bethany Pitman-Brewer

Witness occupation

Executive Assistant  
Chief Executive Office

Witness address

C/- Hamilton City Council  
260 Anglesea Street  
Hamilton.

Date 25/08/2020

Item 17

Attachment 6

# Council Report

**Committee:** Council **Date:** 17 September 2020  
**Author:** Blair Bowcott **Authoriser:** Blair Bowcott  
**Position:** Executive Director Special Projects **Position:** Executive Director Special Projects  
**Report Name:** Future Proof Implementation Committee - Appointment of Alternate

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

1. To seek approval from the Council to appoint an alternate Hamilton City Council member to the Future Proof Implementation Committee.

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

2. That the Council appoints Councillor Gallagher as an alternate member to the Future Proof Implementation Committee on behalf of Hamilton City Council.

## Executive Summary - *Whakaraapopototanga matua*

3. The Future Proof Implementation Committee (FPIC) is a Joint Committee of Councils, Government and Iwi.
4. A recent FPIC meeting struggled to achieve a quorum.
5. Hamilton City Council has two appointed representatives on Future Proof Implementation Committee (Mayor Southgate and Councillor Macpherson).
6. To ensure that there will be sufficient voting members to achieve a quorum, each member organisation has been requested to appoint an alternate.
7. Staff consider the matter has low significance and that the recommendations comply with the Council's legal requirements.

## Background - *Koorero whaimaarama*

8. The Future Proof Implementation Committee (FPIC) is a Joint Committee under the 7th Schedule of the Local Government Act 2002.
9. The core Future Proof Implementation Committee is made up of members from Hamilton City Council, Waipa and Waikato District Council, the Waikato Regional Council, tāngata whenua, Waka Kotahi (the NZ Transport Agency) and the Waikato District Health Board. Its wider membership to incorporate the Hamilton to Auckland Corridor includes Central Government, the Auckland Council and Auckland iwi. An Agreement governing the FPIC is in place in accordance with Clause 30A, Schedule 7, of the Local Government Act 2002.



10. Hamilton City Council is represented on FPIC by Mayor Southgate and Councillor Macpherson. Both have voting rights.
11. A recent FPIC meeting struggled to achieve a quorum. In order to ensure sufficient voting members and quorum at future FPIC meetings, it is proposed that each member organisation appoints an alternate representative for their organisation.
12. An alternate will be entitled to attend FPIC meetings as a voting member and participate in a meeting when another member from that organisation is unable to attend.
13. FPIC meetings are available for all HCC Elected Members to attend and observe.

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

14. It is recommended that HCC appoints Councillor Gallagher an alternate at the Future Proof Implementation Committee to participate and vote in meetings in the absence of Mayor Southgate and/or Councillor Macpherson.

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

15. There are no financial implications to this matter.

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

16. Staff confirm that the staff recommendation complies with the Council's legal and policy requirements.

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

17. 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').
18. The subject matter of this report has been evaluated in terms of the 4 wellbeings during the process of developing this report.
19. The recommendations set out in this report are consistent with that purpose.

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

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

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

### **Item 18**

#### **Significance**

21. 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**

22. 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

Item 19

**Committee:** Council  
**Author:** Amy Viggers  
**Position:** Governance Team Leader  
**Report Name:** Recommendation from Open Committee meetings

**Date:** 17 September 2020  
**Authoriser:** Becca Brooke  
**Position:** Governance Manager

Report Status	Open
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## Purpose – Take

1. To seek the Council’s approval of the following recommendations from Committee meetings:
  - a) **Finance Committee** meeting of 11 August 2020, in respect of:
    - Financial Strategy Monitoring Report (Agenda [here](#). Minutes [here](#)).
  - b) **Community Committee** meeting of 13 August 2020, in respect of the following
    - Disability Action Plan 2020/21 (Agenda [here](#). Minutes [here](#))
    - Matters of Cultural Significance Work Programme. (Agenda [here](#). Minutes [here](#))
  - c) **Infrastructure Operation Committee** meeting of 27 August 2020, in respect of:
    - Connections and Charging for the Three Waters Policy Review. (Agenda [here](#). Minutes [here](#))
  - d) **Economic Development Committee** meeting of 8 September 2020, in respect of:
    - Municipal Endowment Fund - Management and Policy Approval. (Agenda [here](#). Minutes [here](#))

**Recommendation from the Finance Committee meeting of 11 August 2020**

**Finance Strategy Monitoring Report**

That the Council:

- a) approves the capital movement from the 2019/20 Financial Year to future years as identified in the 11 August 2020 Capital Portfolio Monitoring Report;
- b) approves the significant forecast adjustments as set out in paragraphs 19 to 24 of this report; and
- c) approves the revised Financial Strategy position for Debt to Revenue, Net Debt and Balancing the Books as set out in paragraphs 25 to 32 of this report.

**Recommendation from the Community Committee meeting of 13 August 2020**

**Matters of Cultural Significance Work Programme**

That the Council approves the proposed work programme.

**Disability Action Plan 2020/21**

That the Council removes the fees and charges related to prams, wheelchairs and mobility scooters at Council facilities.

**Recommendation from the Infrastructure Operations Committee meeting of 27 August 2020**

**Connections and charges for the Three Waters Policy review**

That the Council approves the revised Three Waters Connections Policy (previously Connections and Charging for Three Waters Policy).

**Recommendation from the Economic Development Committee meeting of 8 September 2020**

**Municipal Endowment Fund - Management and Policy Approval**

That the Council approves the Draft Municipal Endowment Fund Policy (previously the Municipal and Domain Endowment Fund Policy).

***Attachments - Ngaa taapirihanga***

Attachment 1 - Three Waters Connection Policy .

## Attachment 1

First adopted:	5 April 2013
Approved Council:	
Revision dates/version:	17 September 2020
Next review date:	At the time of review of any of the following Bylaws, to allow alignment and ability to manage network capacity: <ul style="list-style-type: none"><li>• Stormwater Bylaw 2015 – review 2020</li><li>• Tradewaste &amp; Wastewater Bylaw 2016 – review 2021</li><li>• Water Supply Bylaw 2013 - review 2023</li></ul>
Document number:	D-3217435
Associated documents:	<ul style="list-style-type: none"><li>• Regional Infrastructure Technical Specifications 2018 (Waikato LASS) and subsequent amendments.</li><li>• HCC Trade Waste and Wastewater Bylaw 2016</li><li>• HCC Water Supply Bylaw 2013</li><li>• HCC Stormwater Bylaw 2015</li><li>• HCC Development Contributions Policy</li><li>• HCC Comprehensive Stormwater Discharge Consent (CSDC)</li></ul>
Sponsor:	General Manager – Infrastructure Operations

### Three Waters Connections Policy

#### Foreword

In 2008 Waikato-Tainui and the Crown signed a Deed of Settlement in relation to the Waikato River (“the Deed”). This directed a new era of co-management of the Waikato River. The overarching purpose of the settlement is to restore and protect the health and wellbeing of the Waikato River for future generations.

The Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 (the Act) was enacted to give effect to the Deed and provide recognition of the Vision & Strategy for Waikato River (Te Ture Whaimana o te Awa o Waikato). The Vision is set out in Schedule 2 to the Act, as follows: “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.” The Vision and Strategy is the primary direction setting document for the Waikato River and activities within its catchment affecting the river.

Hamilton City has a consented allocation of water from the Waikato River to provide for municipal supply needs and connection requests. There are limitations on the volume of water available to supply to the community and there is uncertainty around the Waikato River’s ability to continue to provide Hamilton City’s growing water needs.

Under the Act, the provision of three waters services and their planning and management instruments, such as this Policy, must give effect to the overarching purpose of The Vision and Strategy to restore and protect the health and wellbeing of the Waikato River.

Council has a duty of care to manage water efficiently, safeguard the mauri of the Waikato River, safeguard freshwater and drinking water quality and comply with resource consents. How Council allocates its municipal supply water and encourages the efficient use of water are critical factors to ensure the continued supply of water to the community now and in the future.

## Purpose and scope

The purpose of this Policy is to provide clarity about Council's approach to service connections to the city's water, wastewater and stormwater networks for private properties within and outside Hamilton City's boundary; and charges for these services.

The objective of this Policy is to provide administrative certainty in the way that Hamilton City Council ('Council'):

- i. manages requests for new service connections to the water, wastewater and stormwater networks;
- ii. manages the allocation of municipal supply water to customers;
- iii. manages requests for new and existing cross -boundary water supply connections to the water network by Waikato and Waipa District Council or their Agents; and
- iv. charges for water, wastewater and stormwater network connections and services.

## Definitions

Term	Definition
<b>Adjacent Territorial Authority</b>	A Territorial Authority (as defined under the Local Government Act 2002) that is located adjacent to Council's territory that could be physically connected to Council's three waters infrastructure network.
<b>Authorised Agent</b>	Any person authorised or appointed by Council to carry out physical works required to provide a service connection to, or disconnection from, the water, wastewater or stormwater network. References to Authorised Agent include Council itself.
<b>Council</b>	Hamilton City Council
<b>Discretionary Supply</b>	A supply of water from the Municipal Water Supply that will be subject to water availability, network capacity and scrutiny of the water efficiency measures taken by the applicant.
<b>Domestic use</b>	Water use that is described as Domestic Purpose in the Hamilton City Council Water Supply Bylaw 2013 (or subsequent updates) and is water taken and used for the purpose of human drinking and sanitation needs and for individual household use.
<b>Extraordinary Water Use</b>	A category of On Demand water supply as defined in Council's Water Supply Bylaw 2013 or subsequent updates which is not deemed to be a critical use of water. Extraordinary Water Use is subject to water restrictions and emergency provisions and includes but is not limited to: <ul style="list-style-type: none"> <li>i. Domestic - spa or swimming pool in excess of 6m<sup>3</sup>, and fixed garden irrigations systems;</li> <li>ii. Commercial and Business;</li> <li>iii. Industrial;</li> <li>iv. Agricultural;</li> <li>v. Horticultural;</li> <li>vi. Viticultural;</li> <li>vii. Lifestyle blocks (rural supplies, peri-urban or small rural residential);</li> <li>viii. Fire protection systems other than sprinkler systems installed to comply with NZS 4517;</li> <li>ix. Out of District Supply;</li> <li>x. Temporary supply;</li> <li>xi. Water carriers;</li> <li>xii. Auxiliary supply.</li> </ul>
<b>High Water User</b>	A business or non-domestic entity that uses more than 15m <sup>3</sup> /day of water from Council's water supply network. This volume is deemed discretionary.
<b>Metrospatial Plan (endorsed)</b>	FutureProof are developing a Hamilton-Waikato Metrospatial Plan that will examine long term growth areas around Hamilton including consideration of spatially developed mass transit and three waters considerations. This project is anticipated to be completed in 2020 and will provide the long-term blueprint for growth in the metropolitan area around Hamilton.
<b>Municipal Water Supply</b>	Council's water allocation that is consented by Waikato Regional Council for municipal water supply use.
<b>Municipal Use</b>	Water used by Council for the operation and maintenance of infrastructure used for municipal activities to provide for the wellbeing of people. Includes but is not limited to public water and waste water facilities and networks, and public spaces.
<b>Out of District</b>	That area that is outside but adjacent to the Hamilton City territorial boundary.
<b>Out of District Supplier</b>	The Local Authority outside of Hamilton City that receives Council water and/or wastewater services to enable servicing of multiple properties under bulk supply arrangements (including tradewaste) to or from a defined network outside of the Hamilton City territorial boundary.
<b>Planned Land Use Area</b>	A land use activity is regarded as "planned land use" if the Hamilton City Operative District Plan provides for it as a permitted activity, or the activity requires a resource consent and the use of potable water is not a matter of discretion.

<b>Planning and Regulatory Mechanisms</b>	This includes but is not limited to: Council Bylaws Council Policies Hamilton District Plan Integrated Catchment Management Plans Spatial Plans Specifications Consent notices
<b>Private Three Waters Infrastructure</b>	Infrastructure associated with water, wastewater or stormwater that is privately owned by a property owner and includes but is not limited to wastewater pump stations, low pressure sewer systems, rain tanks, retention tanks and rain gardens.
<b>Prohibited Allocation</b>	Water use that Council does not consider to be an efficient or appropriate use of municipal supply water and that water allocation will not be provided for.
<b>Supply Agreement</b>	Agreement between Council and an Adjacent Territorial Authority or a High Water User for the supply of water or receipt of wastewater or conveyance of stormwater through Council's supply and conveyance network.
<b>Three Waters</b>	Relates to water, wastewater including tradewaste, and stormwater where stormwater is through a piped connection to Council stormwater network.
<b>Wet Industry</b>	An industry that uses large quantities of water in its processes and generates industrial wastewater. Council defines large as being greater than 15m <sup>3</sup> water per day.



## Principles

The following principles guide decision-making under this Policy:

- i. Restoring and protecting the health and wellbeing of the Waikato River is of utmost importance.
- ii. The intrinsic value and mana of the water resource is recognised and further degradation of water quality in the Waikato River shall be avoided.
- iii. Waikato-Tainui are Kaitiaki of the Waikato River
- iv. The availability of safe water for drinking and sanitation sustains life.
- v. As a custodian of potable water, Council has an obligation to minimise water take from the Waikato River, ensure water is safe to drink, managed effectively and used efficiently and sustainably.
- vi. The use of water is integrated with land use, stormwater and wastewater management and considers the effect of the use and development of land on the Waikato river.
- vii. Availability of water for commercial and industrial purposes enables economic growth and social wellbeing.
- viii. Hamilton is part of a wider sub regional community. Council is committed to supporting sub-regional prosperity.

## Efficient Water Use Policy

This policy outlines Council's commitment to ensure Municipal Water Supply is managed and used efficiently.

1. Council will invest in water demand management programmes and technology to minimise the volume of municipal water used across all user groups.
2. Council will utilise available Planning and Regulatory Mechanisms and infrastructure planning processes to ensure the efficient use of municipal water and minimise the effects of three waters activities.

## Water Allocation Priority Policy

Council has a finite volume of Municipal Water Supply to supply to customers. This policy outlines Council's approach to prioritising allocation of Municipal Water Supply to customers from its own allocation of water.

3. Council will not allocate water volumes to users which may cause Council to exceed its consented water take volumes from the Waikato River now or in the future.
4. Council will prioritise allocation of existing consented Municipal Water Supply allocation from the Waikato River based on the following Priority Allocation Table for Municipal Water Supply.

Priority Allocation Table for Municipal Water Supply	
Category 1	
Critical Water Supply	Existing and planned human domestic use and animal drinking water, sanitation and public health facilities, public education accommodation facilities, cultural facilities (including Marae, Papakainga and religious centres), Municipal Use and lifeline utilities.
Reserved Allocation	Where an independent resource consent for water take has been granted for a particular land use (which may include industrial supply and Out of District Municipal Use) and that consent has been transferred to Council, the quantum of allocation will be reserved for use to the entity which obtained the consent until the time at which the consent would have expired, or where there is a Supply Agreement.
Planned Use	Extra-ordinary Water Use, that has been reasonably forecasted by Council and is, or will be located in an existing or Planned land-use area which is associated with commercial, research, private healthcare, iwi enterprises, private education facilities and private care facilities, retail, research, or dry industry activities. Water allocation is limited to <u>less than 15m3</u> per day per property.
Category 2	
First Priority	Extra-ordinary Water Use <u>greater than 15m3</u> per day in an existing or Planned land-use area which is associated with commercial, research, private healthcare, iwi enterprise, private education facilities and private care facilities, retail, or research activities except where that water use is associated with uses in Category 3 and 4.
Second Priority	Extra-ordinary Water Use <u>less than 15m3</u> per day in an area that is <u>not in a Planned land-use area</u> but which is associated with commercial, research, private healthcare, iwi enterprise, private education facilities and private care facilities, retail, research activities, or dry industry activities except where that water use is associated with uses in Category 3 and 4.
Third Priority	Extra-ordinary Water Use <u>greater than 15m3</u> per day in an area that is <u>not in a Planned land-use area</u> but which is associated with commercial, research, private healthcare, iwi enterprise, private education facilities and private care facilities, retail, or research activities except where that water use is associated with uses in Category 3 and 4.
Category 3	
Fourth Priority	Water use for commercial and agricultural irrigation activities. Water use for animal drinking water <u>greater than 15m3</u> per day.
Category 4	
Prohibited Allocation	Commercial water bottling activities
	New or increased water use to individual properties located outside the city boundary

5. Council will:
  - i. Provide water allocation for Category 1 as a Permitted Supply to customers but will reserve the right to require water demand management and apply restrictions.
  - ii. Consider providing water allocation to Category 2 as a Discretionary Supply to Customers and in doing so have regard to priority.
  - iii. Consider that water allocation to Category 3 is an inefficient use of Municipal Water Supply and only consider allocation of water to that part of the business for sanitation purposes.
  - iv. Not provide water allocation to Category 4 - Prohibited Supply customers.
6. Approval processes are as follows:
  - i. Officers have delegated authority to approve or decline a Category 1 application
  - ii. Officers will make a staff recommendation to Council to approve or decline a Category 2 application. Three Water Assessment Criteria guidelines will inform the Officers recommendation.
  - iii. Category 2, 3 and 4 applications will be approved or declined by Council resolution.

### High Water Users Policy

This policy outlines Councils commitment to ensuring municipal supply water is allocated to established needs.

7. Council will only supply three waters services to High Water User by a written Supply Agreement.
8. In considering if Council will supply services to new High Water User, Council will have regard to:
  - i. adherence to the principles in this policy;
  - ii. consistency with Planning and Regulatory Mechanisms;
  - iii. the availability and priority of Water Allocation in accordance with the Water Allocation Priority Policy;
  - iv. the level of investment by the applicant and the duration of agreement;
  - v. the extent to which water efficiency is planned and can be monitored;
  - vi. the extent to which mitigation of network capacity effects is required.
  - vii. the extent to which the service provides for compliance with Council's resource consents<sup>4</sup>.
9. Should Council agree to supply water, the Supply Agreement will consider (but is not limited to):
  - i. locations of supply;
  - ii. daily flow, volume and quality characteristic restrictions at the point of supply;
  - iii. approach to ensure water is used efficiently;
  - iv. documented procedures;
  - v. auditing, monitoring and reporting requirements;

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<sup>4</sup> Water take consent, City wide Stormwater Consent

- vi. responsibilities of each party to the Supply Agreement for the supply and use of water;
- vii. any infrastructure requirements to address effects, support the service, and account for boundary changes;
- viii. Emergency Management Protocols which may include 12 hours onsite storage;
- ix. review clauses including the ability to reduce the volume of water.
- x. the term of the Supply Agreement and expiry date.

10. Council will reserve the right to:

- i. decline applications for more than 15m<sup>3</sup> water per day
- ii. review a Supply Agreement to achieve efficiency gains and ensure that Critical Water supply needs can be met.
- iii. if necessary, reallocate municipal supply water in accordance with the Water Allocation Priority Policy to ensure that critical supply needs can be met and to support Hamilton City planned urban growth.

11. Council will assess all written applications for water use greater than 15m<sup>3</sup> per day from Council's network against water allocation priority and water assessment criteria<sup>5</sup>.

12. Council will supply water to existing High Water Users within the terms of a Supply Agreement. Where a Supply Agreement does not exist, Council will require the water use to be formalised into a Supply Agreement. Council may require that an existing High Water Users water take is assessed against Council's assessment criteria<sup>1</sup> and require water efficiency measures.

13. Council will reserve the right to:

- iv. Review a Supply Agreement to achieve efficiency gains and ensure that Critical Water supply needs can be met.
- v. If necessary, reallocate municipal supply water in accordance with the Water Allocation Priority Policy to ensure that critical supply needs can be met and to support Hamilton City planned urban growth.

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<sup>5</sup> Council will use Three Water Assessment Criteria to guide assessments of High Water Use Applications. Criteria will be made available to the applicant.

## Out of District Network Services

This policy outlines Council's commitment to ensuring municipal supply water that services Out of District areas under a Bulk Supply Arrangement is managed effectively and efficiently.

12. Supply to an Out of District area will not be considered if that allocation has potential to pose a risk to meeting the supply needs of Hamilton City unless there is an existing allocation that has been secured with an agreement.
13. Council will only supply three waters services to Out of District Suppliers by a written Supply Agreement.
14. The applicant for Council services must provide sufficient information that will enable Council to assess effects on Council's network capacity.
15. In considering if Council will supply services to an Out of District area Council will have regard to:
  - i. adherence to the principles in this policy;
  - ii. consistency with Planning and Regulatory Mechanisms;
  - iii. the availability and priority of Water Allocation in accordance with the Water Allocation Priority Policy;
  - iv. the level of investment by the applicant and the duration of an agreement;
  - v. the extent to which water efficiency is planned, implemented and can be monitored;
  - vi. the extent to which wastewater quality and volume can be managed;
  - vii. the effects of piped stormwater on downstream receiving environments, and the extent to which the stormwater quality aligns with the relevant Integrated Catchment Management Plan and Council's consents;
  - viii. the extent to which mitigation of water, wastewater or stormwater network capacity effects is required.
  - ix. the extent to which the proposal supports subregional growth.

## Water Supply Service

16. Should Council agree to supply water services, the Supply Agreement will consider (but is not limited to):
  - i. locations of supply, area served and population equivalent;
  - ii. daily flow, and volume restrictions at the point of supply;
  - iii. approach to ensure water is used efficiently;
  - iv. documented procedures;
  - v. auditing, monitoring and reporting requirements;
  - vi. responsibilities of each party to the Supply Agreement for the supply and use of water;
  - vii. any infrastructure requirements to address effects, support the service, and account for boundary changes;
  - viii. Emergency Management Protocols which may include 12 hours onsite storage;
  - ix. review clauses including the ability to reduce the volume of water.
  - x. the term of the Supply Agreement and expiry date.

## Wastewater Service

17. Should Council agree to supply wastewater services, the Supply Agreement will consider (but is not limited to):
- i. locations of supply;
  - ii. daily flow, volume and quality characteristic restrictions at the point of supply;
  - iii. approach to ensure wastewater generation is minimised;
  - iv. documented procedures;
  - v. requirement for a tradewaste agreement or consent
  - vi. auditing, monitoring and reporting requirements;
  - vii. responsibilities of each party to the agreement for the supply of a wastewater service;
  - viii. any infrastructure requirements to address effects, support the service, and account for boundary changes;
  - ix. emergency management protocols which may include onsite storage;
  - x. review clauses including the ability to reduce the service.
  - xi. the term of the Supply Agreement and expiry date.

## Stormwater Service

18. Should Council agree to supply stormwater network services, the Supply Agreement will consider (but is not limited to):
- i. catchment served<sup>6</sup>;
  - ii. flow, volume and quality characteristic at the point of entry into the Council piped network<sup>7</sup>;
  - iii. auditing, monitoring and reporting requirements;
  - iv. any requirements to address accumulative effects and account for boundary changes;
  - v. notification protocols in the event of a non-routine contaminant discharge
  - vi. the term of the Supply Agreement and expiry date.

## Review of Services

19. Council will reserve the right to:
- i. Review a Supply Agreement to achieve efficiency gains and ensure that critical water supply needs can be met and water, stormwater and wastewater network risk is managed;
  - ii. If necessary, reallocate municipal supply water in accordance with the Water Allocation Priority Policy to ensure that critical supply needs can be met and to support Hamilton City planned urban growth;

<sup>6</sup> Population equivalent will also be considered.

<sup>7</sup> New connections to Hamilton City stormwater network is required to be technically certified by Waikato Regional Council. In accordance with the Comprehensive Stormwater discharge Consent 105279, condition 3, a new connection into an existing connection must not increase the scale of intensity of effects.

- iii. Require that the Adjacent Territorial Authority require new High Waters User applications to be assessed against Water Allocation Priority Policy and Council's assessment criteria<sup>8</sup>.

### Out of District Private Property Policy

Under historic agreements Council supplies water and wastewater services to individual properties located outside Council's city boundary by way of direct connections. This policy provides transitional direction on the management of individual Out of District connections and water use. Council intends to transition Out of District Private Property connections to adjacent Council bulk supply arrangements as provided for under Out of District Network Services Policy, clause 19.

- 20. Council will not accept new requests for individual service connections to Council's water, wastewater or stormwater network from owners of private property outside the City boundary. The property owner must seek new services from the Council with jurisdictional authority.
- 21. Council will not allow an Out of District private property to make an additional physical connection to an existing connection. The property owner must seek any new physical connection from the Council with jurisdictional authority that the property is located in.
- 22. Council shall only continue services to existing individual properties outside the City boundary that have an existing connection to Council's water supply or wastewater network, provided that:
  - i. there is a written agreement to supply the property; and,
  - ii. that any change to the nature, intensity or extent of the development or land-use serviced by the connection does not:
    - a) increase the volumes or rates of water supplied by Council;
    - b) increase the volumes of wastewater generated; or
    - c) change the characteristics of wastewater to the extent that there is risk to Council wastewater infrastructure and network utility operators.
- 23. Council shall assess Out of District Private Property water use against the average volume of water used recorded over 12 months prior to 5 April 2013<sup>9</sup> and in accordance with the Water Allocation Priority Policy. Where a connection has been approved subsequent to 5 April 2005, Council shall assess Out of District Private Property water use against the average volume of water recorded over 12 months after the date the connection was made.
- 24. Where no agreement currently exists, Council will reserve the right to require formalisation of supply through an agreement. In formalising existing supplies, Council will require the principles of this Policy and regulatory requirements to be applied.
- 25. Council will seek to transition existing Out of District private property connections to supply arrangements with the relevant Water Supplier where network infrastructure is available to service that property.

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<sup>8</sup> Three Water Assessment Criteria to guide assessments of High Water Use Applications.

<sup>9</sup> Date of previous policy where it was agreed that Council would supply existing Out of District properties.

## Land-use, Infrastructure and Activity Planning Policy

This policy outlines Councils commitment to planning for infrastructure capacity.

26. Council shall include provision for anticipated domestic and non- domestic water supply needs through water infrastructure and asset management planning.
27. Council will adhere to network operating philosophies that minimise water demand, operational costs and risk to Levels of Service.
28. Council shall monitor the projected City and Regional growth projections, three waters network capacity, wastewater and stormwater treatment capacity, and water availability for new industry entrants.
29. Council will participate in determining the most appropriate methods to achieve subregional integrated resource management outcomes that are effective and efficient and will support subregional growth.
30. Council facilities will use water efficiently and embrace new technologies to minimise the effects of water use, wastewater and stormwater effects.

## New Connections Network Infrastructure Policy

This policy outlines the principles applied when considering physical connections to the water supply wastewater and stormwater networks.

31. For all connections to Council's water, wastewater and stormwater networks, Council will assess applications in terms of whole-of-life costs, network capacity, protection of supply, and cultural and environmental risks.
32. Connections must be designed and constructed in accordance with Regional Infrastructure Technical Specifications.
33. Where the connection is to Council's piped stormwater and wastewater networks, Council will require demonstration that the discharge complies with relevant conditions of Council's resource consents and/or tradewaste quality and volume restrictions.
34. Council may require upgrade of an existing network (or a financial contribution towards the works) to manage environmental effects and network capacity. All applications for service connection will be reviewed by Council's Development Contributions Team in the first instance. Any development contribution required by Council's Development Contribution Policy<sup>10</sup> for a service connection, must be received by Council prior to authorisation for staff to proceed with the work request.

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<sup>10</sup> Council's Development Contribution Policy can be located on Council's website.



35. In accordance with the High Water User Policy, Council will require a Supply Agreement that sets out the terms of the water services provided if a connection supplying more than 15m<sup>3</sup> water per day is approved..
36. Council will require recognition of Council Planning and Regulatory mechanisms when assessing a connection application. This includes the recognition of:
- i. The Hamilton-Waikato Metrospatial Plan (endorsed);
  - ii. any relevant Integrated Catchment Management Plan;
  - iii. Council's Water, Stormwater, Tradewaste & Wastewater bylaw requirements
  - iv. requirements of any relevant resource consent held by Council;
  - v. requirements and supporting assessment of any relevant resource consent for the land or activity being serviced by the connection;
  - vi. requirements of Council's Development Contribution Policy
  - vii. Regional Technical Infrastructure Specifications; and
  - viii. consent notices.

### Private Three Waters Infrastructure Policy

At times private water, wastewater and stormwater infrastructure is installed to enable a development to meet Council planning requirements. This policy provides clarity on Council's role in the management of such private infrastructure.

37. Council does not manage Private Three Waters Infrastructure unless by written agreement. The property owner will own private infrastructure and shall be responsible for its maintenance and operation.
38. Council may approve private on-lot wastewater pump stations and pressure sewer systems where there are no practical alternatives to gravity flow discharge to the city's wastewater network. Any such system approved shall comply with the requirements of the Building Act 1991, the New Zealand Building Code, and meet the requirements of the Regional Infrastructure Technical Specifications in place at the time of installation.
39. Property owners with an existing<sup>11</sup> on-site wastewater system that is not connected to the municipal wastewater network, that wish to connect, shall undertake all works required to connect to the network to the satisfaction of Council. The on-site wastewater system will be disestablished by the owner to the satisfaction of the Waikato Regional Council. All costs incurred are the sole responsibility of the owner.
40. Council reserves the right to require implementation of private property on-site water and stormwater management measures to manage the effects of a connection.

### Charging for Water Use, and New Connections Policy

This policy outlines the basis on which the cost of water usage and connections will be recovered.

41. Council will charge for the usage of water in accordance with the Rating Policy.

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<sup>11</sup> As at date of adoption of this policy

42. Council will charge for Out of District metered water use through Annual Fees and Charges or by the terms of a written agreement.
43. Council, or an Authorised Agent, shall charge for the physical works undertaken and any administrative costs relating to providing a service connection to, or disconnection from, the water, wastewater or stormwater network.

### Monitoring and implementation

44. The General Manager- Infrastructure Operations, shall monitor the implementation of this Policy.
45. The Policy shall be reviewed every three years or at the request of Council, in response to changed legislative and statutory requirements or in response to any issues that may arise during review processes.

### References

46. The following documents and any subsequent updates or amendments to them are relevant to this Policy:

- Consent conditions and notices
- Future Proof Growth Strategy
- Hamilton City Council Trade Waste and Wastewater Bylaw 2016
- Hamilton City Council Water Supply Bylaw 2013
- Hamilton City Council Stormwater Bylaw 2015
- Hamilton City Council Development Contributions Policy
- Hamilton City Council Stormwater Management Plan
- Hamilton City Council Water Conservation and Demand Management Plan
- Hamilton City Council Annual Schedule of Fees and Charges
- Hamilton City Council Comprehensive Stormwater Discharge Consent (CSDC)
- Hamilton to Auckland Corridor Plan 2019
- Hamilton City Economic Strategies
- Hamilton-Waikato Metrospatial Plan
- Hamilton City Urban Growth Strategy
- Integrated Catchment Management Plans
- Ngati Hauaa Iwi Management Plan
- New Zealand Building Code
- Regional Infrastructure Technical Specification (RITS)
- Subregional Three Waters Strategy 2012
- Three Waters assessment Criteria for High Water Users
- The Building Act 2004
- Tradewaste Agreements and Consents
- Waikato Tainui Environmental Management Plan
- Waikato Regional Economic Development strategy – Waikato Means Business (2014)
- Waikato Plan (2017) and Implementation Strategy



## 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 of 6 August 2020	) Good reason to withhold ) information exists under ) Section 7 Local Government	Section 48(1)(a)
C2. Confirmation of the Elected Member Closed Briefing Notes - 11 March 2020	) Official Information and ) Meetings Act 1987 )	
C3. Confirmation of the Elected Member Closed Briefing Notes - 29 July 2020		
C4. Confirmation of the Elected Member Closed Briefing Notes - 5 August 2020		
C5. Confirmation of the Elected Member Closed Briefing Notes - 19 August 2020		
C6. Confirmation of the Elected Member Closed Briefing Notes - 2 September 2020		
C7. Confirmation of the Elected Member Closed Briefing Notes - 4 September 2020		
C8. Rototuna Village - Area Q		
C9. Recommendations from Public Excluded Committee meetings		

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      Section 7 (2) (j)  
   information for improper gain or improper

	advantage	
Item C2.	to prevent the disclosure or use of official information for improper gain or improper advantage	Section 7 (2) (j)
Item C3.	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	
Item C4.	to prevent the disclosure or use of official information for improper gain or improper advantage	Section 7 (2) (j)
Item C5.	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	
Item C6.	to prevent the disclosure or use of official information for improper gain or improper advantage	Section 7 (2) (j)
Item C7.	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	
Item C8.	to enable Council to carry out negotiations	Section 7 (2) (i)
Item C9.	to prevent the disclosure or use of official information for improper gain or improper advantage	Section 7 (2) (j)