Date: Wednesday 22 July 2020  
Time: 4.30pm  
Meeting Room: Council Chamber  
Venue: Orewa Service Centre  
50 Centreway Road  
Orewa

**Rodney Local Board**  
**OPEN MINUTE ITEM ATTACHMENTS**

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**Note:** The attachments contained within this document are for consideration and should not be construed as Council policy unless and until adopted. Should Councillors require further information relating to any reports, please contact the relevant manager, Chairperson or Deputy Chairperson.
Memorandum of Understanding

Kaipara Moana Remediation Programme

between

The Ministry for the Environment on behalf of the Crown

and

Ngā Maunga Whakahī o Kaipara

and

Ngāti Whātua Īrākei

and

Te Roroa

and

Te Rūnanga o Ngāti Whātua

and

Te Uri o Hau

and

Northland Regional Council

and

Auckland Council
KAI TOHU (PARTIES)

1. Nga Maunga Whakahi o Kaipara, Ngati Whataua Orakei, Te Roroa, Te Rūnanga o Ngati Whataua, and Te Uri o Hau (together Kaipara Uri);
2. Northland Regional Council; and
3. Auckland Council;
(together the Member Parties); and
4. The Sovereign in right of New Zealand, acting by and through the Minister for the Environment (Crown).

KUPU TAKI (BACKGROUND)

The Kaipara Moana Remediation Programme

A. The Kaipara Harbour (Kaipara Moana) (shown in Annexure 1 with its associated catchments) is New Zealand’s largest harbour, with an approximate 6,020 km² catchment, and is suffering from degraded water quality.
B. Kaipara Moana is of great traditional, cultural, historical and spiritual importance to Kaipara Uri.
C. Kaipara Moana and its catchment contains some of the rarest ecosystems in New Zealand, namely sand dune, seagrass, freshwater and estuarine wetland ecosystems.
D. Kaipara Moana also provides significant economic and recreational opportunities to the many communities and marae and hapu who reside on or near to its shores.
E. Historical land clearance and land use change in the catchment of Kaipara Moana has led to elevated levels of sediment entering waterways, and ultimately, depositing on the bed of Kaipara Moana. If left unchecked, Kaipara Moana is at risk of degrading beyond repair.
F. The Kaipara Moana Remediation Programme (as set out in Annexure 2) will be delivered, with funding from the Crown, Northland Regional Council and Auckland Council, together with Kaipara Uri, with the aim of promoting a healthy and productive harbour.

1. Acknowledgements
The parties, on entering into this Memorandum of Understanding (Memorandum), acknowledge the following:
(a) that restoring and enhancing Kaipara Moana and its water quality will take a great deal of time, effort and financial resources to accomplish;
(b) that there are significant financial commitments that will need to be made over time by the parties;
(c) that the restoration of Kaipara Moana will require an adaptive management approach, where actions may change based on progress against outcomes, and our understanding of Kaipara Moana as it changes with future research;
(d) that the timeframe to implement actions to address the restoration of Kaipara Moana is likely to be ten (10) years, and that recovery of the Kaipara Moana will take longer;
(e) that to promote the sustainable management of Kaipara Moana it is necessary to look at catchment management and the effects of human activity across a wide range of land-uses;

(f) that the key area of concern is the high level of sediment flowing into Kaipara Moana and how it can be significantly reduced;

(g) that the main aim of the Kaipara Moana Remediation Programme is to reduce the annual average sedimentation rate to the 'ecological effects threshold' (limited to 2mm/year, greater than what would be expected under natural land conditions), to reduce further degradation to the harbour, and deliver a range of environmental benefits;

(h) that the environmental outcomes need to be accompanied by social outcomes, and that the success of the Kaipara Moana Remediation Programme will depend also on how whānau, marae, hapū/wa, local communities, land-care groups, agricultural industry associations, Crown agencies and others communicate and work together;

(i) that the agreement between the parties provides the ability for Kaipara Uri as Ahi Ka and Kaitaki for Kaipara Moana, alongside hapū and marae throughout the catchment, to develop capability and employment associated with the remediation of Kaipara Moana; and

(j) that the parties wish to expedite remediation work by timely approval of projects consistent with the Investment Objectives (as defined in clause 6) of this document, including to generate employment outcomes.

2. Vision
The Parties have entered into this Memorandum to formally engage with each other to determine mutually acceptable arrangements for the future of Kaipara Moana, its remediation and associated funding. This engagement will help provide a healthy and productive Kaipara Moana for Kaipara Uri and all New Zealanders of present and future generations (Vision).

3. Key Principles
The key principles and considerations to underpin the relationship between the parties will be:

(a) Rangapu (partnership): a working relationship based upon the following:

(i) mutual trust and equal treatment;

(ii) kia lēka: to operate in right and appropriate ways and with a shared intention to achieve (by constructive and harmonious working together) a maximising of the outcomes set out under this Memorandum;

(iii) kia mārama: to operate with openness to ensure clarity and transparency and consistency and fairness in all dealings and communications between the parties and their representatives;

(iv) kia pono: to operate with integrity and correct representation and processes that build relationships and ensure non-adversarial dealings between the parties and constructive mutual steps both to avoid differences and to identify solutions where required; and

(v) open, prompt and fair notification and resolution between the parties of any differences or disputes which may arise; and
(b) Kaitiakitanga (guardianship): the role and responsibility of Kaipara Uri to exercise their tikanga to remediate, restore and protect the mauri of Kaipara Moana, (the Key Principles).

4. Purpose
4.1 The purpose of this Memorandum is to record the parties’ commitment to the Vision and Key Principles, and a long-term working relationship between the parties to assist in:
(a) addressing the future of Kaipara Moana;
(b) achieving the Investment Objectives;
(c) initially establishing the Joint Committee to provide project stewardship and governance for the Kaipara Moana Remediation Programme;
(d) implementing the Kaipara Moana Remediation Programme and agreeing, in principle, upon funding structures to support this; and
(e) then handing over the stewardship and governance role of the Joint Committee to the Future Kaipara Moana Body, when that body is created or established,
(the Purpose).

4.2 The following provisions of this Memorandum set out the key objectives and steps to achieve the Purpose.

4.3 This Memorandum is a voluntary agreement and nothing in this Memorandum is legally binding on any of the parties.

5. Investment Objectives
The parties acknowledge that there are numerous direct and indirect investment opportunities from the Kaipara Moana Remediation Programme for Kaipara Moana, the surrounding land and communities including:
(a) Tiaki tāiao (Natural Capital): Primary objective is to restore mauri to Kaipara Moana and enable it to be healthy, self-sustaining and naturally productive through:
   (i) material reduction in erosion from land and streams;
   (ii) water quality improvement of streams/waterways; and
   (iii) reduction in sediment in harbour to below ecological effects threshold.
(b) Ohanga (Physical & Financial Capital): Create sustainable, resilient and optimised primary production in the Kaipara catchment and harbour through:
   (i) improved land management guided by improved advice and evidence; and
   (ii) recognised intergenerational equity and support a just transition to better environment outcomes;
(c) Manaaki Tangata (Human Capital): Improve local skills and capability to support innovation, effective land management, and community resilience through:
   (i) material lift of capability and capacity to address environmental challenges;
   (ii) providing exemplar benefits to other catchments and nationally; and
   (iii) developing and utilising local skills and local enterprise to lead to sustainable outcomes; and
(d) Titai Hononga (Social Capital): Enable kohaitanga by empowering Kaipara Uri and local community participation, including hapū and marae, in local solutions, leveraging opportunities through:
   (i) mobilising local participation and delivery;
   (ii) line of sight between local initiatives and governance - so that local activities are aligned with wider needs; and
   (iii) customary practice is prioritised with focus on taonga species and mātauranga Māori perspectives,

(together the Investment Objectives).

6. Joint Committee

6.1 Within forty (40) business days of entering into this Memorandum, the Member Parties will form, and call for the inaugural meeting of, a joint committee pursuant to clause 30(1)(b) and 30A of Schedule 7 of the Local Government Act 2002, consisting of twelve (12) members:
   (a) six (6) appointed by the Kaipara Uri;
   (b) three (3) appointed by Auckland Council; and
   (c) three (3) appointed by Northland Regional Council,
   (Joint Committee).

6.2 The Joint Committee will adhere to the Key Principles and operate in accordance with the Local Government Act 2002 and the terms of reference agreed between the Member Parties. Otherwise, the Joint Committee will be entitled to formulate and put in place its own rules and procedures.

6.3 A Member Party appointing its representatives to the Joint Committee may, on written notice to the other Member Parties, appoint a person to replace its appointee permanently or temporarily. The Member Parties are free to appoint their own representatives, but they will ensure that they have authority and expertise to fulfil the role.

6.4 The members of the Joint Committee shall appoint:
   (a) a Chair, from one (1) of the representatives appointed by Kaipara Uri; and
   (b) a Deputy Chair, from one (1) of the representatives appointed by either Northland Regional Council or Auckland Council.

6.5 The Joint Committee will provide the stewardship and governance and actively work towards achieving the Purpose, until handover of its role to the Future Kaipara Moana Body (as defined at clause 6.12) once established or created.

6.6 Until the establishment of the Future Kaipara Moana Body and the handing over of its stewardship and governance role, the Joint Committee will:
   (a) provide stewardship and governance in respect of the relationship between the parties and their goal of achieving the Purpose;
   (b) commission and approve a Year 1 remediation budget and work-plan for the Kaipara Moana Remediation Programme, and future budgets and work-plans as required;
   (c) assist in any review and consideration of any recommended funding arrangements;
   (d) assist and work with the Member Parties on any audit and reporting obligations; and

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(e) formulate the purpose, functions and structure of a vehicle or other arrangement to undertake operational activities required for the Kaipara Moana Remediation Programme and recommend to Member Parties any decisions or actions required to establish it.

6.7 The Joint Committee shall be entitled to invite guests or experts to:
   (a) attend any meeting; and
   (b) at the request of the Joint Committee, participate in discussions on, and assist the Joint Committee in its consideration of, matters that are on the agenda.

6.8 The Joint Committee will record and minute all meetings and decisions and the parties agree to adhere to the same.

6.9 The Member Parties, through the Joint Committee, will seek and consider the views of other parties and other stakeholders, as part of the process to achieve the Purpose and outcomes.

6.10 All new intellectual property created through the work of the Joint Committee will be jointly owned by the Member Parties. Such intellectual property rights (if any) will be transferred, or licenced (at no cost), to the Future Kaipara Moana Body upon its establishment or creation. Intellectual property rights in this clause means all intellectual property rights whether conferred by statute, at common law or in equity, including all copyright and know-how and rights in relation to designs and trademarks (whether registered or unregistered).

6.11 All intellectual property brought by each party to the relationship under this Memorandum remains in the ownership of that party.

6.12 The Crown and Kaipara Uri note it is their intention that:
   (a) a co-governance body for Kaipara Moana will be established through legislation (Future Kaipara Moana Body);
   (b) if established, the Future Kaipara Moana Body will be constituted as a joint committee under the Local Government Act 2002; and
   (c) Parliament will need to consider and pass legislation to constitute the Future Kaipara Moana Body.

6.13 If the Future Kaipara Moana Body is established by legislation (but subject to such legislation):
   (a) the Joint Committee will hand over its stewardship and governance role of the Kaipara Moana Remediation Programme to the Future Kaipara Moana Body and will dissolve;
   (b) decisions made on the Kaipara Moana Remediation Programme will have particular regard to any strategy for the Kaipara Moana catchment required by legislation and approved by the Future Kaipara Moana Body; and
   (c) consistent with the membership of the Joint Committee, and reflecting Auckland Council's and Northland Regional Council's contribution of funds to the Kaipara Moana Remediation Programme and their statutory function to manage water quality and soil conservation:

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(i) only the Kaipara Uri, Auckland Council and Northland Regional Council members of the Future Kaipara Moana Body will have voting rights on the Kaipara Moana Remediation Programme; and

(ii) voting rights will be apportioned between the members as follows: 50% between Kaipara Uri members and 25% Auckland Council members and 25% Northland Regional Council members (if all are present and voting).

7. Funding

7.1 Notwithstanding the following in this clause 8, or any other clause, this Memorandum does not guarantee or commit any of the parties to any financial commitments or funding until the agreed funding agreement is entered into.

7.2 The parties on entering into this Memorandum further acknowledge that:

(d) the cost of remediating Kaipara Moana in accordance with the Kaipara Moana Remediation Programme is estimated to cost up to $300 million over ten (10) years;

(e) to contribute to the funding of the Kaipara Moana Remediation Programme the Crown will, subject to agreeing the terms and conditions of the funding, contribute an initial $12 million for the first financial year of the Kaipara Moana Remediation Programme (Initial Funding) and the balance of up to $88 million over the remaining five (5) years (Balance Funding) subject to conditions being met;

(f) the Crown’s funding will be structured as a grant(s) and is subject to the terms and conditions contained in the relevant deed of grant;

(g) the Balance Funding will be conditional on:

(i) Auckland Council and Northland Regional Council committing to co-fund the Kaipara Moana Remediation Programme through their respective Long-Term Plans; and

(ii) confirmation of the total contribution from Auckland Council and Northland Regional Council and other contributions (i.e., landowner, industry association, philanthropic), will match the Crown’s funding (being the Initial Funding and Balance Funding);

(h) the Auckland Council and Northland Regional Council’s co-funding of the Kaipara Moana Remediation Programme will be equal proportions and may be through cash and ‘in-kind’ contributions (such as staff time and expertise and/or the use of council facilities);

(i) for the first financial year of the Joint Committee, the co-funding towards the Kaipara Moana Remediation Programme from Auckland Council will be up to $1.0 million, and the co-funding from Northland Regional will be up to $0.5 million. Any commitment from Auckland Council or Northland Regional Council to funding the remaining five (5) years is contingent on their respective Long Term Plans; and

(j) the parties will continue to engage with each other and through the Future Kaipara Moana Body to span the funding and period gap to fully achieve the ultimate goals of the Kaipara Moana Remediation Programme (a further $100 million for the remaining four (4) years).
7.3 The Joint Committee will assist Member Parties in decisions required to finalise a grant funding with the Crown.

8. Other councils
8.1 Parties record that the Kaipara District Council and Whangarei District Council support the outcomes of the Kaipara Moana Remediation Programme. While this programme does not directly align with their statutory function and they will not therefore be direct funders of remediation, and so are not signatories to this Memorandum or part of the Joint Committee, they will continue to support, assist and provide expertise to strategic direction setting and will work alongside iwi, hapū and the community within each district.

8.2 The Northland Regional Council will liaise with the Kaipara District Council and Whangarei District Council as required, both during the Joint Committee phase and once the Future Kaipara Moana Body has been established and the Joint Committee dissolved, to seek input on direction setting of the Kaipara Moana Remediation Programme (until the strategy for the Kaipara Moana catchment required by legislation is approved by the Future Kaipara Moana Body) and provide implementation progress updates.

9. Term of Memorandum
9.1 This Memorandum commences on the date that the parties’ duly authorised representatives sign it, and continues in force until all obligations under this Memorandum are fulfilled, or earlier in the event:
   (a) this Memorandum is terminated by mutual agreement of the parties;
   (b) of a dispute or difference between the parties that cannot be resolved through the process specified in clause 10.2 within twenty (20) business days of referral to the Chief Executives or executive leaders (or such longer time agreed between the parties); or
   (c) of material default by one of the parties that is not remedied within a reasonable period after the default is notified.

   (Term).

9.2 Upon the expiry of the Term, this Memorandum will be deemed automatically terminated as between the parties.

10. Dispute Resolution
10.1 If a dispute or difference arises out of or in connection with this Memorandum or the Joint Committee, any party may give written notice to the other parties specifying the nature of the dispute and brief details of the dispute. The parties must endeavour in good faith to resolve the dispute.

10.2 If the parties are unable to resolve the dispute within ten (10) business days of the date of the relevant dispute notice under clause 11.1 (or such longer time agreed between the parties), any party may refer the matter to the Chief Executives or other executive leaders for resolution.

10.3 In considering any dispute or difference pursuant to this clause, the parties will have regard to the Vision and the Key Principles.
10.4 No party shall commence any legal proceedings in relation to any dispute, difference or question arising out or in connection with this Memorandum or the Joint Committee, unless urgent court action is necessary to preserve a party’s rights.

10.5 All parties shall continue to perform their obligations under this Memorandum and the Joint Committee as far as possible, acting reasonably, as if no dispute or difference had arisen pending the final resolution.

11. Changes to Memorandum
Any changes to this Memorandum shall be made in writing, agreed by the parties and signed by persons authorised to do so on behalf of each of the parties and such changes shall be attached to and form part of this Memorandum.

12. Primary Contacts
The parties will throughout the Term appoint a suitably qualified and experienced primary contact (Primary Contact) for the other parties to liaise and contact in respect of the relationship formed between them pursuant to the Memorandum. On entering into this Memorandum the parties respective Primary Contacts are as listed at Annexure 3.

13. Confidentiality
Unless otherwise mutually agreed between the parties, the parties must keep all information and data (in any form) disclosed by one party to the other in connection with this Memorandum confidential, except to the extent that disclosure is required:

(a) by law (including obligations under the Official Information Act 1982, the Local Government Official Information and Meetings Act 1987 and the Privacy Act 1993) provided that the disclosing party advises the other parties of the requirement as soon as practicable before such disclosure is made;

(b) to allow each of the parties to comply with their obligations to its respective leadership and internal governance obligations;

(c) as the Crown may be required by a Select Committee or a Minister of the Crown, parliamentary convention or by procedures in relation to the appropriation of public money;

(d) to its directors, employees or contractors who need to know such information for the purpose of this Memorandum; and to its professional advisers or auditors for a proper purpose, provided that the disclosing party ensures that each such person to whom it discloses confidential information complies with the restrictions in this clause as if such person were a party to this Memorandum; and

(e) if and to the extent the information:

(i) was known to the receiving person before the information was disclosed to it; or

(ii) is disclosed to the receiving person on a non-confidential basis by a third party who has the right to make such disclosure; or

(iii) is generally available to the public through no fault of the receiving person; or

(iv) is developed by the receiving person independently of the information disclosed by the disclosing party.
Signed on behalf of

Her Majesty the Queen acting by and through the Minister for the Environment

Signed: __________________________ Date: __________________________
Hon David Parker

Northland Regional Council

Signed: __________________________ Date: __________________________
Penny Smart - Chair

Auckland Council

Signed: __________________________ Date: __________________________
Phil Goff – Mayor of Auckland

Ngā Maunga Whakahi o Kaipara

Signed: __________________________ Date: __________________________

[ ]

Te Roroa

Signed: __________________________ Date: __________________________

[ ]

Te Uri o Hau

Signed: __________________________ Date: __________________________

[ ]

Ngāti Whātau Ōrākei

Signed: __________________________ Date: __________________________

[ ]

Te Runanga o Ngāti Whātau

Signed: __________________________ Date: __________________________

[ ]
Annexure 1.

Kaipara Harbour with its associated catchments
Annexure 2.
Indicative Business Case

[PLACE REVISED MAP IF REQUIRED]
Annexure 3.

Primary Contacts:

(a) The Primary Contact for the Ministry for the Environment on behalf of the Crown is:
   Name:
   Address: 23 Kate Sheppard Place, Wellington
   Telephone:
   Email:

(b) The Primary Contact for Northland Regional Council is:
   Name:
   Address:
   Telephone:
   Email:

(c) The Primary Contact for Auckland Council is:
   Name:
   Address:
   Telephone:
   Email:

(d) The Primary Contact for the respective Kaipara Uri bodies are as follows:
   (i) The Primary Contact for Ngā Maunga Whakahī o Kaipara is:
       Name:
       Address:
       Telephone:
       Email:

   (ii) The Primary Contact for Te Roroa is:
       Name:
       Address:
       Telephone:
       Email:

   (iii) The Primary Contact for Te Uri o Hau is:
       Name:
       Address:
       Telephone:
       Email:

   (iv) The Primary Contact for Ngāti Whātua Ōrākei is:
       Name:
       Address:
Telephone:
Email:

(v) The Primary Contact for Te Rūnanga o Ngāti Whātua is:
Name:
Address:
Telephone:
Email:
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Kaipara Moana Remediation Governance Partnership (Joint Committee)

Terms of Reference

Background

The Kaipara Harbour (Kaipara Moana) is New Zealand’s largest harbour and is suffering from decreased and degraded water quality issues. In July 2020 the New Zealand government confirmed funds would be allocated to address freshwater management matters, particularly sediment runoff, with the aim of achieving environmental and associated outcomes for Kaipara Moana and its catchment.

The Kaipara Moana Remediation Governance Partnership is set up as a joint committee by the Mayor of Auckland Council and the Northland Regional Council, and Kaipara Uri, to coordinate decisions relating to funding allocated to provide environmental and associated outcomes for Kaipara Moana.

The key principles of the Joint Committee are set out in the parties’ Memorandum of Understanding dated xx 2020.

‘Kaipara Uri’ is the term taken by Ngā Maunga Whakahī o Kaipara, Te Roroa, Te Uri o Hau Settlement Trust, Ngāti Whātua Ōrākei and Te Rūnanga o Ngāti Whātua, when engaging collectively on matters relating to Kaipara Moana and its catchment. Together with Auckland Council and the Northland Regional Council, these are the member parties to the Joint Committee.

Purpose and Responsibilities

The purpose of the Joint Committee is to carry out the decision-making responsibility in relation to the allocation of funds for the Kaipara Moana Remediation programme, including funding from the Crown and councils, and contributions (e.g. from landowners or others) needed to access funding from Crown and councils for remediation works. This includes (but is not necessarily limited to):

(a) providing stewardship and governance over the expenditure of the Crown Grant and council funding, as well as contributions from land-owners;
(b) commissioning and approving remediation budgets and work-plans for the Kaipara Moana Remediation programme;
(c) assisting councils and Kaipara Uri in any consideration of funding arrangements with the Crown and other parties as may be required;
(d) formulating and recommending to councils and Kaipara Uri the preferred Kaipara Moana Remediation operations vehicle to undertake operational works as directed by an approved long-term annual remediation budget and work-plan;
(e) assisting the work of councils and Kaipara Uri on any audit and reporting obligations;
(f) assisting councils and Kaipara Uri in its review and consideration of the Funding Agreement; and
(g) assisting and supporting signatory entities to the Funding Agreement with any audit and reporting obligations required in respect of the Crown Grant and council contributions.

Powers (Delegations)

All powers of the Governing Body of the Auckland Council and the Northland Regional Council necessary to perform the Joint Committee’s responsibilities.
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Except the powers that neither Auckland Council nor the Northland Regional Council can delegate under schedule 7, clause 32(1) of the Local Government Act 2002, being the power to:

(a) make a rate; or
(b) make a bylaw; or
(c) borrow money, or purchase or dispose of assets, other than in accordance with the long-term plan; or
(d) adopt a long-term plan, annual plan, or annual report; or
(e) appoint a chief executive; or
(f) adopt policies required to be adopted and consulted on under this Act in association with the long-term plan or developed for the purpose of the local governance statement; or
(g) adopt a remuneration and employment policy.

**Frequency of meetings:** Quarterly or as determined by the Joint Committee.

**Membership:** The membership of the Joint Committee will be as follows:

(a) six (6) appointed by Kaipara Uri entities;
(b) three (3) appointed by Auckland Council (at least one (1) of which is an elected member of Auckland Council); and
(c) three (3) appointed by Northland Regional Council (at least one (1) of which is an elected member of Northland Regional Council).

The members of the Joint Committee shall appoint, by majority decision of the members:

(a) A Chair (from one (1) of the representatives appointed by Kaipara Uri entities); and
(b) A Deputy Chair (from one (1) of the representatives appointed by either Auckland Council or Northland Regional Council).

Members of the Joint Committee are appointed for a term of 3 years unless a member is discharged by their appointer or resigns earlier.

Members can be reappointed by their appointer.

Resignation is by written notice to the relevant appointer. As a matter of courtesy, each appointer will then inform the Joint Committee of discharges, resignations and reappointments.

**Ex officio:** Whereas the Mayor of Auckland is a member of all committees by virtue of section 9(8) of the Local Government (Auckland Council) Act 2009, the Mayor has agreed not to exercise this right of membership, except in the case where the Mayor is called to do so due to the absence of one of the Auckland Council appointed members.

**Discharge of Joint Committee:** Unless the Auckland Council and the Northland Regional Council resolve otherwise, this Joint Committee is deemed to be discharged and disestablished on the earlier date of either:

(a) the coming into office of the members of the Auckland Council or Northland Regional Council elected or appointed at, or following, the triennial general election of members next after the appointment of this Joint Committee; or
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(b) the establishment of a future Kaipara Moana Body, anticipated to be created by statute with representation from Kaipara Uri, Auckland Council, Northland Regional Council, Kaipara District Council and Whangarei District Council.

Quorum: The quorum for a meeting of a Joint Committee is:
(a) half of the members if the number of members of the Joint Committee (including vacancies) are even
(b) a majority if the number of members of the Joint Committee (including vacancies) are odd

and provided that at least one (1) Joint Committee member is present from each of the member parties.

Voting rights: Decisions will be made by majority. However, the Joint Committee will seek to operate on the principle of consensus decision-making. When decisions are required and put to a vote, the chair or other person presiding at a meeting:

(a) has a deliberative vote; and
(b) does not have a casting vote (and therefore in the case of an equality of votes, the act or question is defeated and the status quo is preserved).

Support and attendance: The Joint Committee shall be entitled to invite guests or experts to attend any meeting and, at the request of the Joint Committee, participate in discussions on, and assist the Joint Committee in its consideration of, matters that are on the agenda.

Any member of the Auckland Council and the Northland Regional Council or of a committee of the Auckland Council and the Northland Regional Council, has, unless lawfully excluded, the right to attend any meeting of the Joint Committee.

Every meeting of the Joint Committee is open to the public, except as otherwise provided by Part 7 of the Local Government Official Information and Meetings Act 1987.

Standing Orders: Standing orders will be those of the council that provides administrative and governance support to the Joint Committee. Where there is any inconsistency between the Terms of Reference and the standing orders, the provisions of the Terms of Reference prevail.

Review of these Terms of Reference: These terms of reference are to be reviewed at least annually by the Joint Committee, with variation to the terms of reference agreed by the appointing parties.
Kaipara Moana Remediation Programme

File No.: CP2020/09796

Te take mō te pūrongo
Purpose of the report

1. Seek the views of the Rodney Local Board on a Memorandum of Understanding proposed to be signed by Auckland Council with the Crown, Kaipara Uri entities and the Northland Regional Council, to progress the proposed Kaipara Moana Remediation Programme, and to establish a joint committee to provide stewardship and governance for the same.

Whakarāpopototanga matua
Executive summary

2. On 3 July 2020 the Minister for the Environment confirmed a Crown funding contribution of up to $100 million towards $200 million for the first six-year Kaipara Moana Remediation Programme. The Crown has offered to provide up to $12 million for the first year of the remediation programme, with the balance of Crown funding to year six being conditional to confirmation of fifty percent council and landowner contribution by the end of financial year 2020-2021, including councils having secured funding contributions through their respective Long-term Plan 2021-2031 processes.

3. Crown funding will come from the $1.1 billion Jobs for Nature package in the 2020 Budget.

4. An indicative business case for the proposed Kaipara Moana Remediation Programme was provided to ministers in October 2019. Development of the Kaipara Moana Remediation Programme was preceded considerable scientific work on the environmental impact of sediment – or eroded soil – on the Kaipara Harbour (Kaipara Moana) and how sediment rates might be reduced, close collaboration between councils and Kaipara Uri, and engagement with Ministers through 2018 and 2019.

5. The Minister for the Environment now has invited councils and Kaipara Uri entities (representative bodies for Te Uri o Hau, Te Roroa, Ngā Maunga Whakahī o Kaipara and Ngāti Whātau Ārakei, as well as the statutory Māori trust board Te Rūnanga o Ngāti Whātau) to sign a Memorandum of Understanding with the Crown to progress the proposed remediation programme.

6. A draft Memorandum of Understanding has been prepared by government officials, council staff and Kaipara Uri representatives (Attachment A to the agenda report). It identifies the parties to the Kaipara Moana Remediation Programme, sets out the background and acknowledges key aspects of it. It also provides the vision, purpose, key principles, investment objectives, and proposed funding arrangements for the Kaipara Moana Remediation Programme. If agreed, the Memorandum of Understanding can be signed in August 2020.

7. During development of the proposed Kaipara Moana Remediation Programme, parties identified that it is of sufficient scale and complexity, including involvement by two councils and five Kaipara Uri entities, to benefit from a shared governance arrangement.

8. Council staff have identified that the most suitable governance vehicle for the Kaipara Moana Remediation Programme is a joint committee, pursuant to clause 30(1)(b) and 30A of Schedule 7 of the Local Government Act 2002. Taking this approach will anticipate the creation of a statutory co-governance body for Kaipara Moana through Treaty settlement legislation, involving equal membership of councils and Kaipara Uri members.

9. Draft Terms of Reference for the proposed joint committee have been drawn up by council staff and Kaipara Uri representatives, for agreement by respective councils and Kaipara Uri entities (Attachment B to the agenda report), and with the proposal Auckland Council appoints three members to the committee.
10. If agreed, the proposed joint committee can meet in August and begin to provide stewardship and governance for the remediation programme, including assisting in consideration and recommendation of a Year One funding agreement with the Crown.

Ngā tūhohunga
Recommendation/s
That the Rodney Local Board:

a) support the Mayor to sign on behalf of Auckland Council the Memorandum of Understanding in Attachment A, with the Crown, Kaipara Uri entities and the Northland Regional Council, to progress the Kaipara Moana Remediation Programme

b) support the establishment a joint committee with the Northland Regional Council and Kaipara Uri entities (the ‘Kaipara Moana Remediation Governance Partnership’) pursuant to clause 30(1)(b) and 30A of Schedule 7 of the Local Government Act 2002, to provide stewardship and governance to the Kaipara Moana Remediation Programme

c) support the adoption of the Terms of Reference in Attachment B

d) note that the Kaipara Moana Remediation Governance Partnership can only be established when all parties confirm agreement to the Terms of Reference

e) subject to the Kaipara Moana Remediation Governance Partnership being established, nominate one (1) Rodney Local Board member to be appointed to the Kaipara Moana Remediation Governance Partnership for Auckland Council

f) note that the Crown funding contribution of up to $100 million towards $200 million for the first six-year Kaipara Moana Remediation Programme, is conditional to confirmation of fifty percent council and landowner contribution by the end of financial year 2020-2021, including councils having secured funding contributions through their respective Long-term Plan 2021-2031 processes

g) note that the Crown will provide, subject to a funding agreement being signed, an initial contribution for the Kaipara Moana Remediation Programme of up to $12 million for financial year 2020-2021

h) note that $15 million has been set aside from the water quality targeted rate to support sediment reduction in the Kaipara, and that a $10 million contribution to the first six years of the proposed Kaipara Moana Remediation Programme could be made without a requirement for new budget

Horopaki
Context

Government confirmation of funding contribution
11. On 3 July 2020 the Minister for the Environment wrote to Mayor Goff and other mayors and chairs confirming a Crown contribution of $100 million towards the proposed Kaipara Moana Remediation Programme (Attachment C to the agenda report). This preceded a government announcement on 5 July 2020 for funding for Kaipara remediation, alongside 22 other ‘environmental jobs’ projects with a combined value of around $62 million.¹

12. Councils and Kaipara Uri responded to the announcement with a joint media release (Attachment D to the agenda report).


Kaipara Moana Remediation Programme
13. In his letter, the Minister for the Environment invited councils and Kaipara Uri to coordinate public announcements, and negotiate a Memorandum of Understanding (MOU) with the Crown in order to progress the proposed Kaipara Moana Remediation Programme (the programme).

14. Council staff and Kaipara Uri have worked with Crown officials and prepared a draft MOU for approval by Auckland Council, the Northland Regional Council, and the respective Kaipara Uri entities.

15. ‘Kaipara Uri entities’ are the representatives bodies for Te Uri o Hau, Te Roroa, Ngā Maunga Whakahī o Kaipara and Ngāti Whātua Orākei, as well as the statutory Māori trust board Te Rūnanga o Ngāti Whātua. When working together on issues relating to Kaipara Moana, these entities refer to themselves collectively as ‘Kaipara Uri’ (literally, ‘descendants of the Kaipara’). The Kaipara Uri entities have formed the Kaipara Moana Negotiations Reference Group to coordinate their engagement with the Crown and councils.

Long-identified environmental issues for Kaipara Moana

16. Numerous scientific studies over decades have documented the degradation of Kaipara Moana by sediment, or eroded soil, coming from the land and the stream-banks across its extensive approximately 6,000 km² catchment.

17. In late 2017 the ‘Kaipara Harbour Sediment Mitigation Study’, commissioned by the Northland Regional Council and Auckland Council through the Natural Environment Strategy unit, was released. This significant study identified a range of approaches to reduce sediment loss, documented costs of doing so, and modelled scenarios that indicated the more cost-effective approaches to take. The study also identified basic financial barriers for land-owners to undertake mitigations in a timely manner.

Commitment in 2018 by councils and Kaipara Uri to undertake business case work

18. In 2018, Kaipara Uri representatives on the Kaipara Moana Negotiations Reference Group and council representatives on the joint councils’ Kaipara Moana Working Party, discussed and agreed in principle that environmental degradation of Kaipara Moana was a pressing issue requiring action. Waiting for the establishment of a statutory Treaty settlement co-governance body before taking action was not considered reasonable.

Engagement with Ministers 2018 and 2019

19. In 2018 and 2019, ministerial visits to Kaipara Moana were arranged at the invitation of Kaipara Uri, working in coordination with councils. These visits provided an opportunity for ministers to see the problem of sediment in the harbour first hand.

20. In late 2018 the Minister for the Environment confirmed ministers welcomed development of a business case for remediation from councils and Kaipara Uri, to understand better the range of actions needed to improve Kaipara Moana, and identify where efforts can be targeted for best effect. An indication was also given the government was willing to consider funding assistance for programme implementation.

Work to develop indicative business case

21. At the beginning of 2019, Healthy Waters contracted MartinJenkins to assist councils and Kaipara Uri prepare a business case for environmental remediation of Kaipara Moana. MartinJenkins facilitated a series of workshops, attended by Kaipara Uri representatives, council staff with expertise in water quality science, land management and governance, independent scientific and environmental strategy experts, and staff from the Ministry for the Environment and the Ministry of Primary Industries. The indicative business case was completed in August 2019.

Visit to Kaipara by Prime Minister

22. On 11 August 2019, the Prime Minister and Minister for the Environment visited a dairy farm at Titoki on the Mangakahia River, a tributary to the Wairoa River in the northern Kaipara
catchment. The Prime Minister announced the Kaipara as an ‘exemplar catchment’, eligible to receive funding from a new $12 million government clean waterway fund.

23. The visit provided an opportunity to demonstrate to the Prime Minister work already underway by farmers, and the willingness generally of Kaipara communities to address water-quality issues, but also to stress that a more ambitious approach was required.

Provision of remediation business case to Ministers

24. In October 2019 councils and Kaipara Uri provided the Kaipara Moana Remediation indicative business case to ministers, with an invitation to discuss how the proposed remediation programme might be funded – the business case set out a programme and identified costs to undertake the remediation works, but was silent on funding contributions.

COVID-19 crisis and Budget 2020 ‘Rebuilding Together’

25. Ministers were expected to respond to the Kaipara remediation proposal in February or March 2020. The COVID-19 crisis then overtook matters.

26. The government’s Budget 2020, released on 14 May with a focus on economic recovery, set aside $1.1 billion to create environmental jobs. The Minister of Finance identified Kaipara as an area for support.

Tātaritanga me ngā tohutohu
Analysis and advice

Draft Memorandum of Understanding

27. The draft MOU is designed to progress the proposed Kaipara Moana Remediation Programme (Attachment A). It identifies the parties, sets out the background to the programme, and acknowledges key aspects of it. The MOU then provides the vision, purpose, key principles and investment objectives for the programme.

28. The MOU also sets out key elements of the programme, such as the intention to create a joint committee to provide governance and stewardship, funding arrangements, and other matters.

29. If agreed, signing the MOU provides parties an opportunity to record their commitment to the programme and, with the establishment of shared governance, will allow a funding agreement for Year one (1) to be concluded with the Crown in a timely manner.

30. A funding agreement for Years two (2) to six (6) of the programme (or an extension to the Year 1 agreement), can be concluded when councils have gone through their respective Long Term Plan processes – that is, in mid-2021.

Conditions of Crown funding after Year 1

31. The Crown has offered to provide up to $12 million for Year one (1) of the proposed programme. No requirement is placed on councils at this time, but it is assumed councils will contribute through existing budgets, including staff time and other in-kind contributions.

32. Crown contributions of up to $100 million in total for the first six years of the programme are conditional to confirmation of a fifty percent (50%) council and landowner co-funding contribution by the end of financial year 2020-2021. Confirmation includes councils having secured co-funding through their respective Long-term Plan 2021-2031 processes.

Mix of contributions is a common approach

33. Auckland Council and the Northland Regional Council have existing programmes that offer a fifty percent (50%) contribution to landowners who wish to undertake work to improve water quality, such as fencing and riparian planting. These programmes have been oversubscribed for several years. Similar programmes exist around New Zealand and landowners and agricultural sector organisations are generally familiar with and support them.
34. For the remediation programme, a similar approach of contributions by landowners for works undertaken on individual properties is envisaged, including in-kind contributions from labour.

35. Because of specific circumstances in the Kaipara catchment, where farms with highly erodible land (around 13 percent of the catchment) will require a greater amount of remediation work, an overall landowner contribution of less than fifty percent (50%), factoring in a contribution from councils, should result in an improved and timely uptake of works.

Future funding in Years 7 to 10

36. The remediation programme is anticipated to take 10 years to complete at an overall cost of around $300 million.

37. At this stage the Crown has not committed to provide funding after Year 6. The MOU however records that “parties will continue to engage with each other … to span the funding and period gap to fully achieve the ultimate goals of the Kaipara Moana Remediation Programme (a further $100 million for the remaining four (4) years)”.

Need for shared programme governance

38. In developing the remediation programme, parties identified it is of sufficient scale and complexity to benefit from:
   i) a shared governance arrangement
   ii) an operational vehicle to deliver the remediation programme, able to span two regional council boundaries and facilitate works across an extensive catchment.

39. Areas of complexity include involvement by two councils and five iwi entities, a need for works to be undertaken at pace and scale across a large catchment area, plus a desire for an integrated catchment management approach.

Anticipated statutory co-governance body provided through Treaty settlement

40. In 2014, through the ‘Kaipara Moana Framework Agreement’, the Crown committed to provide Kaipara Uri a statutory co-governance body (the ‘Kaipara Moana Body’), with equal membership by councils and Kaipara Uri. The co-governance body would give Kaipara Uri a formal means of contributing, in partnership with councils, to local body decision-making relating to Kaipara Moana.

41. The Crown is currently working to conclude negotiations with Kaipara Uri to achieve this. When a deed of settlement is signed by the Crown and Kaipara Uri, Parliament will need to consider passing appropriate legislation. This process is expected to take between one and two years to complete.

Governance for remediation programme proposed through a joint committee

42. In the absence of a statutory co-governance body, council staff have identified that the most suitable governance vehicle for the remediation programme is a joint committee, pursuant to clause 30(1)(b) and 30A of Schedule 7 of the Local Government Act 2002.

43. If agreed, this approach would be consistent with Crown policy for statutory co-governance bodies involving councils and mana whenua groups, and with what is proposed specifically for Kaipara Moana: a body with an equal number of council and iwi members (co-governance), and with the co-governance body deemed to be a joint committee under the Local Government Act 2002.

Terms of Reference for proposed joint committee

44. Draft Terms of Reference have been prepared for the proposed joint committee (Attachment B), with the name “Kaipara Moana Remediation Governance Partnership” sought for the committee by Kaipara Uri.
45. Appointing a joint committee under Schedule 7 of the Local Government Act 2002 requires a local authority to reach agreement with every other local authority or public body that is to appoint members of the committee.

46. The process proposed to be followed is that, once Auckland Council and the Northland Regional Council have agreed to establish a joint committee and have agreed Terms of Reference for it, and when the Kaipara Uri entities have done the same, the joint committee will be formally appointed. Noting that each council and Kaipara Uri entity will undertake appropriate decision-making processes to confirm agreement.

47. Matters required for agreement under clause 30A(2) of Schedule 7 of the Local Government Act 2002, are summarised in the table below:

<table>
<thead>
<tr>
<th>Required matters for agreement</th>
<th>How this is specified in draft TOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of members of each local authority or public body appointing to the committee</td>
<td>Six (6) appointed by Kaipara Uri entities</td>
</tr>
<tr>
<td></td>
<td>Three (3) appointed by Auckland Council</td>
</tr>
<tr>
<td></td>
<td>Three (3) appointed by Northland Regional Council</td>
</tr>
<tr>
<td>How the chairperson and deputy chairperson of the committee are appointed</td>
<td>A chair from one (1) of the representatives appointed by Kaipara Uri entities</td>
</tr>
<tr>
<td></td>
<td>A deputy Chair from one (1) of the representatives appointed by either Auckland Council or Northland Regional Council</td>
</tr>
<tr>
<td>Terms of reference for the committee</td>
<td>See draft Terms of Reference at Attachment B</td>
</tr>
<tr>
<td>What responsibilities (if any) are delegated to the committee by each local authority or public body</td>
<td>All powers of the Governing Body of the Auckland Council and the Northland Regional Council necessary to perform the Joint Committee’s responsibilities, except the powers that neither Auckland Council nor the Northland Regional Council can legally delegate, for example those powers in schedule 7, clause 32(1) of the Local Government Act 2002. [details in draft Terms of reference]</td>
</tr>
<tr>
<td>How the agreement may be varied</td>
<td>Terms of reference are to be reviewed at least annually by the Joint Committee, with variation to the terms of reference agreed by the appointing parties.</td>
</tr>
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</table>

48. The preference of Kaipara Uri is for the joint committee to be chaired by a Kaipara Uri appointee, with the deputy chair appointed by councils. This approach is consistent with that currently proposed for the future statutory co-governance body for Kaipara Moana.

When established, joint committee to consider and recommend funding agreement with Crown

49. The joint committee, if formed, will be able to consider the details of a funding agreement for the remediation programme with the Crown, and make recommendations as required to the respective councils (and Kaipara Uri entities) to finalise that agreement.
Joint committee to consider best operational vehicle for remediation programme

50. Options for an operational vehicle to deliver the remediation programme can be considered by the proposed joint committee. It is anticipated this can happen relatively quickly.

51. Establishment of an operational vehicle may take time, however, and will largely depend on what decision-making by Auckland Council and the Northland Regional Council (and Kaipara Uri entities) is required.

52. As an interim and pragmatic step to ensure remediation work gets underway in Year 1 of the programme, existing council business units can provide required operational support, with staff time accounted for as an in-kind contribution by councils to the programme. Kaipara Uri entities may also have staff who can be seconded to work on the programme.

Joint committee transitions to statutory co-governance body at some future point

53. As noted, the Crown has committed to providing a statutory co-governance body, comprising equal membership by councils and Kaipara Uri, for the future governance of Kaipara Moana. This future body will have the scope to take up governance responsibilities for the remediation programme, alongside other functions such as producing a vision and strategy document.

54. The draft MOU records the intention that the joint committee will hand over its role to the future statutory co-governance body. This will avoid a situation where councils sit with Kaipara Uri representatives on two co-governance entities, each requiring support to administer and run.

Remediation programme consistent with Auckland Council’s regional council functions

55. The proposed remediation programme is consistent with the regional council functions Auckland Council has a unitary authority, including responsibilities to manage and support water quality outcomes.

Roles of the Kaipara District Council and the Whangarei District Council

56. The draft MOU records that Kaipara District Council and Whangarei District Council support the outcomes of the Kaipara Moana Remediation Programme. “While the district councils will not be direct funders of remediation, and so are not signatories to the MOU nor part of the proposed joint committee, they will continue to support, assist and provide expertise to strategic direction setting and will work alongside iwi, hapū and the community within each district.”

57. It is anticipated the Kaipara District Council and Whangarei District Council will be represented on the future statutory co-governance body for Kaipara Moana. The Northland Regional Council will work with the district councils to agree protocols for future decision-making on the proposed remediation programme.

What the remediation programme will not deliver

58. The proposed remediation programme will not solve all environmental problems faced by Kaipara Moana and its catchment. However, the programme is expected to meaningfully reduce contaminant loads discharged to the harbour and primarily eroded sediment. Success of the programme requires sedimentation to be reduced to below ‘ecological effects thresholds’ of the harbour ecosystem.

59. The Crown has responsibility for fisheries management and will need to ensure a sustainable approach is taken in Kaipara Moana, consistent with the objectives of and investment it will make in the remediation programme. Improved land and water management throughout the Kaipara Moana catchment is expected to support improved productivity within the harbour.
Employment outcomes

60. A focus for government funding under Budget 2020 is job creation, to help weather the anticipated COVID-19 economic recession and accompanying job losses. The proposed remediation programme should produce significant employment outcomes.

61. An economic impact analysis of the programme has identified a likely yearly requirement for 180 direct jobs (from entry level planting and fencing, as well as skilled employment pathways for land management advisors), 110 indirect jobs (such as nurseries and fencing material provision), and 80 induced jobs. These job numbers are calculated from the yearly average of jobs required to implement the programme over 10 years.

Tauākī whakaaweawe āhuarangi
Climate impact statement

62. Sediment is a catch-all contaminant. Reducing sediment loss through the proposed programme is expected to generate wider co-benefits for other water quality contaminants, processes, habitats and values.

63. Farm system resilience will come through a combination of:
   - wetland regeneration to detain stormwater, increase stream baseflow and reduce stream peakflow
   - stream and river stabilisation by stock-exclusion (fencing), riparian planting, and geomorphically effective management solutions
   - highly ero-dible land stabilisation by space-planting trees, limited pastoral land retirement and strategic afforestation
   - innovative green engineered devices, such as detention bunds to detain stormwater and reduce the damage of high rates of surface runoff on water quality and pastoral quality.

64. Substantial benefits to carbon sequestration will occur from expected planting of 32 million native plants on stock-excluded waterways, nine million trees for hill-side stabilization, and wetland regeneration. In addition, stabilisation of land and water to extremes of rainfall will enhance resilience of the Kaipara Moana catchments to future climate change effects.

Ngā whakaaweawe me ngā tirohanga a te rōpū Kaunihera
Council group impacts and views

65. There are interconnections between the proposed remediation programme and the wider regulatory environment. For example, Farm Environment Plans (FEP) are fundamental to the operational approach proposed. A land-owner will be supported through the programme to complete a FEP. The FEP will identify prioritised remediation actions tailored to individual farms, catchments, and farmers. The remediation programme will in turn support the land-owner to undertake those actions.

66. This approach aligns strongly with farm plans for freshwater quality becoming mandatory of pastures and horticulture nationwide, through the National Environment Standard for Freshwater (NESFW).

67. In addition, actions proposed to be supported through the remediation programme are strongly aligned with and will in many instances exceed national minimum standards for stock exclusion from streams, lakes and wetlands, riparian planting, and stabilisation of highly ero-dible land. The remediation programme FEPs and incentivised funding are expected to ensure land-owners are compliant with the NESFW.

68. The proposed remediation programme has not budgeted to undertake pest control work. Controlling possums and deer is nevertheless important to successfully implement riparian planting and tree-planting for hillside stabilisation. Auckland Council’s Environmental Services unit supports pest control programmes, including in the Kaipara catchment. It will be important at an operational level for the remediation programme to work closely with
these Environmental Services led initiatives, as well as other initiatives funded through the Department of Conservation or undertaken by community groups.

Ngā whakaaweawe ā-rohe me ngā tirohanga a te poari ā-rohe
Local impacts and local board views

69. This paper seeks the views of the Rodney Local Board. Board views will be relayed to the Governing Body when it considers matters covered in this report on 30 July 2020.

Tauākī whakaaweawe Māori
Māori impact statement

70. If agreed, the Kaipara Moana Remediation Programme, including the approach taken in its development and the governance partnership through a joint committee, will help achieve Māori outcomes. In particularly, it will contribute to addressing long-standing environmental issues that have been of great concern to Kaipara Uri for generations.

71. As recorded in the draft MOU, the proposed programme rests on key principles of rangapu (partnership) and kaitiakitanga (guardianship), the latter being the role and responsibility of Kaipara Uri to exercise their tikanga to remediate, restore and protect the mauri of Kaipara Moana. Importantly, councils and Kaipara Uri jointly developed the indicative business case for the programme, then provided it jointly to ministers to seek Crown funding.

72. Kaipara Uri have indicated it is important to them that councils take consistent approach to governance for Kaipara Moana. If agreed, establishing the ‘Kaipara Moana Remediation Governance Partnership’ as a joint committee, with equal seats between councils and Kaipara Uri, anticipates the statutory co-governance body the Crown has committed to provide Kaipara Uri.

73. Establishment of the joint committee should also help meet Local Government Act 2002 (section 81(1)) obligations for local authorities to ‘establish and maintain processes to provide opportunities for Māori to contribute to the decision-making processes of the local authority’.

74. Kaipara Uri entities, and other Māori organisations in the wider Kaipara Moana catchment, will have opportunities to provide environmental, labour and advisory services to the remediation programme. There is scope too for engagement by marae and hapū. These opportunities will meet some of the local development aspirations of Kaipara Uri entities and other Māori in the wider catchment of Kaipara Moana.

Ngā ritenga ā-pūtea
Financial implications

75. As noted, the Crown funding contribution of up to $100 million towards $200 million for the first six-year Kaipara Moana Remediation Programme, is conditional to confirmation of fifty per cent council and landowner contribution by the end of financial year 2020/2021, including the councils having secured funding contributions through their respective Long-term Plan 2021-2031 processes.

76. The preliminary view is that a reasonable landowner contribution to the cost of remediation works on their properties may be 40% of costs, and that if adopted this would mean a Council contribution of 10% or $20 million over the first six years of the project, proposed to be split evenly between Auckland Council and Northland Regional Council.

77. Under current budgetary planning, $15 million has been set aside from the water quality targeted rate to support sediment reduction in the Kaipara, starting in 2020 and continuing to 2030. This means that a proposed $10 million contribution to the first six years of the proposed Kaipara Moana Remediation Programme could be made without a requirement for new budget.
78. For the first year of the proposed programme, the Crown will provide $12 million. Auckland Council can contribute up to $1.0 million, while the Northland Regional Council has up to $0.5 million to contribute.

Ngā raru tūpono me ngā whakamaurutanga

Risks and mitigations

79. Labour force mobilisation is likely to be a significant challenge for the proposed remediation programme. To mitigate this risk, programme partners and particularly Kaipara Uri entities, can engage with training sector providers to make them aware of the employment and training needs. With the opportunity of Ministry of Economic Development assistance, Kaipara Uri entities are considering establishing of a ‘Jobs and Skills Hub’ to undertake localised job matching and training. Kaipara Uri entities are also considering establishing their own labour provision services.

80. Failing to secure land-owner support for the proposed programme is a risk. To mitigate this risk, communication and engagement with community groups, landowners, agricultural sector organisations, marae and hapū groups, and Māori land owners, will be critical.

81. The wider economic environment in New Zealand remains uncertain. A significant down-turn in global commodity prices would lower the ability of Kaipara land-owners to contribute to remediation works and slow their completion. To mitigate this risk, farm environment plans can identify multi-year actions, allowing land-owners to distribute cost over time. Economies of scale generated by the programme should also assist.

82. Weather poses a risk. The recent drought across Auckland and Northland has negatively impacted farm revenues. Anecdotally, many trees planted in the last planting season in the Kaipara have not survived the drought. Heavy rain events are also a risk. Careful management and planning of remediation works is required to mitigate these risks.

Ngā koringa ā-muri

Next steps

83. Views of the Rodney Local Board will be relayed to the Governing Body.

84. If agreed by the Governing Body, the Memorandum of Understanding can be signed with the Crown, Kaipara Uri and the Northland Regional Council in August 2020. This will provide an opportunity for media and communications to promote the programme.

85. Also if agreed, the joint committee can be established, and move relatively quickly to meet and:

- consider and recommend a Year 1 funding agreement with the Crown
- commission and approve a Year 1 remediation budget and work-plan for the Kaipara Moana Remediation Programme
- consider and endorse pragmatic Year 1 arrangements with existing council business units to deliver operational outcomes, until an appropriate operational vehicle is established
- formulate the purpose, functions and structure of a vehicle or other arrangement to undertake operational activities required for the programme, and recommend to councils and Kaipara Uri any decisions or actions required to establish it.

86. Work can also begin by councils on their respective Long-term Plan processes to ensure council and landowner contributions are confirmed to the Crown in mid-2021, thus securing the Crown financial contribution to years two to six of the programme.
Ngā tāpirihanga
Attachments

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<tr>
<th>No.</th>
<th>Title</th>
<th>Page</th>
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<tbody>
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<td>A</td>
<td>Draft MOU - Kaipara Moana Remediation Programme - 22 July</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Draft Terms of Reference - Joint Committee - 22 July 2020</td>
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<tr>
<td>C</td>
<td>Letter from Minister for the Environment, 3 July 2020</td>
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<td>D</td>
<td>Joint media release - 5 July 2020</td>
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Ngā kaihaina
Signatories

<table>
<thead>
<tr>
<th>Authors</th>
<th>John Hutton - Manager Treaty Settlements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorisers</td>
<td>Lesley Jenkins - Relationship Manager</td>
</tr>
</tbody>
</table>
Memorandum of Understanding
Kaipara Moana Remediation Programme

between
The Ministry for the Environment on behalf of the Crown
and
Ngā Maunga Whakahī o Kaipara
and
Ngāti Whātua Ōrākei
and
Te Roroa
and
Te Rūnanga o Ngāti Whātua
and
Te Uri o Hau
and
Northland Regional Council
and
Auckland Council

[Signature]
Memorandum of Understanding made this day of 2020

KAI TOHU (PARTIES)

1. Ngā Mau mau Whakahi o Kaipara, Ngāti Whaitua Otāko, To Roroa, Te Rūnanga o Ngāti Whaitua, and Te Uri o Hau (together Kaipara Uri); and
2. Northland Regional Council; and
3. Auckland Council; and
(together the Member Parties); and
4. The Sovereign in right of New Zealand, acting by and through the Minister for the Environment (Crown).

KUPU TAKI (BACKGROUND)

The Kaipara Moana Remediation Programme

A. The Kaipara Harbour (Kaipara Moana) (shown in Annexure 1 with its associated catchments) is New Zealand’s largest harbour, with an approximate 6,020 km² catchment, and is suffering from degraded water quality.

B. Kaipara Moana is of great traditional, cultural, historical and spiritual importance to Kaipara Uri.

C. Kaipara Moana and its catchment contains some of the most ecosystems in New Zealand, namely sand dunes, seaweed, freshwater and estuarine wetland ecosystems.

D. Kaipara Moana also provides significant economic and recreational opportunities to the many communities and marae and hapu who reside on or near to its shores.

E. Historical land clearance and land use change in the catchment of Kaipara Moana has led to elevated levels of sediment entering waterways, and ultimately, depositing on the bed of Kaipara Moana. If left unchecked, Kaipara Moana is at risk of degrading beyond repair.

F. The Kaipara Moana Remediation Programme (as set out in Annexure 2) will be delivered, with funding from the Crown, Northland Regional Council and Auckland Council, together with Kaipara Uri, with the aim of promoting a healthy and productive harbour.

1. Acknowledgements

The parties, on entering into this Memorandum of Understanding (Memorandum), acknowledge the following:

(a) that restoring and enhancing Kaipara Moana and its water quality will take a great deal of time, effort and financial resources to accomplish;

(b) that there are significant financial commitments that will need to be made over time by the parties;

(c) that the restoration of Kaipara Moana will require an adaptive management approach, where actions may change based on progress against outcomes, and our understanding of Kaipara Moana as it changes with future research;

(d) that the timeframe to implement actions to address the restoration of Kaipara Moana is likely to be ten (10) years, and that recovery of the Kaipara Moana will take longer.
22 July 2020

2. Vision
   The Parties have entered into this Memorandum to formally engage with each other to determine mutually acceptable arrangements for the future of Kaipara Moana, its remediation and associated funding. This engagement will help provide a healthy and productive Kaipara Moana for Kaipara Un and all New Zealanders of present and future generations (Vision).

3. Key Principles
   The key principles and considerations to underpin the relationship between the parties will be:
   (a) Rangapu (Partnership): a working relationship based upon the following:
      (i) mutual trust and equal treatment;
   (ii) kia tikanga: to operate in right and appropriate ways and with a shared intention to achieve (by constructive and harmonious working together) a maximising of the outcomes set under this Memorandum;
   (iii) kia manawatanga: to operate with openness to ensure clarity and transparency and consistency and fairness in all dealings and communications between the parties and their representatives;
   (iv) kia pono: to operate with integrity and correct representation and processes that build relationships and ensure non-adversarial dealings between the parties and constructive mutual steps both to avoid differences and to identify solutions where required; and
   (v) open, prompt and fair notification and resolution between the parties of any differences or disputes which may arise; and

   Memorandum of Understanding – Kaipara Moana Remediation Programme Page 3 of 14
4. Purpose

4.1 The purpose of this Memorandum is to record the parties' commitment to the Vision and Key Principles, and a long-term working relationship between the parties to assist in:

(a) addressing the future of Kaipara Moana;
(b) achieving the Investment Objectives;
(c) initially establishing the Joint Committee to provide project stewardship and governance for the Kaipara Moana Remediation Programme;
(d) implementing the Kaipara Moana Remediation Programme and agreeing, in principle, upon funding structures to support this; and
(e) then handing over the stewardship and governance role of the Joint Committee to the Future Kaipara Moana Body, when that body is created or established.

4.2 The following provisions of this Memorandum set out the key objectives and steps to achieve the Purpose.

4.3 This Memorandum is a voluntary agreement and nothing in this Memorandum is legally binding on any of the parties.

5. Investment Objectives

The parties acknowledge that there are numerous direct and indirect investment opportunities from the Kaipara Moana Remediation Programme for Kaipara Moana, the surrounding land and communities including:

(a) Tangata (Natural Capital): Primary objective is to restore and enable it to be healthy, self-sustaining and naturally productive through:

(i) material reduction in erosion from land and streams;
(ii) water quality improvement of streams/waterways; and
(iii) reduction in sediment in harbour to below ecological effects threshold.

(b) Tūrangawaewae (Physical & Financial Capital): Create sustainable, resilient and optimised primary production in the Kaipara catchment and harbour through:

(i) improved land management guided by improved advice and evidence; and
(ii) recognised intergenerational equity and support a just transition to better environment outcomes;

(c) Māori Values (Human Capital): Improve local skills and capability to support innovation, effective land management, and community resilience through:

(i) material lift of capability and capacity to address environmental challenges;
(ii) providing exemplar benefits to other catchments and nationally, and
(iii) developing and utilising local skills and local enterprise to lead to sustainable outcomes; and

Memorandum of Understanding – Kaipara Moana Remediation Programme
(d) Tūhātanga (Social Capital) - Enable kōhākā nga by empowering Kaipara Uri and local community participation, including hapū and meaere, in local solutions, leveraging opportunities through:

(i) mobilising local participation and delivery;
(ii) line of sight between local initiatives and governance - so that local activities are aligned with wider needs; and
(iii) customary practice is prioritised with focus on haranga species and mātauranga Māori perspectives,

(together the Investment Objectives).

6. Joint Committee

6.1 Within forty (40) business days of entering into this Memorandum, the Member Parties will form, and call for the inaugural meeting of, a joint committee pursuant to clause 30(1)(b) and 30A of Schedule 7 of the Local Government Act 2002, consisting of twelve (12) members:

(a) six (6) appointed by the Kaipara Uri;
(b) three (3) appointed by Auckland Council; and
(c) three (3) appointed by Northland Regional Council,

(Joint Committee).

6.2 The Joint Committee will adhere to the Key Principles and operate in accordance with the Local Government Act 2002 and the terms of reference agreed between the Member Parties. Otherwise, the Joint Committee will be entitled to formulate and put in place its own rules and procedures.

6.3 A Member Party appointing its representatives to the Joint Committee may, on written notice to the other Member Parties, appoint a person to replace its appointee permanently or temporarily. The Member Parties are free to appoint their own representatives, but they will ensure that they have authority and expertise to fulfill the role.

6.4 The members of the Joint Committee shall appoint

(a) a Chair, from one (1) of the representatives appointed by Kaipara Uri; and
(b) a Deputy Chair, from one (1) of the representatives appointed by either Northland Regional Council or Auckland Council.

6.5 The Joint Committee will provide the stewardship and governance and actively work towards achieving the Purpose, until handover of its role to the Future Kaipara Moana Body (as defined at clause 6.12) once established or created.

6.6 Until the establishment of the Future Kaipara Moana Body and the handing over of its stewardship and governance role, the Joint Committee will:

(a) provide stewardship and governance in respect of the relationship between the parties and their goal of achieving the Purpose:
(b) commission and approve a Year 1 remediation budget and work plan for the Kaipara Moana Remediation Programme, and future budgets and work plans as required;
(c) assist in any review and consideration of any recommended funding arrangements;
(d) assist and work with the Member Parties on any audit and reporting obligations; and

Memorandum of Understanding – Kaipara Moana Remediation Programme
6.7 The Joint Committee shall be entitled to invite guests or experts to:
(a) attend any meeting; and
(b) at the request of the Joint Committee, participate in discussions on, and assist the Joint Committee in its consideration of, matters that are on the agenda.

6.8 The Joint Committee will record and minute all meetings and decisions and the parties agree to adhere to the same.

6.9 The Member Parties, through the Joint Committee, will seek and consider the views of other parties and other stakeholders, as part of the process to achieve the purpose and outcomes.

6.10 All new intellectual property created through the work of the Joint Committee will be jointly owned by the Member Parties. Such intellectual property rights (if any) will be transferred, or licenced (at no cost), to the Future Kaipara Moana Body upon its establishment or creation. Intellectual property rights in this clause means all intellectual property rights whether conferred by statute, at common law or in equity, including all copyright and know-how and rights in relation to designs and trademarks (whether registered or unregistered).

6.11 All intellectual property brought by each party to the relationship under this Memorandum remains in the ownership of that party.

6.12 The Crown and Kaipara Uri note it is their intention that:
(a) a co-governance body for Kaipara Moana will be established through legislation (Future Kaipara Moana Body);
(b) if established, the Future Kaipara Moana Body will be constituted as a joint committee under the Local Government Act 2002; and
(c) Parliament will need to consider and pass legislation to constitute the Future Kaipara Moana Body.

6.13 If the Future Kaipara Moana Body is established by legislation (but subject to such legislation):
(a) the Joint Committee will hand over its stewardship and governance role of the Kaipara Moana Remediation Programme to the Future Kaipara Moana Body and will dissolve;
(b) decisions made on the Kaipara Moana Remediation Programme will have particular regard to any strategy for the Kaipara Moana catchment required by legislation and approved by the Future Kaipara Moana Body; and
(c) consistent with the membership of the Joint Committee, and reflecting Auckland Council’s and Northland Regional Council’s contribution of funds to the Kaipara Moana Remediation Programme and their statutory function to manage water quality and soil conservation.

Memorandum of Understanding – Kaipara Moana Remediation Programme

Page 6 of 14
(i) only the Kaipara Uhi, Auckland Council and Northland Regional Council members of the Future Kaipara Moana Body will have voting rights on the Kaipara Moana Remediation Programme; and

(ii) voting rights will be apportioned between the members as follows: 50% between Kaipara Uhi members and 25% Auckland Council members and 25% Northland Regional Council members (if all are present and voting).

7. Funding

7.1 Notwithstanding the following in this clause 8, or any other clause, this Memorandum does not guarantee or commit any of the parties to any financial commitments or funding until the agreed funding agreement is entered into.

7.2 The parties on entering into this Memorandum further acknowledge that:

(d) the cost of remediating Kaipara Moana in accordance with the Kaipara Moana Remediation Programme is estimated to cost up to $300 million over ten (10) years;

(e) to contribute to the funding of the Kaipara Moana Remediation Programme the Crown will, subject to agreeing the terms and conditions of the funding, contribute an initial $12 million for the first financial year of the Kaipara Moana Remediation Programme (Initial Funding) and the balance of up to $88 million over the remaining five (5) years (Balance Funding) subject to conditions being met;

(f) the Crown’s funding will be structured as a grant and is subject to the terms and conditions contained in the relevant deed of grant;

(g) the Balance Funding will be conditional on:

(i) Auckland Council and Northland Regional Council committing to co-fund the Kaipara Moana Remediation Programme through their respective Long Term Plans; and

(ii) confirmation of the total contribution from Auckland Council and Northland Regional Council and other contributions (i.e. landowner, industry association, philanthropic), will match the Crown’s funding (being the Initial Funding and Balance Funding);

(h) the Auckland Council and Northland Regional Council’s co-funding of the Kaipara Moana Remediation Programme will be equal proportions and may be through cash and ‘in-kind’ contributions (such as staff time and expertise and/or the use of council facilities);

(i) for the first financial year of the Joint Committee, the co-funding towards the Kaipara Moana Remediation Programme from Auckland Council will be up to $1.0 million, and the co-funding from Northland Regional will be up to $0.5 million. Any commitment from Auckland Council or Northland Regional Council to funding the remaining five (5) years is contingent on their respective Long Term Plans; and

(j) the parties will continue to engage with each other and through the Future Kaipara Moana Body to span the funding and period gap to fully achieve the ultimate goals of the Kaipara Moana Remediation Programme (a further $100 million for the remaining four (4) years).
7.3 The Joint Committee will assist Member Parties in decisions required to finalise a grant funding with the Crown.

8 Other councils
8.1 Parties record that the Kaipara District Council and Whangarei District Council support the outcomes of the Kaipara Moana Remediation Programme. While this programme does not directly align with their statutory function and they will not therefore be direct funders of remediation, and so are not signatories to this Memorandum or part of the Joint Committee, they will continue to support, assist and provide expertise to strategic direction setting and will work alongside (wi, hapu) and the community within each district.

8.2 The Northland Regional Council will liaise with the Kaipara District Council and Whangarei District Council as required, both during the Joint Committee phase and once the Future Kaipara Moana Body has been established and the Joint Committee dissolved, to seek input on direction setting of the Kaipara Moana Remediation Programme (until the strategy for the Kaipara Moana catchment required by legislation is approved by the Future Kaipara Moana Body) and provide implementation progress updates.

9. Term of Memorandum
9.1 This Memorandum commences on the date that the parties’ duly authorised representatives sign it, and continues in force until all obligations under this Memorandum are fulfilled, or earlier in the event:

(a) this Memorandum is terminated by mutual agreement of the parties;
(b) of a dispute or difference between the parties that cannot be resolved through the process specified in clause 10.2 within twenty (20) business days of referral to the Chief Executives or executive leaders (or such longer time agreed between the parties); or
(c) of material default by one of the parties that is not remedied within a reasonable period after the default is notified.

(Term).

9.2 Upon the expiry of the term, this Memorandum will be deemed automatically terminated as between the parties.

10. Dispute Resolution
10.1 If a dispute or difference arises out of or in connection with this Memorandum or the Joint Committee, any party may give written notice to the other parties specifying the nature of the dispute and brief details of the dispute. The parties must endeavour in good faith to resolve the dispute.

10.2 If the parties are unable to resolve the dispute within ten (10) business days of the date of the relevant dispute notice under clause 11.1 (or such longer time agreed between the parties), any party may refer the matter to the Chief Executives or other executive leaders for resolution.

10.3 In considering any dispute or difference pursuant to this clause, the parties will have regard to the Vision and the Key Principles.
10.4 No party shall commence any legal proceedings in relation to any dispute, difference or question arising out or in connection with this Memorandum or the Joint Committee, unless urgent court action is necessary to preserve a party’s rights.

10.5 All parties shall continue to perform their obligations under this Memorandum and the Joint Committee as far as possible, acting reasonably, as if no dispute or difference had arisen pending the final resolution.

11. Changes to Memorandum

Any changes to this Memorandum shall be made in writing, agreed by the parties and signed by persons authorised to do so on behalf of each of the parties and such changes shall be attached to and form part of this Memorandum.

12. Primary Contacts

The parties will throughout the Term appoint a suitably qualified and experienced primary contact (Primary Contact) for the other parties to liaise and contact in respect of the relationship formed between them pursuant to the Memorandum. Entering into this Memorandum the parties respective Primary Contacts are as listed at Annexure 3.

13. Confidentiality

Unless otherwise mutually agreed between the parties, the parties must keep all information and data (in any form) disclosed by one party to the other in connection with this Memorandum confidential, except to the extent that disclosure is required:

(a) by law (including obligations under the Official Information Act 1982, the Local Government Official Information and Meetings Act 1993 and the Privacy Act 1993) provided that the disclosing party advises the other parties of the requirement as soon as practicable before such disclosure is made;

(b) to allow each of the parties to comply with their obligations to its respective leadership and internal governance obligations;

(c) as the Crown may be required by a Select Committee or a Minister of the Crown, parliamentary convention or by procedures in relation to the appropriation of public money;

(d) to its directors, employees or contractors who need to know such information for the purpose of this Memorandum and its professional advisers or auditors for a proper purpose, provided that the disclosing party ensures that each such person to whom it discloses confidential information complies with the restrictions in this clause as if such person were a party to this Memorandum and

(e) if and to the extent the information:

(i) was known to the receiving person before the information was disclosed to it; or

(ii) is disclosed to the receiving person on a non-confidential basis by a third person who has the right to make such disclosure; or

(iii) is generally available to the public through no fault of the receiving person; or

(iv) is developed by the receiving person independently of the information disclosed by the disclosing party.
Signed on behalf of

Her Majesty the Queen acting by and through the Minister for the Environment

Signed: ________________________ Date: ________________________
Hon David Parker

Northland Regional Council

Signed: ________________________ Date: ________________________
Penny Smart - Chair

Auckland Council

Signed: ________________________ Date: ________________________
Phil Goff – Mayor of Auckland

Ngā Maunga Whakahi o Kaipara

Signed: ________________________ Date: ________________________
[ ]

Te Roroa

Signed: ________________________ Date: ________________________
[ ]

Te Uri o Hau

Signed: ________________________ Date: ________________________
[ ]

Ngāti Whātau Ōrākei

Signed: ________________________ Date: ________________________
[ ]

Te Runanga o Ngāti Whātau

Signed: ________________________ Date: ________________________
[ ]
Annexure 1.

Kapara Harbour with its associated catchments.
Annexure 2.

Indicative Business Case

[PLACE REVISED MAP IF REQUIRED]
Annexure 3.

Primary Contacts:

(a) The Primary Contact for the Ministry for the Environment on behalf of the Crown is:
   Name: 
   Address: 23 Kate Sheppard Place, Wellington
   Telephone: 
   Email: 

(b) The Primary Contact for Northland Regional Council is:
   Name: 
   Address: 
   Telephone: 
   Email: 

(c) The Primary Contact for Auckland Council is:
   Name: 
   Address: 
   Telephone: 
   Email: 

(d) The Primary Contact for the respective Kāpiti Uru bodies are as follows:
   (i) The Primary Contact for Nga Mapuna Whakahi o Kāpiti is:
       Name: 
       Address: 
       Telephone: 
       Email: 

   (ii) The Primary Contact for Te Roroa is:
        Name: 
        Address: 
        Telephone: 
        Email: 

   (iii) The Primary Contact for Te Uri o Hau is:
        Name: 
        Address: 
        Telephone: 
        Email: 

   (iv) The Primary Contact for Ngāti Whātua Ōrākei is:
        Name: 
        Address: 

Memorandum of Understanding – Kāpiti Moana Remediation Programme
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DRAFT – 22 July 2020

Kaipara Moana Remediation Governance Partnership (Joint Committee)

Terms of Reference

Background

The Kaipara Harbour (Kaipara Moana) is New Zealand’s largest harbour and is suffering from decreased and degraded water quality issues. In July 2020 the New Zealand government confirmed funds would be allocated to address freshwater management matters, particularly sediment runoff, with the aim of achieving environmental and associated outcomes for Kaipara Moana and its catchment.

The Kaipara Moana Remediation Governance Partnership is set up as a joint committee by the Mayor of Auckland Council and the Northland Regional Council, and Kaipara Uri, to coordinate decisions relating to funding allocated to provide environmental and associated outcomes for Kaipara Moana.

The key principles of the Joint Committee are set out in the parties Memorandum of Understanding dated xx 2020.

‘Kaipara Uri’ is the term taken by Ngā Maunga Whakahiao Kaipara, Te Roroa, Te Uri o Hau Settlement Trust, Ngāti Whāua Orakei and Te Rūnanga o Ngāti Whāitu, when engaging collectively on matters relating to Kaipara Moana and its catchment. Together with Auckland Council and the Northland Regional Council, these are the member parties to the Joint Committee.

Purpose and Responsibilities

The purpose of the Joint Committee is to carry out the decision-making responsibility in relation to the allocation of funds for the Kaipara Moana Remediation programme, including funding from the Crown and councils, and contributions (e.g. from landowners or others) needed to access funding from Crown and councils for remediation works. This includes (but is not necessarily limited) to:

(a) providing stewardship and governance over the expenditure of the Crown Grant and council funding, as well as contributions from land-owners;
(b) commissioning and approving remediation budgets and work-plans for the Kaipara Moana Remediation programme;
(c) assisting councils and Kaipara Uri in any consideration of funding arrangements with the Crown and other parties as may be required;
(d) formulating and recommending to councils and Kaipara Uri the preferred Kaipara Moana Remediation operations vehicle to undertake operational works as directed by an approved long-term annual remediation budget and work-plan;
(e) assisting the work of councils and Kaipara Uri on any audit and reporting obligations;
(f) assisting councils and Kaipara Uri in its review and consideration of the Funding Agreement; and
(g) assisting and supporting signatory entities to the Funding Agreement with any audit and reporting obligations required in respect of the Crown Grant and council contributions.

Powers (Delegations)

All powers of the Governing Body of the Auckland Council and the Northland Regional Council necessary to perform the Joint Committee’s responsibilities.
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Except the powers that neither Auckland Council nor the Northland Regional Council can delegate under schedule 7, clause 32(1) of the Local Government Act 2002, being the power to:

(a) make a rate; or
(b) make a bylaw; or
(c) borrow money, or purchase or dispose of assets, other than in accordance with the long-term plan; or
(d) adopt a long-term plan, annual plan, or annual report; or
(e) appoint a chief executive; or
(f) adopt policies required to be adopted and consulted on under this Act in association with the long-term plan or developed for the purpose of the local governance statement; or
(g) adopt a remuneration and employment policy.

Frequency of meetings: Quarterly or as determined by the Joint Committee.

Membership: The membership of the Joint Committee will be as follows:

(a) six (6) appointed by Kapara Uri entities;
(b) three (3) appointed by Auckland Council (at least one (1) of which is an elected member of Auckland Council); and
(c) three (3) appointed by Northland Regional Council (at least one (1) of which is an elected member of Northland Regional Council).

The members of the Joint Committee shall appoint, by majority decision of the members:

(a) A Chair (from one (1) of the representatives appointed by Kapara Uri entities); and
(b) A Deputy Chair (from one (1) of the representatives appointed by either Auckland Council or Northland Regional Council).

Members of the Joint Committee are appointed for a term of 3 years unless a member is discharged by their appointer or resigns earlier.

Members can be reappointed by their appointer.

Resignation is by written notice to the relevant appointer. As a matter of courtesy, each appointer will then inform the Joint Committee of discharges, resignations and reappointments.

Ex officio: Whereas the Mayor of Auckland is a member of all committees by virtue of section 9(6) of the Local Government (Auckland Council) Act 2009, the Mayor has agreed not to exercise this right of membership, except in the case where the Mayor is called to do so due to the absence of one of the Auckland Council appointed members.

Discharge of Joint Committee: Unless the Auckland Council and the Northland Regional Council resolve otherwise, this Joint Committee is deemed to be discharged and dissolved on the earlier date of either:

(a) the coming into office of the members of the Auckland Council or Northland Regional Council elected or appointed at, or following, the triennial general election of members next after the appointment of this Joint Committee; or
DRAFT – 22 July 2020

(b) the establishment of a future Kaipara Moana Body, anticipated to be created by statute with representation from: Kaipara Unit, Auckland Council, Northland Regional Council, Kaipara District Council and Whangarei District Council.

Quorum: The quorum for a meeting of a Joint Committee is:
(a) half of the members if the number of members of the Joint Committee (including vacancies) are even
(b) a majority if the number of members of the Joint Committee (including vacancies) are odd

and provided that at least one (1) Joint Committee member is present from each of the member parties.

Voting rights: Decisions will be made by majority. However, the Joint Committee will seek to operate on the principle of consensus decision-making. When decisions are required and put to a vote, the chair or other person presiding at a meeting:
(a) has a deliberative vote; and
(b) does not have a casting vote (and therefore in the case of an equality of votes, the act or question is defeated and the status quo is preserved).

Support and attendance: The Joint Committee shall be entitled to invite guests or experts to attend any meeting and, at the request of the Joint Committee, participate in discussions on, and assist the Joint Committee in its consideration of, matters that are on the agenda.

Any member of the Auckland Council and the Northland Regional Council or of a committee of the Auckland Council and the Northland Regional Council, has, unless lawfully excluded, the right to attend any meeting of the Joint Committee.

Every meeting of the Joint Committee is open to the public, except as otherwise provided by Part 7 of the Local Government Official Information and Meetings Act 1987.

Standing Orders: Standing orders will be those of the council that provides administrative and governance support to the Joint Committee. Where there is any inconsistency between the Terms of Reference and the standing orders, the provisions of the Terms of Reference prevail.

Review of these Terms of Reference: These terms of reference are to be reviewed at least annually by the Joint Committee, with variation to the terms of reference agreed by the appointing parties.
4 July 2020

Tane Te Rangi
Chair
Kaipara Moana Negotiations Reference Group
tane.berangi@ngatiwhatua.iwi.nz

Mayor Jason Smith
Kaipara District Council
jason.smith@kaipara.govt.nz

Mayor Phil Goff
Auckland Council
Phil.Goff@aucklandcouncil.govt.nz

Penny Smart
Chair
Northland Regional Council
pennys@nrc.govt.nz

Mayor Sheryl Mai
Whangarei District Council
mayor@wdc.govt.nz

Dear Chairs and Mayors

Thank you for providing me and my colleagues with the Kaipara Moana Remediation Indicative Business Case (IBC) in October 2019, shortly after the Government announced Kaipara Moana as an ‘exemplar’ catchment.

I would like to acknowledge the significant work underpinning such a robust document. Upon receiving the IBC I directed my officials to explore options for the Crown to support the proposed programme of remediation.

The IBC provides a case and mitigations for delivering on two of the Government’s three objectives for freshwater: stop further degradation, and reverse past damage. I am particularly interested in the estimated jobs that the programme will generate and the collaborative, community-based nature of the work.

In response to the Covid-19 situation the Government announced Budget 2020 with a strong focus on employment, stimulating the economy and providing for the environment. The Kaipara Moana proposal is part of the government’s Jobs for Nature programme to deliver a $1.3 billion investment in jobs for environmentally focused initiatives.

I would like to advise the Kaipara Moana Negotiations Reference Group and respective Councils, that an investment on behalf of the Crown of up to $100 million over six years has been approved towards the Kaipara Moana Remediation Programme as presented in the IBC. Crown funding is subject to the following conditions:
I. An initial Crown contribution of up to $12 million for year one.

II. An in-principle Crown contribution of up to $100 million towards a $200 million six-year Kalpura Moana Remediation Programme conditional to confirmation of 50 percent council and landowner contribution by the end of year one.

III. Crown funding after year one is conditional on councils having secured funding contribution through Long Term Planning for 2021-2031.

IV. Crown funding is subject to a funding agreement being signed.

V. Confirmation of your intent to proceed towards signing a Memorandum of Understanding.

I invite you to work with my officials to coordinate public announcements and negotiate a Memorandum of Understanding with the Crown in order to progress this important work to remediate the Kalpura Harbour and its catchment.

Yours sincerely

Hon David Parker  
Minister for the Environment
JOINT MEDIA RELEASE
Kaipara Moana Negotiations Reference Group, Northland/Auckland councils

Date: 05 July 2020

Kaipara Uri, councils welcome government funding

Kaipara Uri and councils have welcomed the government’s announcement of $100 million in funding to help restore Kaipara Moana, through a cross-regional programme that is expected to create 300 jobs.

The $100 million in funding for ‘Kaipara Moana Remediation’ was announced by Prime Minister Jacinda Ardern on 5 July. It has been welcomed as a critical turning point by those championing the proposed scheme – the Uri (descendants) affiliated to Kaipara Moana, and the four councils.

A business case for government funding was made last October by Kaipara Uri through the Kaipara Moana Negotiations Reference Group (with representatives from Te Uri o Hau, Te Roroa, Ngā Māunga Whakaiho o Kaipara, Ngāti Whātua Ōrākei, and Te Rūnanga o Ngāti Whātua), and the local authorities with combined jurisdiction over the 950 square kilometre Moana and its catchment. The latter are Auckland Council, Northland Regional Council, Kaipara District Council and Whangarei District Council.

Tane Te Rangi, from the Kaipara Moana Negotiations Reference Group, said that at its heart the ambitious scheme aims to improve the health of the Moana by a partnership between mana whenua and councils, working with local communities including landowners and the farming sector, to halve sediment loss from the land.

Sediment, or eroded soil, is a ‘catch-all’ pollutant that carries with it other contaminants. Programme partners say addressing sediment will offer a raft of benefits: improved freshwater quality, greater biodiversity, resilience from climate change, and carbon sequestration through tree-planting and wetland management.

Northland Regional Council Chair Penny Smart said around 300 much-needed new jobs could be generated as the nation focuses on its collective recovery from the Covid-19 pandemic.

“It’s estimated about 200 new jobs will be needed for direct work on farms – fencing, water reticulation of streams and wetlands, preparing and planting land, weeding, and hill country stabilisation. Another 100 jobs will be required in the rural sector for nurseries, fencing manufacture, and farm advisory services.”

Auckland Mayor Phil Goff said he welcomed the funding.

“This contribution meets an urgent environmental need for Kaipara Moana, which has been badly damaged by decades of siltation. The harbour is an important fish breeding area and there is a need to stop further damage and to repair the ecosystem,” said Mayor Goff.

MORE
JOINT MEDIA RELEASE

Page 2

"The government funding of $100 million is the biggest step that has ever been taken to help mitigate that damage and dramatically reduce sediment flowing into the harbour.

"The remediation programme now needs commitment by regional bodies, marae and hapu, landowners, and the community to make restoration of the harbour a reality.

"In 2016, Auckland Council set aside in its 10-year Budget funding from the Water Quality Targeted Rate, of which $10 million is proposed to be spent on this specific project over six years. This money has been ring-fenced and would not represent new spending by the council. This of course has to be reconfirmed by councillors through the 10-year Budget process next year."

Kaipara District Council Mayor Dr Jason Smith said for the many communities and marae that sit next to the Moana – who have witnessed the loss of taonga (treasured) species, encroachment of mangrove forests and an overall decline in fisheries and shellfish over decades – the programme cannot start soon enough.

Willie Wright, from the Integrated Kaipara Harbour Management Group, said the same outcome of a healthy and productive Moana is sought by everyone: "by wi and hapu, by farmers, by our many land-care and community groups, by councils, by industry groups, and by the government."

"We’re on this journey together. Many have been working hard already to improve the environment as best they can, and with this newly-announced and very welcome government funding we can now do what we’ve collectively been wanting to do for years,” says Mr Wright.

Councillor Phil Hulse from the Whangarei District Council said: “The new central government funding removes some of the basic economic barriers that have prevented landowners, regional bodies, and marae and hapu from a large-scale collective effort to remediate the health of the Moana and its many streams and rivers. This is a significant step forward.”

Mr Te Rangi said that for environmental remediation to be truly effective for the Moana, it needs to be targeted and done at scale.

"While we tend to over-estimate what can be achieved in a year, we under-estimate what can be achieved in 10 years, which is why government’s contribution for the first six years of the 10-year remediation programme is so important."

The programme’s partners have been at pains to avoid a ‘one-size-fits-all’ approach, are conscious of cost (especially in the current climate), and plan to work closely with landowners, sector representative groups and others to prioritise actions.

MORE
JOINT MEDIA RELEASE

Page 3
Chair Smart agrees, as it enables the work to be done and the associated costs spread over a number of years.

“The remediation programme offers a once-in-a-lifetime opportunity to make a real difference to the iconic nature of Kaipara Moana for current and successive generations,” Mr Te Rangi.

ENDS

Contacts:
- Tame Te Rangi, Kaipara Moana Negotiations Reference Group
  Ph: 027 470 2921
- Penny Smart, Chair, Northland Regional Council
  Ph: 021 439 735

Background
- Kaipara Moana (Kaipara Harbour) and its catchment straddles two regional boundaries – Northland Regional and Auckland Council – as well as two district councils, Kaipara and Whangarei.
- Kaipara Moana is the largest harbour in New Zealand, with a surface area of 950km² at high tide, and is the receiving environment for a catchment of around 6500km².
- There is about 37,100km² of pastoral land in the Kaipara catchment, with 8110km² of waterways on pastoral land.
- The Kaipara Moana Negotiations Reference Group was established in 2017 by Te Uri o Hau, Te Roroa, Ngā Maunga Whakahī o Kaipara, Ngati Whatua Orakei, and Te Rūnanga o Ngāti Whātua, to coordinate engagement with the Crown over matters relating to the Kaipara Moana. Collectively these groups refer to themselves as ‘Kaipara Uru’ (descendants of the Kaipara), when engaging together on matters relating to the Moana and its catchment.
- In August 2014, Te Uri o Hau, Te Roroa, Ngā Maunga Whakahī o Kaipara, Ngati Whatua Orakei, and Te Rūnanga o Ngāti Whātua signed the Kaipara Moana Framework Agreement with the Crown (link). This was followed in August 2017 by an Agreement in Principle. Through these agreements the Crown has committed to establishing a statutory co-governance body for Kaipara Moana, which will have membership from iwi/hapū and councils. Negotiations to finalise this are underway.
- The $100 million of environmental remediation funding now set aside by the government is not part of a Treaty settlement.
Wāhanga tuarua: ngā pārongo me ngā whakaetanga o ngā poari ā-rohe

Part two: Local Board information and agreements

2.16 Rodney Local Board

The local board agreement outlined in this document reflects how we plan to support these outcomes through agreed activities in the 2020/2021 financial year. In addition, each local board carries out responsibilities delegated by the Governing Body in accordance with the delegated power, and with the general priorities and preferences in the local board plan.

Rodney Local Board Agreement 2020/2021

Priorities by activity area

This section sets out Auckland Council’s 2020/2021 funding priorities for local activities in the Rodney Local Board area.

Each local activity sets out the community outcomes, levels of service, performance measures and targets.

Local Community Services

Local community services is a broad activity area, which includes:

- supporting local arts, culture, events, sport and recreation
- providing grants and partnering with local organisations to deliver community services
- maintaining facilities, including local parks, libraries and halls.

Our annual budget to deliver these activities includes operating costs of $16.9 million and capital investment of $4.3 million.

The key initiatives planned for 2020/2021 include:

- delivering the planned town centre improvements in Helensville and Warkworth
- funding local volunteers in our public spaces, including community planting programmes, plant and animal pest control
- improving the maintenance of street furniture and other amenities in our town centres
- developing concept plans for wheel play activities, e.g. skate parks, learn-to-ride tracks
- providing funding for our two local arts centres to contribute to a vibrant local arts scene
- supporting rural halls and venues for hire to provide spaces for locals to meet and enjoy activities
- beginning to implement the objectives of the master plan for the public land at Green Road

The local community services initiatives contribute to the following outcomes in the Rodney Local Board Plan:

- Outcome: Communities are influential and empowered
- Outcome: Arts and culture is vibrant and strong
- Outcome: Parks and sports facilities that everyone can enjoy
- Outcome: Our harbours, waterways and environment are cared for, protected and healthy
Levels of Service
This table sets out performance measures, with the level of service statement in blue.

<table>
<thead>
<tr>
<th>Performance measure</th>
<th>Annual Plan Target 2019/20</th>
<th>Annual Plan Target 2020/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>We provide library services and programmes that support Aucklanders with reading</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and literacy, and opportunities to participate in community and civic life</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The number of internet session at libraries (unique sessions over public computing</td>
<td>0.23</td>
<td>0.23</td>
</tr>
<tr>
<td>or public WiFi networks) (million)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The number of visits to library facilities (million)</td>
<td>0.35</td>
<td>0.33</td>
</tr>
<tr>
<td>Percentage of customers satisfied with the quality of library service delivery</td>
<td>85%</td>
<td>85%</td>
</tr>
<tr>
<td>We fund, enable and deliver community events and experiences that enhance identity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and connect people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The percentage of attendees satisfied with a nominated local community event</td>
<td>75%</td>
<td>75%</td>
</tr>
<tr>
<td>We fund, enable and deliver arts and culture experiences that enhance identity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and connect people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The percentage of arts and culture programmes, grants and activities that are</td>
<td>95%</td>
<td>95%</td>
</tr>
<tr>
<td>community led</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilising the Empowered Communities Approach we support Aucklanders to create</td>
<td></td>
<td></td>
</tr>
<tr>
<td>thriving, connected and inclusive communities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The percentage of Empowered Communities activities that are community led</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>The percentage of Empowered Communities activities that build capacity and</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>capability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide safe, reliable and accessible social infrastructure for Aucklanders that</td>
<td></td>
<td></td>
</tr>
<tr>
<td>contributes to placemaking and thriving communities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Percentage of Aucklanders that feel their local town centre is safe – day time</td>
<td>92%</td>
<td>92%</td>
</tr>
<tr>
<td>Percentage of Aucklanders that feel their local town centre is safe – night time</td>
<td>42%</td>
<td>42%</td>
</tr>
<tr>
<td>We provide community centres and hire venues that enable Aucklanders to run</td>
<td></td>
<td></td>
</tr>
<tr>
<td>locally responsive activities, promoting participation, inclusion and connection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The number of participants in activities at community centres and hire venues</td>
<td>89,838</td>
<td>91,000</td>
</tr>
<tr>
<td>The percentage of community centres and hire venues network that is community led</td>
<td>68%</td>
<td>64%</td>
</tr>
<tr>
<td>We provide recreation programmes, opportunities and facilities to get Aucklanders</td>
<td></td>
<td></td>
</tr>
<tr>
<td>more active, more often</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The percentage of park visitors who are satisfied with the overall quality of</td>
<td>70%</td>
<td>70%</td>
</tr>
<tr>
<td>sports fields</td>
<td></td>
<td></td>
</tr>
<tr>
<td>We provide safe and accessible parks, reserves and beaches</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The percentage of users who are satisfied with the overall quality of local parks</td>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>The percentage of residents who visited a local park in the last 12 months</td>
<td>83%</td>
<td>83%</td>
</tr>
</tbody>
</table>
**Local Planning and Development**

These activities cover improvements to town centres, the local street environment as well as local environment and heritage protection. They also include working with business and community associations to improve local economic development and employment initiatives.

Our annual operating budget to deliver these activities is $315,000.

The key initiatives planned for 2020/2021 include:

- supporting the formation of a new business improvement district in Warkworth

The local planning and development activity, including the key initiatives contribute to the following outcomes in the Rodney Local Board Plan:

- Outcome: Communities are influential and empowered

**Levels of Service**

This table sets out performance measures, with the level of service statement in blue.

<table>
<thead>
<tr>
<th>Performance measure</th>
<th>Annual Plan Target 2019/20</th>
<th>Annual Plan Target 2020/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>We showcase Auckland's Māori identity and vibrant Māori culture</td>
<td>The percentage of local programmes, grants and activities that respond to Māori aspirations</td>
<td>3%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Performance measure</th>
<th>Annual Plan Target 2019/20</th>
<th>Annual Plan Target 2020/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>We help attract investment, businesses and a skilled workforce to Auckland</td>
<td>The percentage of business associations meeting their Business Improvement District (BID) Partnership Programme obligations</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Local Environmental Management**

Local boards work in partnership with local communities and iwi to deliver projects and programmes to improve local environments. Our focus is on indigenous biodiversity, healthy waterways and sustainable living.

These activities include stream restoration, waste minimisation programmes, supporting environmental volunteers and partnering with schools to provide a range of environmental initiatives.

Our annual operating budget to deliver these activities is $749,000.

The key initiatives planned for 2020/2021 include:

- continuing funding for our Healthy Harbours Fund, which provides match-funding for landowners to improve waterways with riparian planting and fencing
- funding for local, community-led pest management plans and pest control work

The local environmental management activity and key initiatives contribute to the following outcomes in the Rodney Local Board Plan:

- Outcome: Our harbours, waterways and environment are cared for, protected and healthy
- Outcome: Communities are influential and empowered

Auckland Council Annual Budget 2020/2021, Volume 2 of 2
Levels of Service
This table sets out performance measures, with the level of service statement in blue.

<table>
<thead>
<tr>
<th>Performance measure</th>
<th>Annual Plan Target 2019/20</th>
<th>Annual Plan Target 2020/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>We manage Auckland’s natural environment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The proportion of local programmes that deliver intended environmental actions and/or outcomes</td>
<td>100%</td>
<td>75%</td>
</tr>
</tbody>
</table>

Local Governance

Activities in this group support our 21 local boards to engage with and represent their communities and make decisions on local activities. This support includes providing strategic advice, leadership of the preparation of local board plans, support in developing local board agreements, community engagement including relationships with mana whenua and Maori communities, and democracy and administrative support.

The measures for this group of activities are covered under the Regional Governance group of activities in the Long-term Plan 2018-2028 which determine participation with Auckland Council decision-making in general. This includes local decision-making. There are no significant changes to the measures or targets for 2020/2021.

Our annual operating budget to deliver these activities is $1.1 million.
Funding Impact Statement

This prospective funding impact statement has been prepared to meet the requirements of Section 21 (5) of the Local Government (Auckland Council) Act 2009. It covers the year from 1 July 2020 to 30 June 2021 and outlines the council’s sources of funding for local activities in this local board area and our plan to apply them.

<table>
<thead>
<tr>
<th>Source of Operating Funding</th>
<th>Annual Plan 2019/20</th>
<th>Annual Plan 2020/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>General rates, UAGCs, rates penalties</td>
<td>15,643</td>
<td>19,612</td>
</tr>
<tr>
<td>Targeted rates</td>
<td>171</td>
<td>315</td>
</tr>
<tr>
<td>Subsidies and grants for operating purposes</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>Fees and charges</td>
<td>165</td>
<td>140</td>
</tr>
<tr>
<td>Local authorities fuel tax, fines, infringements fees and other receipts</td>
<td>7</td>
<td>566</td>
</tr>
<tr>
<td><strong>Total Operating Funding</strong></td>
<td><strong>15,981</strong></td>
<td><strong>20,638</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application of Operating Funding</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment to staff and suppliers</td>
<td>11,862</td>
<td>16,513</td>
</tr>
<tr>
<td>Finance costs</td>
<td>1,363</td>
<td>1,368</td>
</tr>
<tr>
<td>Internal charges and overheads applied</td>
<td>2,062</td>
<td>1,775</td>
</tr>
<tr>
<td>Other operating funding applications</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total applications of operating funding</strong></td>
<td><strong>15,327</strong></td>
<td><strong>19,666</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surplus (deficit) of Operating Funding</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>664</strong></td>
<td><strong>982</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source of Capital Funding</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Subsidies and grants for capital expenditure</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Development and financial contributions</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Increase (decrease) in debt</td>
<td>7,994</td>
<td>3,364</td>
</tr>
<tr>
<td>Gross proceeds from sale of assets</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Lump sum contributions</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other dedicated capital funding</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Sources of Capital Funding</strong></td>
<td><strong>7,994</strong></td>
<td><strong>3,364</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application of Capital Funding</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital expenditure:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- to meet additional demand</td>
<td>772</td>
<td>516</td>
</tr>
<tr>
<td>- to improve the level of service</td>
<td>1,139</td>
<td>1,039</td>
</tr>
<tr>
<td>- to replace existing assets</td>
<td>6,747</td>
<td>2,790</td>
</tr>
<tr>
<td>Increase (decrease) in reserves</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Increase (decrease) in investments</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total applications of capital funding</strong></td>
<td><strong>8,658</strong></td>
<td><strong>4,346</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surplus (deficit) of Capital Funding</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>(664)</strong></td>
<td><strong>(982)</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding balance</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>
Part two: Local Board information and agreements
2.16 Rodney Local Board
Attachment B – Rodney Local Board fees and charges schedules 2020/2021

Community and Arts Facilities

The following categories for venue for hire fees and charges remain unchanged:

- Standard (peak)
- Off peak, 20% off standard
- Regular, 20% off standard (10 or more bookings in financial calendar year)
- LB priority, 50% off standard (based on criteria set by the local board)

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Facility Category</th>
<th>Room</th>
<th>Peak Standard 2021</th>
<th>Off-Peak Standard 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Helensville War Memorial Hall / Community Centre</td>
<td>Venues for hire</td>
<td>Main Hall (with stage area)</td>
<td>$34.00</td>
<td>$27.20</td>
</tr>
<tr>
<td>Kaukapakapa Memorial Hall</td>
<td>Venues for hire</td>
<td>Meeting room and kitchen</td>
<td>$10.00</td>
<td>$8.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Main Hall (with stage area)</td>
<td>$24.00</td>
<td>$19.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Meeting Room</td>
<td>$12.00</td>
<td>$9.60</td>
</tr>
<tr>
<td>Shoesmith Hall</td>
<td>Venues for hire</td>
<td>Main Hall</td>
<td>$24.00</td>
<td>$19.20</td>
</tr>
<tr>
<td>South Head Hall</td>
<td>Venues for hire</td>
<td>Main Hall</td>
<td>$24.00</td>
<td>$19.20</td>
</tr>
<tr>
<td>Te Hana Hall</td>
<td>Venues for hire</td>
<td>Main Hall</td>
<td>$24.00</td>
<td>$19.20</td>
</tr>
<tr>
<td>Waimauku War Memorial Hall</td>
<td>Venues for hire</td>
<td>Main Hall</td>
<td>$24.00</td>
<td>$19.20</td>
</tr>
<tr>
<td>Wainui Hall</td>
<td>Venues for hire</td>
<td>Main Hall</td>
<td>$24.00</td>
<td>$19.20</td>
</tr>
<tr>
<td>Warkworth Masonic Hall</td>
<td>Venues for hire</td>
<td>Main Hall</td>
<td>$24.00</td>
<td>$19.20</td>
</tr>
<tr>
<td>Warkworth Town Hall</td>
<td>Venues for hire</td>
<td>Kitchen/Meeting room</td>
<td>$24.00</td>
<td>$19.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Main Hall</td>
<td>$59.00</td>
<td>$47.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mezzanine</td>
<td>$24.00</td>
<td>$19.20</td>
</tr>
</tbody>
</table>

Library Room Hire

There are no proposed changes to fees and charges that were agreed to by the local board in 2019/2020 and the following rates and subsidies (discounts) still apply:

- Standard
- Community, 50% off standard

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Description/Room</th>
<th>Fee 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wellsford Library</td>
<td>Commercial - Wellsford Library Meeting Room</td>
<td>$14.00</td>
</tr>
<tr>
<td>Council / Community - Wellsford Library Meeting Room</td>
<td>$7.00</td>
<td></td>
</tr>
</tbody>
</table>