



AGENDA

Ordinary Meeting

Tuesday 19 May 2020, 10.30am





Date: Tuesday 19 May 2020, 10.30am

Venue: Meeting being held via audio-visual link

Councillors

- D N MacLeod (*Chairperson*)
- M P Joyce (*Deputy Chairperson*)
- M J Cloke
- M G Davey
- D L Lean
- C L Littlewood
- M J McDonald
- D H McIntyre
- E Van Der Leden
- N W Walker
- C S Williamson

Apologies

Notification of Items

Item 1	5	Minutes Ordinary Meeting - 7 April 2020
Item 2	18	Consents Monitoring Annual Reports
Item 3	29	Resource Consents Issued Under Delegated Authority
Item 4	49	Incidents, Compliance, Non-Compliance & Enforcement Summary
Item 5	95	Our Freshwater 2020: MfE and Stats NZ report
Item 6	104	Report on the Environment Committee of the Resource Management Bill 2019
Item 7	114	Essential Freshwater Update
Item 8	118	Electoral Officer's Update
Item 9	135	Local Government Funding Agency Amendment
Item 10	450	Public Transport Operational Update
Item 11	461	Financial and Operational Report
Item 12	499	Audit Proposal and 2019/2020 Audit Engagement Letter
Item 13	519	2020/2021 Annual Plan, Estimates and Administrative Charges Pursuant to Section 36 of the Resource Management Act 1991
Item 14	544	Governance and Decision-making Arrangements During Covid-19 Pandemic
Item 15	547	May and June Meeting Dates
Item 16	548	Public Excluded
Item 17	549	Public Excluded Ordinary Minutes - 7 April 2020

Ordinary Meeting - Agenda

Item 18	555	Prosecution
Item 19	621	Yarrow Stadium Project Steering Group Report



Purpose of Local Government

The reports contained in this agenda address the requirements of the Local Government Act 2002 in relation to decision making. Unless otherwise stated, the recommended option outlined in each report meets the purpose of local government and:

- Promote the social, economic, environmental and cultural well-being of communities in the present and for the future.
- Would not alter significantly the intended level of service provision for any significant activity undertaken by or on behalf of the Council, or transfer the ownership or control of a strategic asset to or from the Council.

Membership of the Ordinary Committee

Councillor D N MacLeod (<i>Chairperson</i>)	Councillor M P Joyce (<i>Deputy Chairperson</i>)
Councillor M J Cloke	Councillor M G Davey
Councillor D L Lean	Councillor C L Littlewood
Councillor D N McDonald	Councillor M J McIntyre
Councillor E D Van Der Leden	Councillor N W Walker
Councillor C S Williamson	



Date 19 May 2020

Subject: **Confirmation of Ordinary Minutes - 7 April 2020**

Approved by: M J Nield, Director Corporate Services
B G Chamberlain, Chief Executive

Document: 2492839

Resolves

That the Taranaki Regional Council:

- a) takes as read and confirms the minutes and resolutions of the Ordinary Meeting of the Taranaki Regional Council held in via zoom on Tuesday 7 April 2020.

Matters arising

Appendices/Attachments

Document 2466927: Minutes Ordinary Meeting - 7 April 2020



Date 7 April 2020, 10.30am
 Venue: Meeting held via audio-visual conferencing (Zoom)
 Document: 2466927

Present Councillors D N MacLeod (Chairperson)
 M P Joyce (Deputy Chairperson)
 M J Cloke
 M G Davey
 D L Lean *arrived 10.40am*
 C L Littlewood
 M J McDonald
 D H McIntyre
 E D Van Der Leden
 N W Walker
 C S Williamson

Attending Messrs B G Chamberlain (Chief Executive)
 S R Hall (Director - Operations)
 M J Nield (Director - Corporate Services)
 G K Bedford (Director - Environment Quality) *Part meeting*
 A D McLay (Director - Resource Management)
 R Phipps (Science Manager Hydrology / Biology)
 B Pope (Compliance Manager)
 C McLellan (Consents Manager) *Part meeting*
 P Ledingham (Communications Advisor)
 T K Davey (Communications Advisor) *Part Meeting*
 Ms J Mack (Administrator Manager)
 Miss L Davidson (Committee Administrator)

Apologies An apology from Councillor D L Lean for lateness was received and sustained.

Notification of Late Items Annual Plan and rates to be discussed under general business.

1. Confirmation of Minutes – 25 February 2020

Resolves

That the Taranaki Regional Council:

- a) takes as read and confirms the minutes and resolutions of the Ordinary Meeting of the Taranaki Regional Council held in the Taranaki Regional Council chambers, 47 Cloten Road, Stratford, on Tuesday 25 February 2020 at 10.30am.

McIntyre/Cloke

Matters arising

There were no matters arising.

2. Confirmation of Emergency Ordinary Minutes – 25 March 2020

Resolves

That the Taranaki Regional Council:

- a) takes as read and confirms the minutes and resolutions of the Emergency Ordinary Meeting of the Taranaki Regional Council held in the Taranaki Regional Council chambers, 47 Cloten Road, Stratford, on Thursday 25 March 2020 at 1pm.

Walker/McDonald

Matters arising

There were no matters arising.

3. Confirmation of Consents and Regulatory Committee Minutes – 4 February 2020

Resolves

That the Taranaki Regional Council:

- a) takes as read and confirms the minutes of the Consents and Regulatory Committee meeting of the Taranaki Regional Council held in the Taranaki Regional Council chambers, 47 Cloten Road, Stratford, on Tuesday 4 February 2020 at 9.30am.
- b) notes the recommendations therein were adopted on Tuesday 25 February 2020.

Williamson/Davey

Matters arising

There were no matters arising.

4. Confirmation of Policy and Planning Committee Minutes – 4 February 2020

Resolves

That the Taranaki Regional Council:

- a) takes as read and confirms the minutes of the Policy and Planning Committee meeting of the Taranaki Regional Council held in the Taranaki Regional Council chambers, 47 Cloten Road, Stratford, on Tuesday 4 February 2020 at 10.30am.
- b) notes the recommendations therein were adopted on Tuesday 25 February 2020.

Littlewood/Walker

Matters arising

There were no matters arising.

5. Confirmation of Executive, Audit and Risk Committee Minutes – 17 February 2020

Resolves

That the Taranaki Regional Council:

- a) takes as read and confirms the minutes of the Executive, Audit and Risk Committee meeting of the Taranaki Regional Council held in the Taranaki Regional Council chambers, 47 Cloten Road, Stratford, on Monday 17 February 2020 at 10.00am.
- b) notes the recommendations there in were adopted on Tuesday 25 February.

MacLeod/Walker

Matters arising

- 5.1 An update was provided on Public Passenger Transport through Covid-19 Level four lockdown.

6. Joint Committee Minutes

Resolves

That the Taranaki Regional Council:

- a) receives the unconfirmed minutes of the Taranaki Solid Waste Management Committee Meeting held on Thursday 20 February 2020
- b) receives the unconfirmed minutes of the Taranaki Civil Defence Emergency Management Group Joint Committee meeting held on Tuesday 3 March 2020.

Walker/MacLeod

7. Meeting Dates for April and May 2020

- 7.1 The meeting dates for April and May 2020 were received.
- 7.2 It was noted that due to the Covid-19 lockdown, committee meetings are provisional at this stage. The ordinary meeting for Tuesday 19 May 2020 will go ahead.

8. Consents Monitoring Annual Reports

- 8.1 Mr R Phipps, Science Manager Hydrology/Biology, spoke to the memorandum to advise Members of the 26 tailored compliance monitoring reports that have been prepared since the last committee meeting and answered questions arising.
- 8.2 Councillor D H McIntyre declared an interest in Ravensdown, Fonterra and Trust Power reports.

Recommended

That the Taranaki Regional Council:

- a) receives the 19-12 McKechnie Aluminium Solutions Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- b) receives the 19-17 Lower Waiwhakaiho Catchment Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- c) receives the 19-29 Lepper D H Trust Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- d) receives the 19-31 Fonterra Whareroa Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- e) receives the 19-39 Todd Energy McKee Production Station Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- f) receives the 19-41 STDC Combined Kaponga, Manaia, Patea and Waverley WWTP Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- g) receives the 19-51 Fonterra Kapuni Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- h) receives the 19-55 Greymouth Petroleum Northern Sites Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- i) receives the 19-64 Nova Energy McKee Power Plant Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- j) receives the 19-65 Trustpower Mangorei HEP Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- k) receives the 19-66 Trustpower Motukawa HEP Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- l) receives the 19-71 Lower Waiwhakaiho Air Discharges Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;

- m) receives the 19-73 CD Boyd Drilling Waste and Stockpiling Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- n) receives the 19-77 Trustpower Ltd Patea HEP Scheme Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- o) receives the 19-78 Taranaki By-Products Ltd Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- p) receives the 19-79 STDC Eltham Central Landfill Baseline Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- q) receives the 19-81 Contact Energy Ltd Stratford Power Station Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- r) receives the 19-82 Vector Kapuni GTP Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- s) receives the 19-85 South Taranaki District Council HWWTP Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- t) receives the 19-87 Regional Cleanfill Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- u) receives the 19-88 Concrete Batching Plants Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- v) receives the 19-89 ANZCO Eltham Ltd Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- w) receives the 19-90 Silver Fern Farms Waitotara Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- x) receives the 19-91 Waverley Sawmills Ltd Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- y) receives the 19-92 Civil Quarries Ltd - Everett Road Quarry Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- z) receives the 19-93 GSNZ SPV1 Ltd Ahuroa B Gas Storage Facility Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;

Lean/Joyce

9. Incident, Compliance Monitoring, Non-compliances and Enforcement Summary - 17 January to 26 February 2020

- 9.1 Mr B Pope, Compliance Manager, spoke to the memorandum to consider and receive the summary of the incidents, compliance monitoring, non-compliances and enforcement for the period 17 January 2020 to 26 February 2020 and answered questions arising.

- 9.2 Councillor C L Littlewood declared an interest in Port Taranaki and noted that she has started a new role with Venture Taranaki managing the 2050 Roadmap for Taranaki.
- 9.3 Councillor D N MacLeod also declared an interest in Port Taranaki.

Recommended

That the Taranaki Regional Council:

- a) receives this memorandum
- b) receives the summary of the incidents, compliance monitoring, non-compliances and enforcement for the period from 17 January 2020 to 26 February 2020, notes the action taken by staff acting under delegated authority and adopts the recommendations therein.

Lean/Williamson

10. Resource Consents Issued Under Delegated Authority and Applications in Progress

- 10.1 Mr A D McLay, Director – Resource Management, spoke to the memorandum updating Members of consents granted, consents under application and consent processing actions, since the last meeting. The information was summarised in the attachments. The reports provided more information on consultation undertaken with iwi and the community.

Recommended

That the Taranaki Regional Council:

- a) receives the schedule of resource consents granted and other consent processing actions, made under delegated authority.

Davey/Littlewood

11. Report on notified discharge permit application – Stratford District Council Treated Wastewater Discharge

- 11.1 Mr A D McLay, Director – Resource Management, spoke to the memorandum recommending the approval of a resource consent for Stratford District Council to discharge treated wastewater from the Stratford Wastewater Treatment Plant into the Pātea River and answered questions arising.
- 11.2 It was clarified that the Stratford District Council has allowed for future growth of the township with the new treatment system.

Recommended

That the Taranaki Regional Council:

- a) receives this memorandum
- b) notes the extensive and collaborative prehearing process that has occurred to successfully resolve submissions on the application
- c) approves the consent application as recommended in the attached report.

McIntyre/Davey

12. Submission on the Discussion Document: Accelerating Renewable Energy and Energy Efficiency

- 12.1 Mr A D McLay, Director – Resource Management, presented the memorandum to introduce the submission on the discussion document *Accelerating renewable energy and energy efficiency* and to recommend its endorsement.
- 12.2 It was noted that Officers had sent this submission to the Policy and Planning Committee requesting feedback before it was submitted.

Recommended

That the Taranaki Regional Council:

- a) receives the memorandum *Submission on the Discussion Document: Accelerating Renewable Energy and Energy Efficiency*
- b) notes the submission was made prior to endorsement by Council
- c) endorses the submission.

Littlewood/McIntyre

13. Update on Taranaki Taku Tūranga Our Place – Towards Predator Free Taranaki Project

- 13.1 Mr S Hall, Director – Operations, spoke to the memorandum presenting information the quarterly update on the progress of the *Taranaki Taku Tūranga Our Place – Towards Predator-Free Project* and answered questions arising.

Recommended

That the Taranaki Regional Council:

- a) receives this memorandum *Taranaki Taku Tūranga Our Place – Towards Predator-Free Taranaki Project*
- b) notes the progress and milestones achieved in respect of the urban, rural and zero density possum projects of the *Taranaki Taku Tūranga Our Place – Towards Predator-Free Taranaki project*

Walker/Williamson

14. Submissions on National Environmental Standards for Outdoor Storage of Tyres and Air Quality

- 14.1 Mr G K Bedford, Director – Environmental Quality, spoke to the memorandum presenting two submissions sent to the Ministry for the Environment:
- Submission on the *Proposed National Environmental Standards for the Outdoor Storage of Tyres (NES-OST)*

- Submission on the *Proposed Amendments to the National Environmental Standards for Air Quality: particulate matter and mercury emissions* (NES-AQ)

14.2 It was noted that Officers had sent these two submissions to the Policy and Planning Committee requesting feedback before they were submitted.

Recommended

That the Taranaki Regional Council:

- a) receives the memorandum entitled *Submissions on National Environmental Standards for the Outdoor Storage of Tyres and Air Quality*
- b) endorses the following submissions sent to the Ministry for the Environment by their due dates:
 - Submission on the *Proposed National Environmental Standards for the Outdoor Storage of Tyres* (NES-OST)
 - Submission on the *Proposed Amendments to the National Environmental Standards for Air Quality: particulate matter and mercury emissions* (NES-AQ)

McIntyre/Davey

15. Financial and Operational Report

15.1 Mr M J Nield, Director – Corporate Services, spoke to the memorandum to receive information on the operational and financial performance of Council and answered questions arising.

Recommended

That the Taranaki Regional Council:

- a) receives the memorandum and the January and February 2020 financial reports
- b) notes the Regional Integrated Ticketing System update
- c) notes the digital media report
- d) notes the health and safety reports for January 2020 and February 2020

Cloke/Williamson

16. Quarterly Operational Report

16.1 Mr M J Nield, Director – Corporate Services, spoke to the memorandum to consider and receive the Quarterly Operational Report (QOR) for the quarter ended 31 December 2019 and answered questions arising.

Recommended

That the Taranaki Regional Council:

- a) receives and adopts the Quarterly Operational Report for the quarter ended 31 December 2019

Lean/McDonald

17. Port Taranaki Ltd: Half Year Report to 31 December 2019

- 17.1 Mr B G Chamberlain, Chief Executive, spoke to the memorandum to receive and consider Port Taranaki's report on the operations and activities of the company for the six months ended 31 December 2019.
- 17.2 Councillors D N MacLeod and C L Littlewood declared an interest in Port Taranaki Ltd.

Recommended

That the Taranaki Regional Council:

- a) receives Port Taranaki Limited's report for the six months ended 31 December 2019 including the unaudited financial report
- b) notes the 2019/2020 Port Taranaki Ltd dividends of \$3,500,000 in September 2019 and \$4,500,000 in February 2020.

Joyce/Williamson

18. Regional Software Holdings Ltd: Six Month Report to Shareholders to 31 December 2019

- 18.1 Mr M J Nield, Director – Corporate Services, spoke to the report to receive and consider Regional Software Holdings Ltd's interim report on the operations and activities of the company for six months ending 31 December 2019.
- 18.2 Mr M J Nield declared an interest in RHSL as the chairman and board member.

Recommended

That the Taranaki Regional Council:

- a) receives Regional Software Holdings Ltd's interim report for the six months ended 31 December 2019 including the unaudited financial report.

Cloke/Williamson

19. Regional Software Holdings Ltd: Draft Statement of Intent of 2020/2021 to 2022/2023

- 19.1 Mr M J Nield, Director – Corporate Services, spoke to the memorandum to receive and consider Regional Software Holdings Ltd's Statement of Intent (SOI) for the year ending 30 June 2021 and then to provide feedback to the Board of Directors.
- 19.2 Mr M J Nield declared an interest in RHSL as the chairman and board member.
- 19.2 RHSL are well underway with planning of the next generation of IRIS.
- 19.3 Councillor D N MacLeod expressed his gratitude to Mr M J Nield for the work he puts in the RSHL.

Recommended

That the Taranaki Regional Council:

- a) receives the Regional Software Holdings Ltd's Statement of Intent for the year ended 30 June 2021
- b) provides feedback to the Board of Directors of Regional Software Holdings Ltd.
Lean/MacLeod

20. Taranaki Stadium Trust Half Year Report to 31 December 2019

- 20.1 Mr M J Nield, Director – Corporate Services, spoke to the memorandum to receive and consider the Taranaki Stadium Trust's half-year report for the six months ended 31 December 2019.
- 20.2 Mr M J Nield and Councillor E D Van Der Leden declared an interest in Taranaki Stadium Trust as Trustees.

Recommended

That the Taranaki Regional Council:

- a) receives the Taranaki Stadium Trust's half-year report for the six months ended 31 December 2019.
Williamson/Cloke

21. Taranaki Stadium Trust: Statement of Intent for the Year Ending 30 June 2021

- 21.1 Mr M J Nield, Director – Corporate Services, spoke to the memorandum to receive and consider the Taranaki Stadium Trust's Statement of Intent (SOI) for the year ending 30 June 2021 and then to provide feedback to the Trustees.
- 21.2 Mr M J Nield and Councillor E D Van Der Leden declared an interest in Taranaki Stadium Trust as Trustees.
- 21.3 Councillor M P Joyce congratulated Mr M J Nield for the work he has put in to the Taranaki Stadium Trust and the way he has dealt with the many challenges over the past year. Councillor E D Van Der Leden also expressed thanks to Mr M J Nield for the guidance he has given her as a new trustee to the Taranaki Stadium Trust.

Recommended

That the Taranaki Regional Council:

- a) receives the Taranaki Stadium Trust's Statement of Intent for the year ending 30 June 2021
- b) provides feedback to the Trustees of the Taranaki Stadium Trust.
Joyce/MacLeod

22. Key Functions and Terms of Reference for Regional Transport Committee

- 22.1 Mr M J Nield, Director – Corporate Services, spoke to the memorandum advising of the functions of the Regional Transport Committee and the Regional Transport Advisory Group and providing a draft Terms of Reference for the groups.

Recommended

That the Taranaki Regional Council:

- a) notes the role of regional transport committees, as required by the *Land Transport Management act 2003*
- b) receives and endorses the Terms of Reference for the Regional Transport Committee for Taranaki, subject to any comments received
- c) receives and endorses the Terms of Reference for the Regional Transport Advisory Group for Taranaki, subject to any comments received
- d) notes the decision by Stratford District Council to again, join the Taranaki region in respect of transport matters, and that a Memorandum of Understanding has been completed to formalise this arrangement.

McDonald/Cloke

23. General business

23.1 Annual Plan

A discussion was held around the potential to have a lower rates increase than previously forecast. Executive Officers are working through their budgets, looking at realigning some projects or deferring them, to lower costs in order to potentially reduce the rates increase. It was noted that if costs are reduced then over the next couple of years, Council would need to be playing catch-up.

Executive Officers are working on an application to Crown Infrastructure Partners to include the Yarrow Stadium project as an infrastructure project that could be ready to go within the next six months to have some funding provided to assist with the refurbishment.

24. Public Excluded

- 24.1 In accordance with section 48(1) of the *Local Government Information and Meetings Act 1987*, resolves that the public is excluded from the following part of the proceedings of the Executive, Audit and Risk Committee Meeting on Tuesday 7 April 2020 for the following reasons:

25. Public Excluded Ordinary Minutes – 25 February 2020

THAT the public conduct of the whole or relevant part of the proceedings of the meeting would be likely to result in the disclosure of information where the withholding of the information is necessary to protect information where the making

available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is subject of the information.

26. Public Excluded Emergency Ordinary Minutes – 25 March 2020

THAT the public conduct of the whole or relevant part of the proceedings of the meeting would be likely to result in the disclosure of information where the withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is subject of the information.

27. Public Excluded Executive, Audit and Risk Committee Minutes – 17 February 2020

THAT the public conduct of the whole or relevant part of the proceedings of the meeting would be likely to result in the disclosure of information where the withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is subject of the information.

28. Prosecution

THAT the public conduct of whole or relevant part of the proceedings of the meeting would be likely to result in the disclosure of information where such disclosure would be likely to prejudice the maintenance of the law, including the prevention, investigation and detection of offences, and the right to a fair trial.

29. Yarrow Stadium Project Steering Group Update

THAT the public is excluded to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information.

Lean/Walker

There being no further business, Chairman D N MacLeod, declared the Public Ordinary Meeting of the Taranaki Regional Council closed at 12.17pm.

Confirmed

Chairperson:

D N MacLeod

19 May 2020



Committee: Consents and Regulatory Committee

Date: 19 May 2020

Subject: **Consent Monitoring Annual Reports**

Approved by: G K Bedford, Director - Environment Quality
B G Chamberlain, Chief Executive

Document: 2475003

Purpose

1. The purpose of this memorandum is to advise the Council of five tailored compliance monitoring reports that have been prepared since the last meeting.

Executive summary

2. The Council considers the regular reporting of comprehensive and well-considered compliance monitoring is vital to undergird:
 - Community standing and reputation enhancement for companies that consistently attain good or high levels of environmental performance. Informed feedback is appropriate and valuable, and assists a proactive alignment of industry's interests with community and Resource Management Act 1991 expectations. Reporting describes the effective value of investment in environmental systems;
 - A respectful and responsible regard for the Taranaki region's environment and our management of its natural resources. Reporting allows evaluation and demonstration of the overall rate of compliance by sector and by consent holders as a whole, and of trends in the improvement of our environment; and
 - The Council's accountability and transparency. Reporting gives validity to investment in monitoring and to assessments of effective intervention.
 - These Council reports have been submitted to the consent holder for comment and confirmation of accuracy prior to publication. All reports provide environmental performance and administrative compliance ratings for each consent holder in relation to their activities over the period being reported and provide recommendations for the following monitoring year.
3. These Council reports have been submitted to the consent holder for comment and confirmation of accuracy prior to publication. All reports provide environmental performance and administrative compliance ratings for each consent holder in relation to their activities over the period being reported and provide recommendations for the following monitoring year.

4. There are five tailored compliance monitoring reports, including three that cover multiple sites within catchments. Within the reports 23 high, 9 good, 6 improvement required and 1 poor environmental gradings were assigned (Table 2).
5. For reference, in the 2018-2019 year, consent holders were found to achieve a high level of environmental performance and compliance for 83% of the consents monitored through the Taranaki tailored monitoring programmes, while for another 13% of the consents, a good level of environmental performance and compliance was achieved.
6. In 2018 the Ministry for the Environment published *Best Practice Guidelines for Compliance, Monitoring and Enforcement under the Resource Management Act 1991*. These guidelines include the following recommendation: “It is good practice for councils to provide regular (e.g. annual) reports to the public on Compliance Monitoring and Enforcement (CME) activities. Council public reporting on CME gives assurance to the public that rules/policies are being enforced, and educates the public on how the council responds to non-compliance.” (MfE, 2018). The Council has been providing annual compliance reports to consent holders and the public for over three decades.
7. Recommendations pertaining to each site or programme are set out in the relevant report. The attention of Committee members is directed to the Executive Summary at the front of each report.
8. For the past year, memoranda presenting the compliance annual reports have included a section outlining the stakeholder and iwi engagement within the consenting assessment process for the existing consents covered by the reports. With the completion of a full annual reporting cycle, this material on existing consents will no longer be included, as the Committee have now been fully appraised of this historical information and its inclusion would simply be repetitive. Information on iwi and stakeholder engagement in new consents will be presented separately to the Committee, within the agenda report on consenting activity.

Table 1 Historical environmental and compliance performance ratings

Year	High	Good
2012-2013	59%	35%
2013-2014	60%	29%
2014-2015	75%	22%
2015-2016	71%	24%
2016-2017	74%	21%
2017-2018	76%	20%
2018-2019	83%	13%

Table 2 List of annual reports with overall environmental performance rating

Report Name	Overall environmental performance
19-10 Mangati Catchment Integrated Monitoring Programme Annual Report 2018-2019	6 x high, 5 x good, 3 imprvmt req, 1 x poor
19-72 South Taranaki Water Supplies Monitoring Programme Annual Report 2018-2019	1 x high
19-94 Port Area Catchments (Hongihongi+Herekawe) Compliance Monitoring Annual Report 2018-2019	9 x high, 1 x imprvmt req
19-95 Waitaha Catchment Monitoring Programme Annual Report 2018-2019	7 X high, 3 x good, 2 x imprvmt req
19-96 Oaonui Water Supply Ltd Monitoring Programme Annual Report 2018-2019	1 good

Recommendations

That the Taranaki Regional Council:

- a) receives the 19-10 Mangati Catchment Integrated Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- b) receives the 19-72 South Taranaki Water Supplies Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- c) receives the 19-94 Port Area Catchments (Hongihongi+Herekawe) Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- d) receives the 19-95 Waitaha Catchment Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;
- e) receives the 19-96 Oaonui Water Supply Ltd Monitoring Programme Annual Report 2018-2019 and adopts the specific recommendations therein;

19-10 Mangati Catchment Integrated Monitoring Programme Annual Report 2018-2019

9. This report is the Annual Report for the period July 2018 to June 2019 by the Taranaki Regional Council (the Council) describing the monitoring programme associated with 16 industries within the catchment of the Mangati Stream, Bell Block.
10. The Mangati catchment has, in the past, been heavily utilised for the disposal of stormwater and wastewaters from a large number of industrial sites. As a consequence of inadequate treatment and management of discharges and minimal dilution capacity in the past, the water quality and aquatic ecosystems of the stream were significantly impacted. The Mangati Stream catchment is listed in the Regional Freshwater Plan for Taranaki (Appendix II) as having been identified for enhancement of natural, ecological and amenity values, and life supporting capacity. The Council has addressed this by requiring consents for discharges from every industrial site within the catchment that has significant potential for contamination. A combined monitoring programme has been implemented by Council to monitor these discharges, and since the 2002-2003 year a holistic approach has been applied to the monitoring of abstractions and discharges to all media.
11. During the 2018-2019 monitoring period a total of one water abstraction consent, 17 water discharge consents (one of these was surrendered during the monitoring period), four air discharge consents and one discharge to land consent were held by industries in this catchment. This report covers the results and findings during this monitoring period

for these 23 consents, which contain a total of 236 special conditions that the consent holders must satisfy. It represents the 22nd report produced by Council to cover water discharges by industries within the catchment and their effects, and is the twelfth combined report to cover abstractions and discharges to all media.

12. Overall, a good level of environmental performance was achieved by the consent holders in the industrial area of the Mangati Stream catchment.
13. Monitoring during the year under review included 46 site inspections, 67 discharge samples, 13 receiving water samples, 16 macroinvertebrate samples, several point source/ambient air particulate surveys, discussions with site operators over site management, and odour surveys.
14. Historically, chemical and biological monitoring results for the Mangati catchment have shown there to be a two-stage reduction in water quality, one below the main stormwater outlet from Tegel Foods poultry processing plant, the other below the industrial drain which joins the stream at the main highway.
15. During the period under review there were several instances of biochemical oxygen demand (BOD) concentrations in excess of consented limits, with an associated elevation in levels of BOD found in the receiving waters during one of the wet weather surveys.
16. In the period under review the instream dissolved zinc and copper concentrations met the appropriate USEPA acute or chronic exposure guidelines in all 18 samples. None of the 18 instream samples taken during the period under review exceeded the 0.025 g/m³ Regional Freshwater Plan unionised ammonia guideline or the 0.9 g/m³ total ammonia national guideline.
17. Overall, the results of macroinvertebrate surveys indicated that macroinvertebrate health was generally 'poor' for the surveyed sites in the Mangati Stream and that there was likely to have been discharges from within the industrial area which had had a significant negative impact on the macroinvertebrate communities present in the lower reaches of the stream.
18. There were 19 substantiated non-compliances recorded in the Mangati catchment during the period under review, 13 of which were related to the consented companies monitored under this catchment programme. All incidents or non-compliances (substantiated or otherwise) were investigated and appropriate enforcement action was taken as required.
19. During the year, an improvement was required from Barton Holdings Ltd in both the level of environmental and administrative performance and compliance. Numerous persistent issues at the site resulted in two abatement notices being issued. Site visits since the 2018 2019 monitoring year have found the site to be compliant.
20. During the year, First Gas Ltd demonstrated a good level of environmental performance and a high level of administrative performance and compliance with their resource consent. A minor discharge of greywater was noted during inspection and promptly resolved by the consent holder.
21. During the year, Greymouth Petroleum Acquisition Company Ltd demonstrated a high level of both environmental and administrative performance and compliance with their resource consent.
22. During the year, Halliburton New Zealand Ltd demonstrated a good level of environmental performance and compliance with their resource consents and a high level of administrative performance. Some minor matters around site housekeeping including the lack of bunding of hazardous substances were identified during inspection. This was promptly resolved thereafter.

23. During the year, J Swap demonstrated a good level of environmental performance and compliance with their resource consents and a high level of administrative performance. Some minor matters around site housekeeping including tracking of contaminants and a lack of bunding of hazardous substances were identified during inspection. This was promptly resolved thereafter.
24. During the year, an improvement was required from McKechnie Aluminium Solutions Ltd in regards to environmental performance. The company demonstrated a high level of administrative performance. Chemicals and waste product were stored in an unbunded area and overhanging the bund, posing the potential for contaminants to enter stormwater. An infringement notice was issued. The consent holder has removed the unbunded chemicals and waste product from site.
25. During the year, NPDC demonstrated a poor level of environmental performance and a high level of administrative performance and compliance with their resource consent conditions. While unrelated to the stormwater consent, it is noted that there were three sewage overflows to the Mangati Stream during the year, two were minor and dealt with in a timely manner. The third was a large overflow resulting in significant effects in the stream and NPDC and their contractor, City Care, are currently being prosecuted over this.
26. During the year, Nexans New Zealand Ltd demonstrated a high level of environmental and administrative performance and compliance with their resource consents.
27. During the year, OMV New Zealand Ltd demonstrated a high level of environmental performance and administrative performance and compliance with their resource consent.
28. During the year, Schlumberger New Zealand Ltd demonstrated a high level of environmental performance and compliance with their resource consents. However, an improvement was required in their administrative performance. An updated contingency plan and stormwater/wastewater plan is required for the site and was not provided during the period under review despite numerous requests. This was provided early in the next monitoring period and was up to date when this report was prepared.
29. Tasman Oil Tools Ltd demonstrated a high level of environmental and administrative performance and compliance with their resource consent.
30. During the year, the Tegel Foods Ltd (feed mill) demonstrated a good level of environmental performance and compliance with their resource consents and a high level of administrative performance. A stormwater sample had a BOD result of 27 g/m³, this was in excess of the consented limit of 25 g/m³. An infringement notice was issued in response to this. Possible sources of contamination were identified in the follow up inspection (which will be reported in the 2019 2020 report) and the most recent inspection indicate that the consent holder has addressed these issues.
31. Overall, during the period under review, an improvement in Tegel Foods Ltd (poultry processing plant) level of environmental performance was required. There were ongoing issues in regards to site management and a non-compliant discharge and this resulted in an infringement fine being issued. Further issues since that monitoring period have arisen and been referred for investigation and follow up. Tegel Foods Ltd demonstrated a high level of administrative performance and compliance with their resource consents.
32. During the year TIL Freightng Ltd's level demonstrated an overall good level of environmental and administrative performance and compliance with their resource consents. Minor issues around site housekeeping were identified during inspection. The contingency plan and stormwater plan reviews were overdue. These matters have been addressed in the 2019 2020 monitoring period.

33. During the year under review, W Abraham Ltd demonstrated a high level of environmental and administrative performance and compliance with their resource consent.
34. In terms of overall environmental and compliance performance by the consent holders over the last several years, this report shows that the consent holders' performance generally remained at a good level in the year under review. It is noted however that there are a few consent holders that either continued to have issues that required improvement (following on from the previous period), or required interventions and enforcement action as a result of significant events. Council officers were following up these situations at the end of the period under review.
35. For reference, in the 2018-2019 year, consent holders were found to achieve a high level of environmental performance and compliance for 83% of the consents monitored through the Taranaki tailored monitoring programmes, while for another 13% of the consents, a good level of environmental performance and compliance was achieved.
36. In terms of overall environmental and compliance performance by the consent holder's over the last several years, this report shows that the consent holder's performance remains at a good level in the year under review.
37. This report includes recommendations for the 2019-2020 year, including recommendations relating to an optional review of various consents.

19-72 South Taranaki Water Supplies Monitoring Programme Annual Report 2018-2019

38. The South Taranaki District Council (STDC) operates a total of 11 water treatment plants (WTPs) throughout the district. STDC holds 33 resource consents which include 292 conditions setting out the requirements that must be satisfied. STDC holds 15 consents to take water, ten consents to discharge to both land and water, and nine consents to construct and maintain in-stream structures.
39. This report for the period July 2018 to June 2019 describes the monitoring programme implemented by the Taranaki Regional Council (the Council) to assess STDC's environmental and consent compliance performance during the period under review. The report also details the results of the monitoring undertaken and assesses the environmental effects of STDC's activities.
40. During the monitoring period STDC demonstrated an overall high level of environmental performance.
41. During the 2018-2019 monitoring period the Council's monitoring programme included ten inspections, the collection of six water samples for physicochemical analysis, three biomonitoring surveys of receiving water, and one fish survey. Abstraction, stream flow and discharge data, provided by the consent holder, was analysed and reviewed.
42. Chemical sampling of discharges and receiving waters, macroinvertebrate surveys and fish surveys, all indicated that the water supply schemes were not causing any adverse environmental effects.
43. During the monitoring period, STDC demonstrated an overall high level of environmental performance and a good level of administrative performance.
44. STDC has advised Council that breaches in information concerning discharge rates at Opunake should be resolved by February 2020. The non-compliant breaches became apparent when Council received the discharge data at the end of the monitoring year.
45. For reference, in the 2018-2019 year, consent holders were found to achieve a high level of environmental performance and compliance for 83% of the consents monitored

through the Taranaki tailored monitoring programmes, while for another 13% of the consents, a good level of environmental performance and compliance was achieved.

46. In terms of overall environmental and compliance performance by the consent holder over the last several years, this report shows that the consent holder's performance remains at a good or high level.
47. This report includes recommendations for the 2019-2020 year.

19-94 Port Area Catchments (Hongihongi+Herekawe) Compliance Monitoring Annual Report 2018-2019

48. This report, for the period July 2018 to June 2019, describes the monitoring programme implemented by the Taranaki Regional Council (the Council) to assess the environmental performance of consent holders in the Port Area Industrial Catchments of New Plymouth. The report also details the results of the monitoring undertaken and assesses the environmental effects of the Companies' activities. This report was formerly known as the Hongihongi and Herekawe Streams Joint Monitoring Programme Annual Report.
49. This report covers consents held by various consent holders in the Hongihongi catchment, Herekawe catchment, Huatoki catchment, and unnamed catchment 61, all being adjacent to the Port of Taranaki and collectively known as the Port Area Industrial Catchments. Seventeen resource consents, which include a total of 161 conditions, are held by 11 consent holders in the port industrial area. These include two consents to discharge contaminants to land, two consents to discharge contaminants and stormwater to land and water, seven consents to discharge contaminants to the coastal marine area, and six consents to discharge contaminants/stormwater to water.
50. During the monitoring period the consent holders monitored within the Port Area Industrial Catchments demonstrated an overall high level of environmental performance.
51. Monitoring of consent holder sites covered by this report consisted of up to four inspections each per site, with discharge sampling up to two occasions at most of the sites.
52. On most occasions the sites were found to be well maintained, bunded areas secure and stormwater treatment systems operating effectively. Macroinvertebrate surveys in the Herekawe Stream did not indicate any recent detrimental effect on the macroinvertebrate communities due to the discharge of treated stormwater.
53. During the year, Bulk Storage Terminals demonstrated a high level of both environmental and administrative performance with their resource consents.
54. During the year, Port Taranaki Ltd demonstrated a high level of both environmental and administrative performance with their resource consent.
55. During the year, Liquigas Ltd demonstrated a high level of both environmental and administrative performance with their resource consent.
56. During the year, Z Energy Ltd demonstrated a high level of both environmental and administrative performance with their resource consent.
57. During the year, New Zealand Oil Services Ltd demonstrated a high level of both environmental performance and administrative performance with their resource consent.
58. During the year, Methanex demonstrated a high level of environmental and administrative performance with their resource consents.

59. During the year, Beach Energy Resources New Zealand (Kupe) Ltd demonstrated a high level of environmental and administrative performance with their resource consent.
60. During the year, OMV Taranaki Ltd demonstrated a high level of both environmental and administrative performance with their resource consents.
61. During the year, Fonterra Ltd demonstrated a high level of both environmental and administrative performance with the resource consent.
62. During the year an improvement was required in Molten Metals Ltd environmental performance and compliance with the resource consents. Molten Metals Ltd demonstrated a high level of administrative performance.
63. During the period under review NPDC demonstrated a high level of both environmental and administrative performance with their resource consent.
64. For reference, in the 2018-2019 year, consent holders were found to achieve a high level of environmental performance and compliance for 83% of the consents monitored through the Taranaki tailored monitoring programmes, while for another 13% of the consents, a good level of environmental performance and compliance was achieved.
65. In terms of overall environmental and compliance performance by the consent holders over the last several years, this report shows that the consent holder's performance remains at a high level for all consent holders, with exception of Molten Metals Ltd whose performance remains at a level that requires improvement.
66. This report includes recommendations for the 2019-2020 year, including a recommendation relating to an optional review of consents 0276-3, 1020-4, 1944-3, 4488-3, 4524-2, 5125-2, 5183-2, 5542-2, 7152-1, 7368-1, 9880-1, 9881-1, 9974-1, 9975-1 and 9978-1.

19-95 Waitaha Catchment Monitoring Programme Annual Report 2018-2019

67. This 2018-2019 annual compliance monitoring report is the 25th report by the Taranaki Regional Council (the Council) to be prepared for the monitoring programme in the Waitaha Stream catchment. Twelve industrial premises were monitored under this programme during the year under review. The monitoring reflects an on-going process of identifying and improving discharges into the catchment in a similar manner to the management of those in the neighbouring Mangati Stream catchment.
68. A total of 17 consents were included in the monitoring programme during the 2018-2019 monitoring period. Of these, ten licence discharges to water, one licence a discharge to land, and six licence discharges to air. These consents include a total of 203 special conditions.
69. Overall, a good level of environmental performance was achieved by the consent holders in the industrial area of the Waitaha Stream catchment.
70. The Council's monitoring included 43 inspections, 25 discharge samples and seven receiving water samples collected for physicochemical analysis, a review of consent holder monitoring data, odour surveys, ambient air quality analyses, ambient PM10 monitoring, and deposition gauging.
71. During the year under review, inspections found that the sites were generally well managed, with only transient non-compliances found at some sites, most of which were addressed in a timely manner. The persistent issue of non-compliant levels of suspended solids seems to have been resolved somewhat, with only one instance recorded during the monitoring period. There was one unauthorised discharge into the Waitaha Stream with enforcement action taken as a result of this.
72. Chemical monitoring of the stream found that although there were measurable changes in some parameters, most of these would have resulted in only minor transient effects at

most. In terms of guidelines, no exceedances of guidelines copper, ammoniacal nitrogen, or biochemical oxygen demand were noted.

73. Only two of the six wet weather samples taken in the Waitaha Stream system were found to be below the USEPA acute guideline for zinc, however all the dissolved copper results were below the USEPA chronic and acute guidelines.
74. Overall the consented discharges in the Waitaha catchment achieved a good level of environmental compliance and Council is continuing to work with consent holders to apply best practice. The Council, in co-operation with New Plymouth District Council (NPDC) as the consented reticulation owners, is also educating and engaging with non-consent holders in the catchment who may be unaware of their environmental and regulatory obligations.
75. During the year, AICA (NZ) Ltd demonstrated an overall high level of environmental performance and a high level of administrative performance and compliance.
76. During the year, C&O Concrete Products Ltd demonstrated good level of environmental performance and a high level administrative performance.
77. During the year, Energyworks Ltd demonstrated a high level of environmental performance and a high level of administrative performance.
78. During the year, Greymouth Facilities Ltd demonstrated a high level of environmental performance and a high level of administrative performance.
79. During the year, an improvement in Intergroup's level of environmental and administrative performance was required.
80. During the year, Meredith Metals Ltd demonstrated a good level of environmental performance and a high level of administrative performance.
81. During the year, NPDC demonstrated a high level of environmental performance and administrative performance.
82. During the year Symons Property Development demonstrated a high level of environmental performance and administrative performance.
83. During the year, Taranaki Sawmills demonstrated a good level of environmental performance and high level of administrative performance.
84. During the year, TBS Coatings Ltd demonstrated a high level of environmental performance and a high level of administrative performance.
85. During the year, Pounamu Oil Services Ltd demonstrated a level of environmental performance that required improvement. There was a high level of administrative performance.
86. During the year, Woodward's 2008 Ltd demonstrated a high level of environmental performance and a high level of administrative performance.
87. During the year, Zelum Ltd demonstrated a high level of environmental performance and a high level of administrative performance.
88. For reference, in the 2018-2019 year, consent holders were found to achieve a high level of environmental performance and compliance for 83% of the consents monitored through the Taranaki tailored monitoring programmes, while for another 13% of the consents, a good level of environmental performance and compliance was achieved.
89. In terms of overall environmental and compliance performance by the consent holders over the last several years, this report shows that the consent holders' performance remains at a good level in the year under review.

90. This report includes recommendations for the 2019-2020 year, including recommendations relating to an optional review of various consents.

19-96 Oaonui Water Supply Ltd Monitoring Programme Annual Report 2018-2019

91. The Oaonui Water Supply Ltd (the Company) operates a rural water supply scheme located on Arawhata Road, Oaonui in the Oaonui catchment. The report for the period July 2018 to June 2019 describes the monitoring programme implemented by the Taranaki Regional Council (the Council) to assess the Company's environmental and consent compliance performance during the period under review. The report also details the results of the monitoring undertaken and assesses the environmental effects of the Company's activities.
92. The Company holds three resource consents, which include a total of 26 conditions setting out the requirements that the Company must satisfy. The Company holds one consent to allow it to take and use water, one consent to maintain a weir, and one consent to discharge contaminants from intake sluicing. The Council's monitoring programme for the year under review included two inspections, a review of water abstraction data, one macroinvertebrate survey, one fish survey and four stream gaugings.
93. During the year, the Company demonstrated a good level of environmental performance.
94. During the year, an improvement was required in the Company's level of administrative performance with the resource consents as defined in Section 1.1.4. The data and reporting requirements of the consent 0231-4 were not met due to the position of the flow meter which could not accurately record the actual rate. An abatement notice was issued directing the Company undertake works to address this. These works were completed shortly after the monitoring period.
95. Fish and macroinvertebrate surveys recommended further surveys be tailored specifically to monitor the effects of sluicing as well as discharges and abstraction. A report to investigate the ecological effects of the Company activities is required by consent conditions on 1 June 2020.
96. For reference, in the 2018-2019 year, consent holders were found to achieve a high level of environmental performance and compliance for 83% of the consents monitored through the Taranaki tailored monitoring programmes, while for another 13% of the consents, a good level of environmental performance and compliance was achieved.
97. In terms of overall environmental and compliance performance by the consent holder over the last several years, this report shows that the consent holder's performance was maintained during the year under review.
98. This report includes recommendations for the 2019-2020 year.

Decision-making considerations

99. Part 6 (Planning, decision-making and accountability) of the *Local Government Act 2002* has been considered and documented in the preparation of this agenda item. The recommendations made in this item comply with the decision-making obligations of the *Act*.

Financial considerations—LTP/Annual Plan

100. This memorandum and the associated recommendations are consistent with the Council's adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

101. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the *Local Government Act 2002*, the *Resource Management Act 1991* and the *Local Government Official Information and Meetings Act 1987*.

Iwi considerations

102. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making processes (schedule 10 of the *Local Government Act 2002*) as outlined in the adopted long-term plan and/or annual plan. Similarly, iwi involvement in adopted work programmes has been recognised in the preparation of this memorandum.

Legal considerations

103. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.

Appendices/Attachments

Report Name	PDF Number	Reporting period
19-10 Mangati Catchment Integrated Monitoring Programme Annual Report 2018-2019	2473756	2018-2019
19-72 South Taranaki Water Supplies Monitoring Programme Annual Report 2018-2019	2423824	2018-2019
19-94 Port Area Catchments (Hongihongi+Herekawe) Compliance Monitoring Annual Report 2018-2019	2434829	2018-2019
19-95 Waitaha Catchment Monitoring Programme Annual Report 2018-2019	2476966	2018-2019
19-96 Oaonui Water Supply Ltd Monitoring Programme Annual Report 2018-2019	2430840	2018-2019



Committee: Consents and Regulatory Committee

Date: 19 May 2020

Subject: **Resource consents issued under delegated authority and applications in progress**

Approved by: A D McLay, Director - Resource Management
B G Chamberlain, Chief Executive

Document: 2486263

Purpose

1. The purpose of this memorandum is to advise the Council of consents granted, consents under application and of consent processing actions since the last meeting. This information is summarised in attachments at the end of this report.

Executive summary

2. Memorandum to advise the Council of recent consenting actions made under regional plans and the Resource Management Act 1991, in accordance with Council procedures and delegations.

Recommendation

That the Taranaki Regional Council:

- a) receives the schedule of resource consents granted and other consent processing actions, made under delegated authority

Background

3. The attachments show resource consent applications, certificates of compliance and deemed permitted activities that have been investigated and decisions made by officers of the Taranaki Regional Council. They are activities having less than minor adverse effects on the environment, or having minor effects where affected parties have agreed to the activity. In accordance with sections 87BB, 104 to 108 and 139 of the Resource Management Act 1991, and pursuant to delegated authority to make these decisions, the Chief Executive or the Director – Resource Management has allowed the consents, certificates of compliance and deemed permitted activities.

4. The exercise of delegations under the Resource Management Act 1991 is reported for Members' information. Under the delegations manual, consent processing actions are to be reported to the Consents and Regulatory Committee.
5. In addition to the details of the activity consented, the information provided identifies the Iwi whose rohe (area of interest) the activity is in. If the activity is in an area of overlapping rohe both Iwi are shown. If the activity is within, adjacent to, or directly affecting a statutory acknowledgement (area of special interest), arising from a Treaty settlement process with the Crown, that is also noted.
6. Also shown, at the request of Iwi members of the Council, is a summary of the engagement with Iwi and Hapū, undertaken by the applicant and the Council during the application process. Other engagement with third parties to the consent process is also shown. The summary shows the highest level of involvement that occurred with each party. For example, a party may have been consulted by the applicant, provided with a copy of the application by the Council, served notice as an affected party, lodged a submission and ultimately agreed with the consent conditions. In that case the summary would show only 'agreed with consent conditions', otherwise reporting becomes very complicated.
7. The attachment titled 'Consent Processing Information' includes the figure 'Consent Applications in Progress' which shows the total number of applications in the consent processing system over the last twelve months. The number of applications for the renewal of resource consents is also shown. The difference between the two is the number of new applications, including applications for a change of consent conditions. New applications take priority over renewal applications. Renewal applications are generally put on hold, with the agreement of the applicant, and processed when staff resources allow. A consent holder can continue to operate under a consent that is subject to renewal. The above approach is pragmatic and ensures there are no regulatory impediments to new activities requiring authorisation.
8. The attachment also includes:
 - Applications in progress table - the number of applications in progress at the end of each month (broken down into total applications and the number of renewals in progress) for this year and the previous two years.
 - Potential hearings table outlining the status of applications where a hearing is anticipated and the decision maker(s) (e.g. a hearing panel) has been appointed.
 - Consents issued table - the number of consents issued at the end of each month for this year and the previous two years.
 - Breakdown of consents issued. This is the number of consents issued broken down by purpose – new, renewals, changes or review.
 - Types of consents issued, further broken down into notification types – non-notified, limited notified or public notified.
 - Number of times that the public and iwi were involved in an application process for the year so far.
 - Application processing time extensions compared to the previous years.
 - Consent type process shows the notification type including applications submitted on and the pre-hearing resolution numbers.
 - Applications that have been returned because they are incomplete.

Discussion

9. Part 6 (Planning, decision-making and accountability) of the Local Government Act 2002 has been considered and documented in the preparation of this agenda item. The recommendations made in this item comply with the decision-making obligations of the Act.

Decision-making considerations

10. Part 6 (Planning, decision-making and accountability) of the *Local Government Act 2002* has been considered and documented in the preparation of this agenda item. The recommendations made in this item comply with the decision-making obligations of the Act.

Financial considerations—LTP/Annual Plan

11. This memorandum and the associated recommendations are consistent with the Council's adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

12. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the *Local Government Act 2002*, the *Resource Management Act 1991* and the *Local Government Official Information and Meetings Act 1987*.

Iwi considerations

13. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making processes (schedule 10 of the *Local Government Act 2002*) as outlined in the adopted long-term plan and/or annual plan. Similarly, iwi involvement in adopted work programmes has been recognised in the preparation of this memorandum.

Legal considerations

14. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.

Appendices/Attachments

Document 2486109: List of non-notified and limited-notified consents

Document 2486188: Schedule of non-notified consents

Document 2486238: Schedule of limited-notified consents

Document 2485891: Consents processing charts for Agenda

**Non-notified authorisations issued by the Taranaki Regional Council
between 06 Mar 2020 and 24 Apr 2020**

Coastal Permit						
Consent	Holder	Subtype	Primary Industry	Secondary Industry	Primary Purpose	Activity
R2/10812-1.1	Waka Kotahi NZ Transport Agency	Structure - Protection (Coastal)	Central Government	Transport	Roading	New
Discharge Permit						
Consent	Holder	Subtype	Primary Industry	Secondary Purpose	Primary Purpose	Activity
R2/0758-3.0	DR & FM Corrigan Trust Partnership	Land - Animal Waste	Agriculture	Farming - Dairy	Effluent disposal	Replace
R2/1394-4.0	Harbledown Trust	Land - Animal Waste	Agriculture	Farming - Dairy	Effluent disposal	Replace
R2/1771-3.1	Skylark Trust	Water - Animal Waste	Agriculture	Farming - Dairy	Effluent disposal	Change
R2/2483-3.0	AJ Trust Partnership	Land - Animal Waste	Agriculture	Farming - Dairy	Effluent disposal	Replace
R2/2489-3.0	Ngatahi Trust	Water - Animal Waste	Agriculture	Farming - Dairy	Effluent disposal	Replace
R2/2670-3.0	Kaihihi Trust	Land - Animal Waste	Agriculture	Farming - Dairy	Effluent disposal	Replace
R2/2862-3.0	Mathieson @ Rongomai Limited	Land - Animal Waste	Agriculture	Farming - Dairy	Effluent disposal	Replace
R2/3153-3.0	Anthony & Wendy Mullan	Land - Animal Waste	Agriculture	Farming - Dairy	Effluent disposal	Replace
R2/3190-3.0	Aylward Burgess Trust	Land - Animal Waste	Agriculture	Farming - Dairy	Effluent disposal	Replace
R2/3238-3.0	Andrew & Sharon Gooch Family Trust	Land - Animal Waste	Agriculture	Farming - Dairy	Effluent disposal	Replace
R2/3239-3.0	Estate of NG Phillips & HS Phillips	Water - Animal Waste	Agriculture	Farming - Dairy	Effluent disposal	Replace
R2/3406-3.0	Taumaha Trust	Land - Animal Waste	Agriculture	Farming - Dairy	Effluent disposal	Replace
R2/3853-3.0	Haigh Farms Limited	Land/Water - Animal Waste	Agriculture	Farming - Dairy	Effluent disposal	Replace
R2/3870-3.0	DNA Mountain View Farms Limited	Water - Animal Waste	Agriculture	Farming - Dairy	Effluent disposal	Replace
R2/4431-3.0	DC & MA Cathie Family Trust	Land - Animal Waste	Agriculture	Farming - Dairy	Effluent disposal	Replace
Land Use Consent						
Consent	Holder	Subtype	Primary Industry	Secondary Purpose	Primary Purpose	Activity
R2/3317-3.0	Keith Brodie	Structure - Culvert	Property Development		Access	Replace
R2/10573-1.2	Summerset Group Holdings Limited	Structure - Erosion Control	General Services		Erosion Protection	Change
R2/10817-1.0	Mullag Partnership	Structure - Culvert	Agriculture	Farming - Dairy	Access	New
R2/10820-1.0	Te Korowai O Ngaruahine Trust	Disturb	General Services		Erosion Protection	New
R2/10821-1.0	Summerset Villages (New Plymouth) Limited	Structure - Erosion Control	General Services		Erosion Protection	New
R2/10823-1.0	Blue Rata Investments Limited	Structure - Culvert	Agriculture	Farming - Dairy	Access	New

**Limited Notified authorisations issued by the Taranaki Regional Council
between 06 Mar 2020 and 24 Apr 2020**

Land Use Consent						
Consent	Holder	Subtype	Primary Industry	Secondary Purpose	Primary Purpose	Activity
R2/10761-1.0	Philip & Lorraine Potroz	Realign Waterway	Agriculture	Farming - Dairy	Land Improvement	New

**Non-notified authorisations issued by the Taranaki Regional Council
between 06 Mar 2020 and 24 Apr 2020**

[R2/10817-1.0](#)

Mullag Partnership

JR & CM Mullin, 60 Ball Road, RD 2, Patea
4598

Location: 134 Opua Road, Opunake

To install a box culvert in the Koteoteo Stream, including the associated disturbance of the stream bed

Commencement Date: 10 Mar 2020

Expiry Date: 01 Jun 2036

Review Dates: Jun 2024, Jun 2030

Activity Class: Discretionary

Application Purpose: New

Rohe:

Taranaki (Statutory Acknowledgement)

Engagement or consultation:

Te Kahui o Taranaki Trust

Provided with application

[R2/3853-3.0](#)

Haigh Farms Limited

Douglas Haigh, 433 Mid Kahui Road, RD 34,
Opunake 4684

Location: 433 Mid Kahui Road, Rahotu

To discharge farm dairy effluent onto land and, until 1 December 2021 after treatment in an oxidation pond system and constructed drain, into an unnamed tributary of the Pungaereere Stream if the land disposal area is unsuitable for effluent disposal

Commencement Date: 10 Mar 2020

Expiry Date: 01 Dec 2043

Review Dates: Jun 2025, Jun 2031, Jun 2037

Activity Class: Controlled

Application Purpose: Replace

Rohe:

Taranaki (Statutory Acknowledgement)

Engagement or consultation:

Te Kahui o Taranaki Trust

Provided with application

**Non-notified authorisations issued by the Taranaki Regional Council
between 06 Mar 2020 and 24 Apr 2020**

[R2/3870-3.0](#)

DNA Mountain View Farms Limited
433 Mid Kahui Road, RD 34, Opunake 4684

Commencement Date: 11 Mar 2020

Expiry Date: 01 Dec 2025

Review Dates: Jun 2022, Jun 2024

Activity Class: Controlled

Location: 2878 Carrington Road, Okato

Application Purpose: Replace

To discharge farm dairy effluent:

- onto land and, after treatment in an oxidation pond system, into an unnamed tributary of the Kaihihi Stream if the land disposal area is unsuitable for effluent disposal; and,
- until 1 December 2021 to discharge farm dairy effluent after treatment in an oxidation pond system, into an unnamed tributary of the Kaihihi Stream

Rohe:

Taranaki (Statutory Acknowledgement)

Engagement or consultation:

Te Kahui o Taranaki Trust

Provided with application

[R2/1771-3.1](#)

Skylark Trust
SR Lark, 328 Wiremu Road, RD 32, Opunake
4681

Commencement Date: 16 Mar 2020

Expiry Date: 01 Dec 2030

Review Dates: Jun 2022, Jun 2024,
Jun 2026, Jun 2028

Activity Class: Discretionary

Location: 328 Wiremu Road, Te Kiri

Application Purpose: Change

To discharge farm dairy effluent:

- onto land and, after treatment in an oxidation pond system, into an unnamed tributary of the Taungatara Stream if the land disposal area is unsuitable for effluent disposal; and,
- until 1 December 2021 to discharge farm dairy effluent after treatment in an oxidation pond system, into an unnamed tributary of the Taungatara Stream

Change of conditions to include discharge to land

Rohe:

Ngaruahine (Statutory Acknowledgement)

Taranaki (Statutory Acknowledgement)

Engagement or consultation:

Te Kahui o Taranaki Trust

Provided with application

Te Korowai O Ngaruahine Trust

Comment on application received

- *General opposition*
-

**Non-notified authorisations issued by the Taranaki Regional Council
between 06 Mar 2020 and 24 Apr 2020**

[R2/3317-3.0](#)

Keith Brodie

PO Box 77, Oakura 4345

Location: 368 Weld Road, Oakura

To use an existing crossing on the Whenuariki Stream that includes culverts, a fish pass and a spillway

Commencement Date: 19 Mar 2020

Expiry Date: 01 Jun 2037

Review Dates: Jun 2025, Jun 2031

Activity Class: Discretionary

Application Purpose: Replace

Rohe:

Taranaki (Statutory Acknowledgement)

Engagement or consultation:

Te Kahui o Taranaki Trust

Written approval provided

Te Kahui o Taranaki Trust

Consulted by applicant

[R2/10823-1.0](#)

Blue Rata Investments Limited

C/- Farm Venture Consultancy Limited, PO
Box 762, New Plymouth 4340

Location: 3009 Carrington Road, Okato

To install a culvert in an unnamed tributary of the Mangatete Stream, including the associated disturbance of the stream bed

Commencement Date: 19 Mar 2020

Expiry Date: 01 Jun 2037

Review Dates: Jun 2025, Jun 2031

Activity Class: Discretionary

Application Purpose: New

Rohe:

Taranaki (Statutory Acknowledgement)

Engagement or consultation:

Te Kahui o Taranaki Trust

Provided with application

**Non-notified authorisations issued by the Taranaki Regional Council
between 06 Mar 2020 and 24 Apr 2020**

[R2/4431-3.0](#)

DC & MA Cathie Family Trust
69 Patiki Road, RD 32, Opunake 4682

Location: 69 Patiki Road, Pihama
To discharge farm dairy effluent onto land

Rohe:

Ngaruahine (Statutory Acknowledgement)
Taranaki (Statutory Acknowledgement)

Engagement or consultation:

Te Kahui o Taranaki Trust
Te Korowai O Ngaruahine Trust

Commencement Date: 19 Mar 2020

Expiry Date: 01 Dec 2048

Review Dates: Jun 2024, Jun 2030,
Jun 2036, Jun 2042

Activity Class: Controlled

Application Purpose: Replace

Provided with application

Comment on application received

- *Do not oppose, subject to conditions*

[R2/3406-3.0](#)

Taumaha Trust
NH Walker, 48A Rata Street, Hawera 4610

Location: 142 Taumaha Road, Manutahi
To discharge farm dairy effluent onto land

Rohe:

Ngati Ruanui

Commencement Date: 20 Mar 2020

Expiry Date: 01 Dec 2046

Review Dates: Jun 2028, Jun 2034, Jun 2040

Activity Class: Controlled

Application Purpose: Replace

**Non-notified authorisations issued by the Taranaki Regional Council
between 06 Mar 2020 and 24 Apr 2020**

[R2/2670-3.0](#)

Kaihihi Trust

C/- RH & AM Barron, 956 Main South Road,
RD 4, New Plymouth 4374

Location: 189 Oxford Road, New Plymouth
To discharge farm dairy effluent onto land

Commencement Date: 20 Mar 2020

Expiry Date: 01 Dec 2043

Review Dates: Jun 2025, Jun 2031, Jun 2037

Activity Class: Controlled

Application Purpose: Replace

Rohe:

Taranaki (Statutory Acknowledgement)

Engagement or consultation:

Te Kahui o Taranaki Trust

Provided with application

[R2/3153-3.0](#)

Anthony Lewis & Wendy Ann Mullan
227 Tipoka Road, RD 35, Opunake 4685

Location: 227 Tipoka Road, Rahotu
To discharge farm dairy effluent onto land

Commencement Date: 20 Mar 2020

Expiry Date: 01 Dec 2043

Review Dates: Jun 2025, Jun 2031, Jun 2037

Activity Class: Controlled

Application Purpose: Replace

Rohe:

Taranaki (Statutory Acknowledgement)

Engagement or consultation:

Te Kahui o Taranaki Trust

Provided with application

**Non-notified authorisations issued by the Taranaki Regional Council
between 06 Mar 2020 and 24 Apr 2020**

[R2/3190-3.0](#)

Aylward Burgess Trust
69 Burgess Road, RD 37, New Plymouth 4381

Location: 69 Burgess Road, Warea
To discharge farm dairy effluent onto land

Rohe:

Taranaki (Statutory Acknowledgement)

Engagement or consultation:

Te Kahui o Taranaki Trust

Commencement Date: 20 Mar 2020

Expiry Date: 01 Dec 2043

Review Dates: Jun 2025, Jun 2031, Jun 2037

Activity Class: Controlled

Application Purpose: Replace

Provided with application

[R2/3238-3.0](#)

Andrew & Sharon Gooch Family Trust
5439 Main South Road, RD 31, Opunake 4681

Location: 5359 Main South Road, Rahotu
To discharge farm dairy effluent onto land

Rohe:

Taranaki (Statutory Acknowledgement)

Engagement or consultation:

Te Kahui o Taranaki Trust

Commencement Date: 24 Mar 2020

Expiry Date: 01 Dec 2043

Review Dates: Jun 2025, Jun 2031, Jun 2037

Activity Class: Controlled

Application Purpose: Replace

Provided with application

**Non-notified authorisations issued by the Taranaki Regional Council
between 06 Mar 2020 and 24 Apr 2020**

[R2/2483-3.0](#)

AJ Trust Partnership
6349 South Road, RD 35, Opunake 4685

Location: 72 Pungarehu Road, Pungarehu
To discharge farm dairy effluent onto land

Rohe:

Taranaki (Statutory Acknowledgement)

Engagement or consultation:

Te Kahui o Taranaki Trust

Commencement Date: 25 Mar 2020

Expiry Date: 01 Dec 2043

Review Dates: Jun 2025, Jun 2031, Jun 2037

Activity Class: Controlled

Application Purpose: Replace

Provided with application

[R2/10820-1.0](#)

Te Korowai O Ngaruahine Trust
PO Box 474, Hawera 4640

Location: Kaupokonui Stream, 97 Glenn Road, Kaupokonui
Application Purpose: New

To partially demolish a weir (known the 'Glenn Road' weir) on the Kaupokonui Stream,
including the associated disturbance of the stream bed

Rohe:

Ngaruahine (Statutory Acknowledgement)

Engagement or consultation:

Department of Conservation

Consulted by applicant

Fish & Game New Zealand

Consulted by applicant

Heritage New Zealand

Consulted by applicant

Michael & Levonne Grayling

Written approval provided

Ngati Tu Hapu

Consulted by applicant

South Taranaki District Council

Consulted by applicant

**Non-notified authorisations issued by the Taranaki Regional Council
between 06 Mar 2020 and 24 Apr 2020**

[R2/3239-3.0](#)

Estate of NG Phillips & HS Phillips
224 Upper Newall Road, RD 37, New
Plymouth 4381

Location: 202 Upper Newall Road, Newall

To discharge farm dairy effluent:

- onto land and, after treatment in an oxidation pond system and wetland, into an unnamed tributary of the Teikaparua (Warea) River if the land disposal area is unsuitable for effluent disposal; and
- until 1 December 2020 to discharge farm dairy effluent after treatment in an oxidation pond system and wetland, into an unnamed tributary of the Teikaparua (Warea) River

Rohe:

Taranaki (Statutory Acknowledgement)

Engagement or consultation:

Te Kahui o Taranaki Trust

Commencement Date: 26 Mar 2020

Expiry Date: 01 Dec 2025

Review Dates: Jun 2022, Jun 2024

Activity Class: Controlled

Application Purpose: Replace

Provided with application

[R2/2862-3.0](#)

Mathieson @ Rongomai Limited
104 Rongomai Road, RD 37, Okato 4381

Location: 7071 Main South Road, Puniho
To discharge farm dairy effluent onto land

Rohe:

Taranaki (Statutory Acknowledgement)

Engagement or consultation:

Te Kahui o Taranaki Trust

Commencement Date: 27 Mar 2020

Expiry Date: 01 Dec 2043

Review Dates: Jun 2025, Jun 2031, Jun 2037

Activity Class: Controlled

Application Purpose: Replace

Comment on application received

- *General support*
-

**Non-notified authorisations issued by the Taranaki Regional Council
between 06 Mar 2020 and 24 Apr 2020**

[R2/1394-4.0](#)

Harbledown Trust

22 McLean Street, Strandon, New Plymouth
4312

Location: 1128 Frankley Road, Hurworth
To discharge farm dairy effluent onto land

Commencement Date: 27 Mar 2020

Expiry Date: 01 Dec 2043

Review Dates: Jun 2025, Jun 2031, Jun 2037

Activity Class: Controlled

Application Purpose: Replace

Rohe:

Taranaki (Statutory Acknowledgement)

Te Atiawa (Statutory Acknowledgement)

Engagement or consultation:

Te Kahui o Taranaki Trust

Provided with application

Te Kotahitanga o Te Atiawa Trust

Provided with application

[R2/2489-3.0](#)

Ngatahi Trust

C/- LA & KDH Ritchie, 586 Dudley Road
Upper, RD 6, Inglewood 4386

Location: 586 Dudley Road Upper, Kaimiro

To discharge farm dairy effluent:

- onto land and, after treatment in an oxidation pond system, into an unnamed tributary of the Waionganaiti Stream if the land disposal area is unsuitable for effluent disposal; and,
- until 1 December 2021 to discharge farm dairy effluent after treatment in an oxidation pond system, into an unnamed tributary of the Waionganaiti Stream

Commencement Date: 30 Mar 2020

Expiry Date: 01 Dec 2026

Review Dates: Jun 2022, Jun 2024

Activity Class: Controlled

Application Purpose: Replace

Rohe:

Taranaki (Statutory Acknowledgement)

Te Atiawa (Statutory Acknowledgement)

Engagement or consultation:

Te Kahui o Taranaki Trust

Provided with application

Te Kotahitanga o Te Atiawa Trust

Provided with application

**Non-notified authorisations issued by the Taranaki Regional Council
between 06 Mar 2020 and 24 Apr 2020**

[R2/0758-3.0](#)

DR & FM Corrigan Trust Partnership
280 Fraser Road, RD 13, Normanby, Hawera
4673

Location: 139 Whakatau Road, Normanby
To discharge farm dairy effluent onto land

Commencement Date: 31 Mar 2020

Expiry Date: 01 Dec 2046

Review Dates: Jun 2028, Jun 2034, Jun 2040

Activity Class: Controlled

Application Purpose: Replace

Rohe:

Ngati Ruanui

[R2/10821-1.0](#)

Summerset Villages (New Plymouth) Limited
PO Box 5187, Lambton Quay, Wellington 6145

Location: 35 Fernbrook Drive & 23 Te Arakete
Place, Vogeltown

To undertake remedial works in an unnamed tributary of the Huatoki Stream, including the reclamation of stream bed, installation of erosion protection and a culvert and ongoing excavation of the stream bed above the embankment

Commencement Date: 06 Apr 2020

Expiry Date: 01 Jun 2038

Review Dates: Jun 2026, Jun 2032

Activity Class: Discretionary

Application Purpose: New

Rohe:

Te Atiawa (Statutory Acknowledgement)

Engagement or consultation:

Ngati Te Whiti Hapu

Consulted by applicant

Te Kotahitanga o Te Atiawa Trust

Provided with application

Te Kotahitanga o Te Atiawa Trust

Consulted by applicant

**Non-notified authorisations issued by the Taranaki Regional Council
between 06 Mar 2020 and 24 Apr 2020**

[R2/10812-1.1](#)

Waka Kotahi NZ Transport Agency
Private Bag 11777, Manawatu Mail Centre,
Palmerston North 4442

Location: Road reserve, SH3, Mokau Road,
Mohakatino

To construct a rock rip-rap revetment and to occupy the associated space in the coastal marine area along the northern embankment of the Mohakatino River

Commencement Date: 21 Apr 2020

Expiry Date: 01 Jun 2039

Review Dates: Jun 2027, Jun 2033

Activity Class: Discretionary

Application Purpose: New

Rohe:

Ngati Tama (Statutory Acknowledgement)

Engagement or consultation:

Department of Conservation

Written approval provided

Ngati Maniapoto

Consulted by applicant

Te Runanga O Ngati Tama

Written approval provided

Te Runanga O Ngati Tama

Consulted by applicant

[R2/10573-1.2](#)

Summerset Group Holdings Limited
PO Box 5187, Wellington 6140

Location: 35 Fernbrook Drive, Vogeltown

To undertake temporary remedial works in an unnamed tributary of the Huatoki Stream, including the installation of a spillway, maintenance and repair of an embankment, removal of an existing culvert and the associated disturbance of the stream bed

Change of consent conditions to remove condition 8

Commencement Date: 23 Apr 2020

Expiry Date: 01 Jun 2020

Review Dates:

Activity Class: Discretionary

Application Purpose: Change

Rohe:

Te Atiawa (Statutory Acknowledgement)

Engagement or consultation:

Te Kotahitanga o Te Atiawa Trust

Provided with application

**Limited Notified authorisations issued by the Taranaki Regional Council
between 06 Mar 2020 and 24 Apr 2020**

[R2/10761-1.0](#)

Philip Lewis & Lorraine Ann Potroz

C/- Trustees of Clearview Trust Partnership,
693R Pembroke Road, RD 21, Pembroke,
Stratford 4391

Location: 687 Radnor Rd, Stratford

To reinstate a section of an unnamed tributary of the Kahouri Stream, including associated streambed disturbance and reclamation

Commencement Date: 24 Mar 2020

Expiry Date: 01 Jun 2034

Review Dates: June annually until 2022
and at 3 yearly intervals thereafter

Activity Class: Discretionary

Application Purpose: New

Rohe:

Ngaruahine (Statutory Acknowledgement)

Ngati Maru

Ngati Ruanui

Engagement or consultation:

Inuawai Okahu Hapu

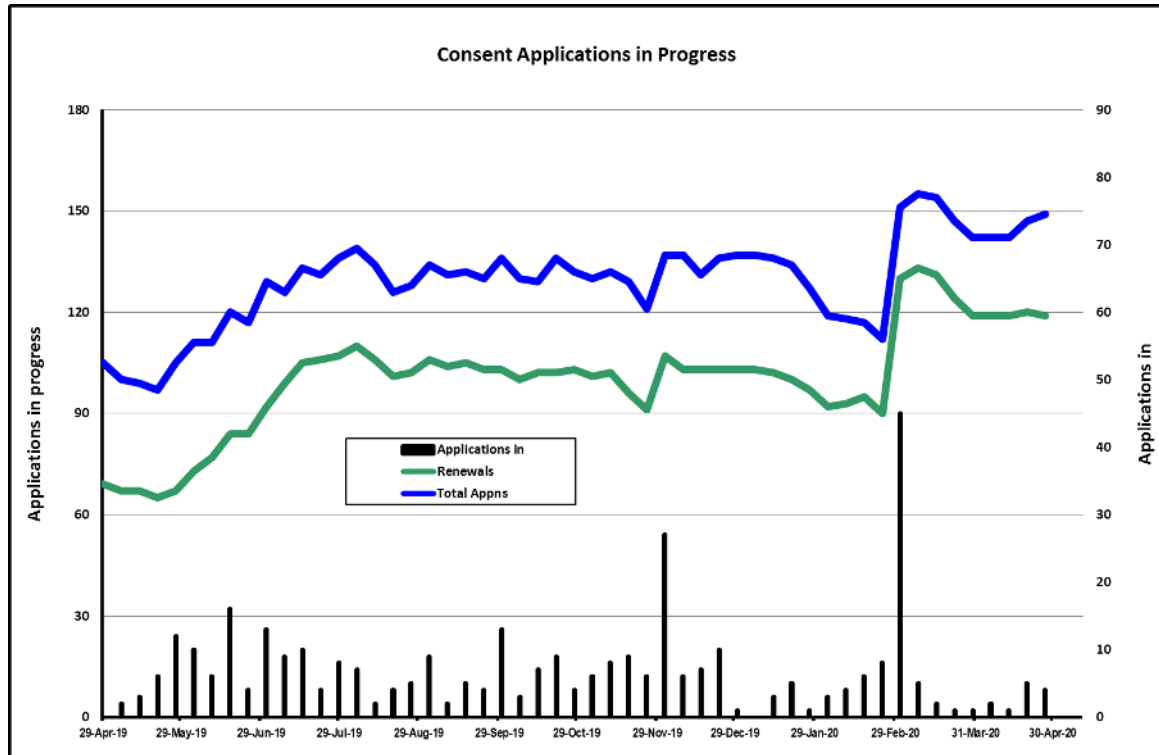
Te Korowai O Ngaruahine Trust

Consulted by applicant

Submitter - withdrawn

Consent Processing Information

1) Applications in progress



2) Month Ending

	July		Aug		Sept		Oct		Nov		Dec		Jan		Feb		Mar		Apr		May		Jun	
	Total	R	Total	R	Total	R	Total	R	Total	R	Total	R	Total	R	Total	R	Total	R	Total	R	Total	R	Total	R
2019/2020	136	107	126	101	136	103	129	101	130	101	136	103	135	100	152	130	139	119	142	119				
2018/2019	144	53	124	44	127	43	143	43	142	45	91	58	94	61	98	73	107	70	105	69	105	67	129	92
2017/2018	209	149	218	151	210	145	210	136	189	144	253	146	249	144	248	149	174	79	170	76	176	77	164	68

R = Renewals

Note: April part month

3) Potential Hearings

Applicant	Description	Notification date	Status	Date Issued
Nil				

4) Consents Issued (running totals)

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
2019-2020	26	51	72	102	148	162	188	218	239			
2018-2019	32	55	66	84	109	186	195	211	225	242	265	286
2017-2018	15	38	72	116	160	176	195	217	236	253	279	308

5) Breakdown of consents issued

	New	Renewal	Change	Review	Totals
2017-2018 Total	134	106	61	7	308
2018-2019 Total	148	93	45	0	286
2019-2020 (to end March)	69	132	38	0	239

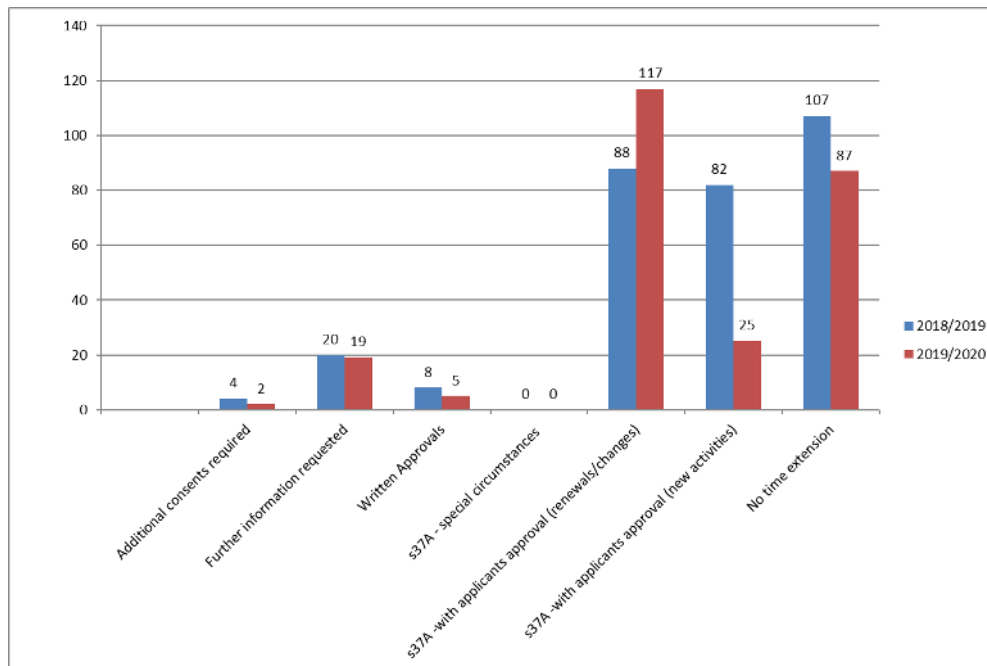
6) Types of consents issued - year to date comparison

	Publically Notified					%	Total publically notified	Limited					%	Total Limited Notified	Non Notified					%	Total Non-notified	Grand Total
	Agricultural	Central/Local Government	Energy	Forestry	Other			Agricultural	Central/Local Government	Energy	Forestry	Other			Agricultural	Central/Local Government	Energy	Forestry	Other			
July 2017 to June 2018	0	1	0	0	5	1.9%	6	1	2	0	0	1.0%	3	119	34	84	10	52	97.1%	299	308	
July 2018 to June 2019	0	57	0	0	0	19.9%	57	6	2	0	0	3.1%	9	103	32	41	10	34	76.9%	220	286	
July 2019 to March 2020	0	0	0	0	0	0.0%	0	1	4	0	0	2.1%	5	142	27	27	6	32	97.9%	234	239	

7) Involvement with third parties for applications granted year to date

	Consultation/ Involved (number of parties)	Number of Affected Party Approvals (written)	Totals
District Councils	8	9	17
DOC	7	0	7
Environmental/Recreational Groups	19	0	19
Fish & Game	13	2	15
Individuals/Neighbours/Landowners	11	40	51
Network Utilities	0	0	0
Non Govt Organisations	0	0	0
Other Govt Departments	8	2	10
Iwi/hapu	260	7	267
Totals - July 2019 - 31 March 2020	326	60	386

8) Application processing time extensions used 2018-2019 versus 2019-2020



9) Consent type process

	Last 10 year average 2009 - 2018	July 2018 to June 2019	July 2019 to March 2020
Total consents granted	379	286	239
Publicly Notified	9	57	0
Limited-notified	12	9	5
Non-notified	360	220	234
Applications submitted on (in opposition and to be heard)	14	65	2
Application Pre-hearing resolution (%)	76%	12%	100%
Hearings (no. of applications)	1 (7)	1 (57)	0 (0)
Appeals (no. of applications)	1 (7)	3 (57)	0 (0)
Total current consents	4677	4784	4763

10) Applications returned incomplete under Section 88

For the 2019-2020 year to date, 8 applications have been returned incomplete under S88 of the RMA for insufficient information. All 8 applications have since been resubmitted by the applicant.

11) Deemed Permitted Activities issued

Nil



Committee:	Consents and Regulatory Committee
Date	19 May 2020
Subject:	Incident, Compliance Monitoring Non-compliances and Enforcement Summary - 27 February 2020 to 29 April 2020
Approved by:	A D McLay, Director - Resource Management B G Chamberlain, Chief Executive
Document:	2493112

Purpose

1. The purpose of this memorandum is to allow the Council to consider and receive the summary of the incidents, compliance monitoring non-compliances and enforcement for the period 27 February 2020 to 29 April 2020.
2. The annual inspection for farm dairy effluent monitoring programme commences in September each year and usually finish around March, however follow up inspections and winter milking inspections are also carried out during the rest of the year.

Executive summary

Incidents

3. There are one hundred and nine (109) incidents reported.
4. Fifty seven (57) of the incidents were found to be compliant and thirty seven (37) were found to be non-compliant. Fifteen (15) of the incidents reported relate to non-compliances from previous periods (updates). The action taken on the incidents is set out for Members information.

Compliance monitoring non-compliances

5. There are twenty (20) compliance monitoring non-compliances reported. Six (6) of the compliance monitoring non-compliances reported are updates from previous periods.
6. Twenty ten (10) of the non-compliances reported are as a result of the annual dairy inspection round.

Recommendations

That the Taranaki Regional Council:

- a) receives this memorandum
- b) receives the summary of the incidents, compliance monitoring non-compliances and enforcement for the period from 27 February 2020 to 29 April 2020, notes the action taken by staff acting under delegated authority and adopts the recommendations therein.

Background

7. The Council receives and responds to pollution events and public complaints throughout the year. Consent compliance monitoring undertaken can also identify non-compliance. This information is recorded in the IRIS database together with the results of investigations and any follow-up actions. Such incidents and non-compliances are publicly reported to the Council through the Consents and Regulatory Committee via the Incidents, Compliance Monitoring Non-compliances and Enforcement Report or the Annual Compliance Monitoring Reports.
8. Attached is the summary of the Incidents, Compliance Monitoring Non-compliances and Enforcement for the period from 27 February 2020 to 29 April 2020.
9. Staff have been delegated by the Council to undertake enforcement actions. The enforcement policy and procedures are approved by the Council and then consistently implemented and reported on by staff.

Disclosure Restrictions

10. The incident register information presentation was reviewed in 2014-2015 to increase reader understanding in this complex area. The first section addresses compliant incidents and can be publically discussed. The second section provides an update on non-compliant incidents from previous meetings and where an incident has been resolved it can be publically discussed. The third and fourth sections provide information on non-compliant incidents and non-compliances found during compliance monitoring during the period that are still under investigation and staff are limited in terms of public disclosure of information, while the investigation is ongoing and enforcement responses have not been determined. The incident flow chart and definition of terms provide further operational detail.

Discussion

11. Council responds to all complaints received with most complaints responded to within four hours. This usually involves a site visit. Responses to complaints and non-compliances with rules in the Council's regional plans, resource consents and the Resource Management Act 1991 are recorded in the IRIS database. Where necessary, appropriate advisory or enforcement actions are undertaken. The latter may include issuing an inspection, abatement or infringement notice, or initiating a prosecution. Where an infringement notice or prosecution is possible, details of the information in the Incidents, Compliance Monitoring Non-compliances and Enforcement agenda item and staff comment will be restricted for legal disclosure reasons. Further information will be provided at a later date to the Council and for prosecutions a detailed report will be provided for information purposes, in the confidential section of the agenda.
12. A summary of Incidents, Compliance Monitoring Non-compliances and Enforcement for the period 27 February 2020 to 29 April 2020 is attached. The 'compliant' incidents are

presented first in a table and the 'non-compliant' incidents are presented after in a more detailed summary, followed by the compliance monitoring non-compliances.

13. Generally incidents in the 'compliant' table have a recommendation of 'no further action'. However, an incident is considered 'compliant' until such time as a non-compliance is found. Therefore occasionally an incident in the 'compliant' table will have a recommendation of 'investigation continuing', if an ongoing investigation is still underway to confirm compliance.
14. A series of graphs are also attached comparing the number of incidents between 2015-2016 and 2019-2020, and also showing how the incidents are tracking in 2019-2020 in relation to environment type and compliance status. There is a graph showing the non-compliances found during compliance monitoring. There is also a graph showing enforcement action taken to date during 2019-2020.
15. The data in the graphs for 2019-2020 to date is showing that there are more incidents but less compliance monitoring non-compliances.

Decision-making considerations

16. Part 6 (Planning, decision-making and accountability) of the *Local Government Act 2002* has been considered and documented in the preparation of this agenda item. The recommendations made in this item comply with the decision-making obligations of the *Act*.

Financial considerations—LTP/Annual Plan

17. This memorandum and the associated recommendations are consistent with the Council's adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

18. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the *Local Government Act 2002*, the *Resource Management Act 1991* and the *Local Government Official Information and Meetings Act 1987*.

Iwi considerations

19. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making processes (schedule 10 of the *Local Government Act 2002*) as outlined in the adopted long-term plan and/or annual plan. Similarly, iwi involvement in adopted work programmes has been recognised in the preparation of this memorandum.

Legal considerations

20. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.

Appendices/Attachments

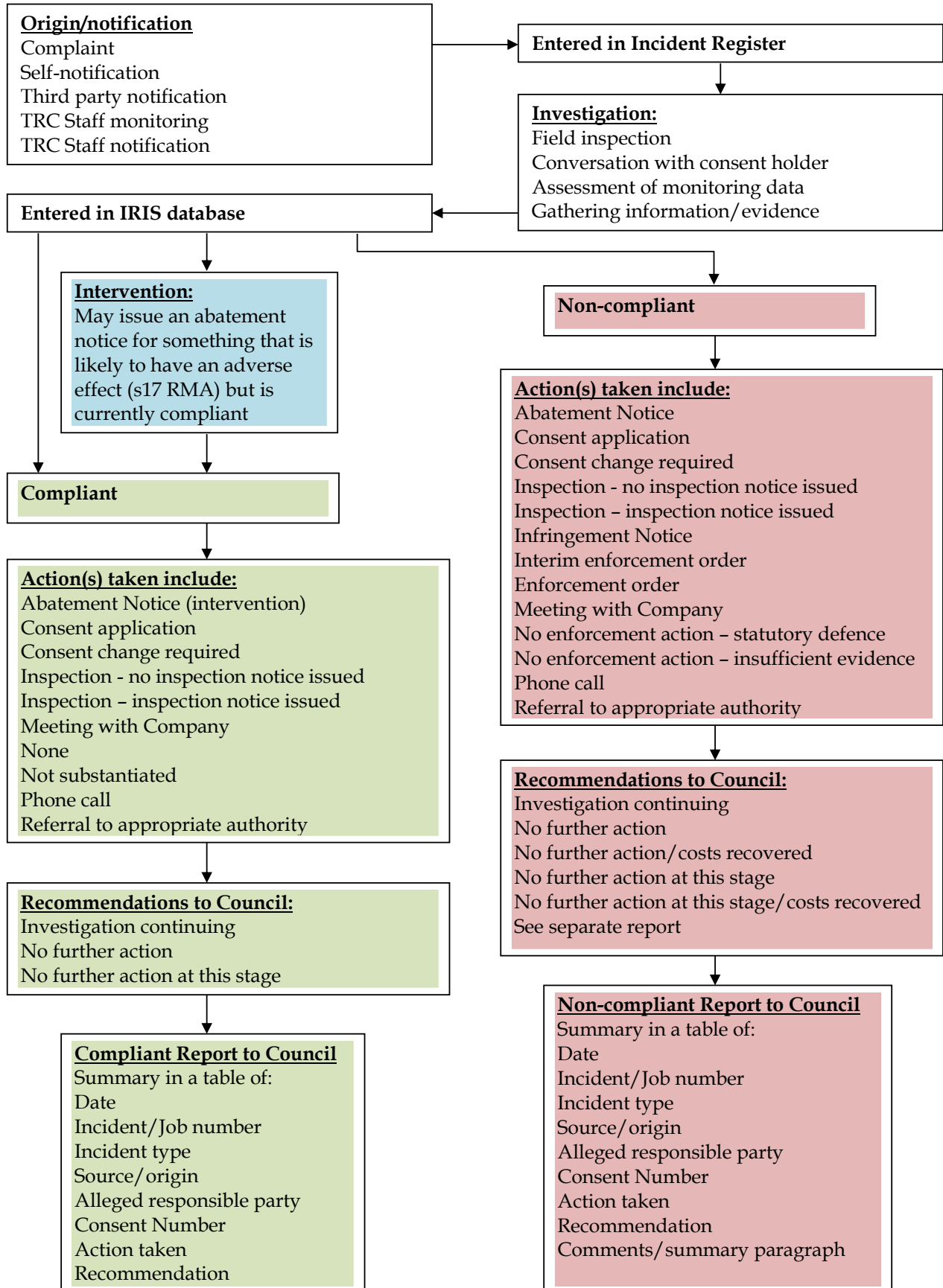
Document 1081324: Incident flowchart and terms explained

Document 2493136: Incident and Enforcement Graphs to 30 April 2020

Document 2493041: Incidents and Enforcement Summary 27 February 2020 to 29 April 2020

Incident flow chart

Doc # 1081324



Terms explained

Compliance rating

Compliant	After investigation the incident was found to be <u>compliant</u> with environmental standards or other regulations, permitted rules in a regional plan (e.g. RFWP, RAQP, RCP allowed), a resource consent and/or the Resource Management Act 1991.
Non-compliant	After investigation the incident was found to be <u>non-compliant</u> with environmental standards or other regulations, rules in a regional plan, a resource consent and/or the Resource Management Act 1991

Origin/Notification:

Complaint	Notification of incident received from public.
Self notification	Notification of incident received from the responsible party.
Third Party Notification	Notification of incident received from third party such as New Zealand Fire, District Council etc.
TRC Staff monitoring	Notification of incident found during routine compliance monitoring.
TRC Staff notification	Notification of incident found during unrelated monitoring/field work.

Action/s Taken:

14 day Letter	A letter was sent requesting an explanation for the non-compliance and why enforcement action should not be considered. The recipient is given 14 days to reply.
Abatement Notice	A notice was issued requiring something to be undertaken or something to cease to ensure compliance with Rules in the regional plans, resource consent or Resource Management Act 1991. Notice must be complied with or further enforcement action can be considered.
Consent application	A consent application has been received as a result of the investigation.
Consent change required	During the investigation it was found that a consent change was required.
Emergency Works	Emergency works was allowed under section 330 of the RMA. Often a subsequent resource consent is required.
Enforcement Order	An enforcement order has been issued by the Environment Court requiring action to be undertaken or something to cease. Notice must be complied with or further enforcement action can be

	considered.
Infringement Notice (\$xxx.xx)	An infringement notice was issued under Section 338(1)(a) of the Resource Management Act 1991 and Councils delegated authority.
Inspection Notice	An inspection was undertaken and a notice of advice/instruction was issued to landowner/alleged offender.
Inspection/no notice issued	An inspection was undertaken, however no inspection notice was issued as there was no alleged offender/landowner to issue one to (natural event, unsourced etc).
Interim Enforcement Order	An interim enforcement order has been issued by the Environment Court requiring action to be undertaken or something to cease. Notice must be complied with or further enforcement action can be considered.
Meeting with Company	A meeting was held with the Company to discuss the incident and ways to resolve any issues.
None	No action was required.
Not Substantiated	The incident could not be substantiated (i.e. it is not likely/possible/probable that the alleged incident could have taken place).
Phone call	A phone call was made to the alleged offender/authority.
Prosecution	A prosecution is being initiated for this incident.
Referral to Appropriate Authority	The incident was referred to the appropriate authority (District Council, Department of Conservation etc).

Recommendations to Council

Investigation continuing	Outcome has not been finalised. Investigation is continuing on this incident, information/evidence still being gathered. Further action, including enforcement are being considered and therefore legally all information cannot be reported on this incident at this stage. These incidents will continue to be reported as updates in the following agendas.
No Further Action	Investigation is completed, any required enforcement action has been undertaken and no further action is required.
No Further Action At This Stage	Investigation is completed, any required enforcement action has been undertaken and further action may be required at a later date.
No Further Action/Costs Recovered	Investigation is completed, any required enforcement action has been undertaken and no further action is required. Costs will be recovered from the alleged offender for the investigation.

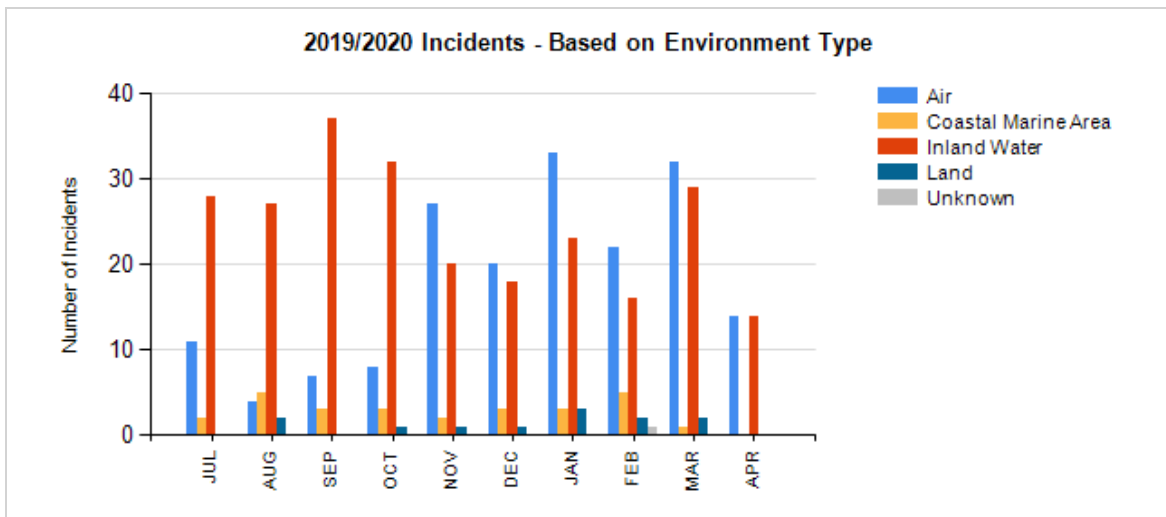
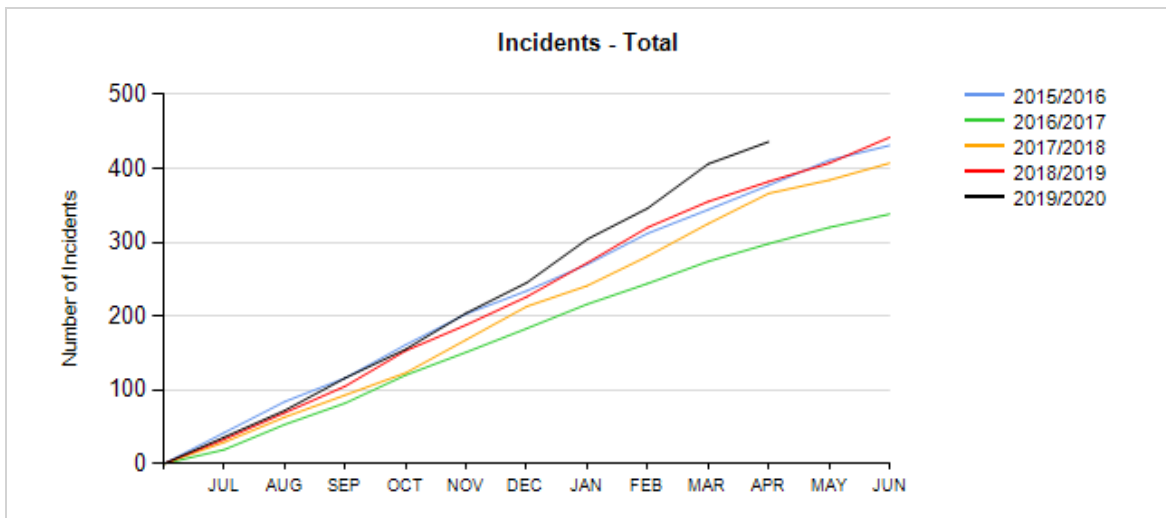
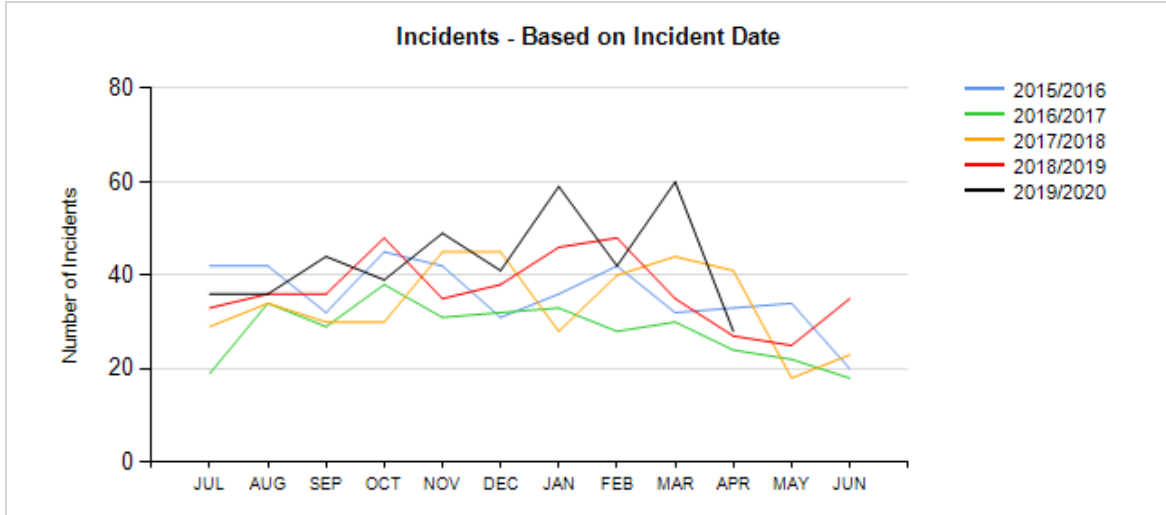
No further Action at this Stage/Costs Recovered Investigation is completed, any required enforcement action has been undertaken and further action may be required at a later date (reinspection of Abatement Notice etc). Costs will be recovered from the alleged offender for the investigation.

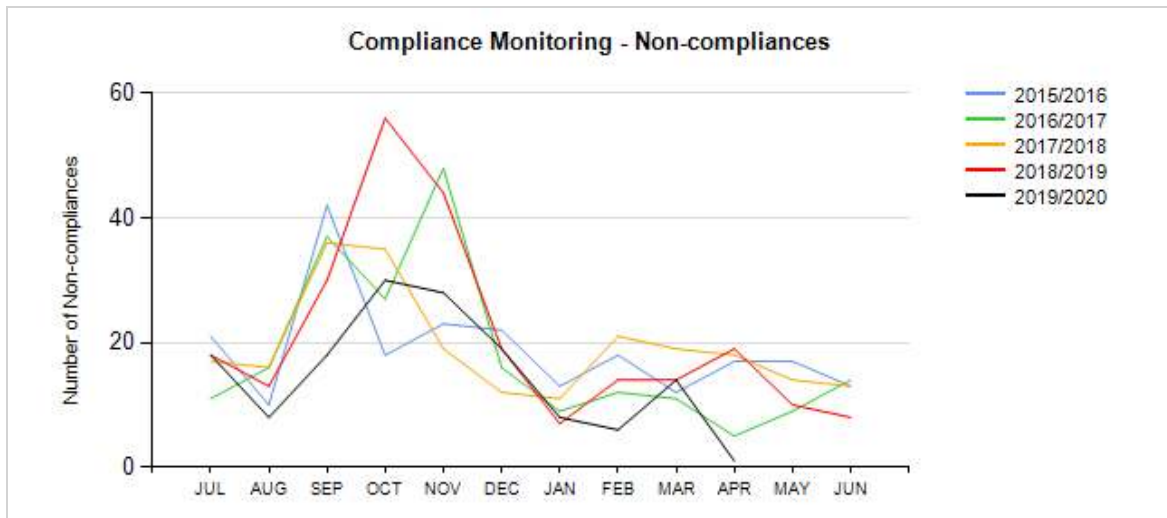
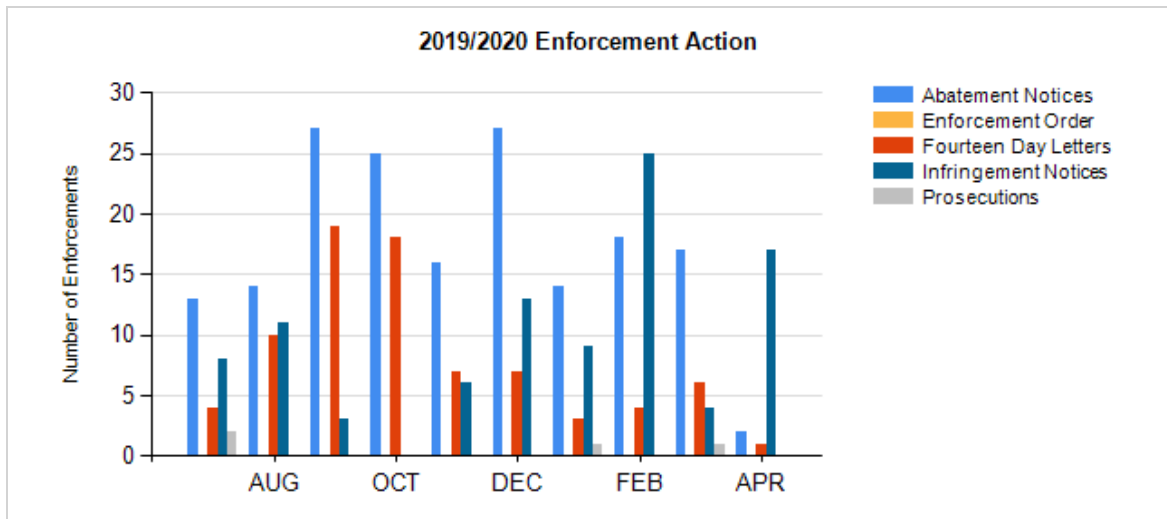
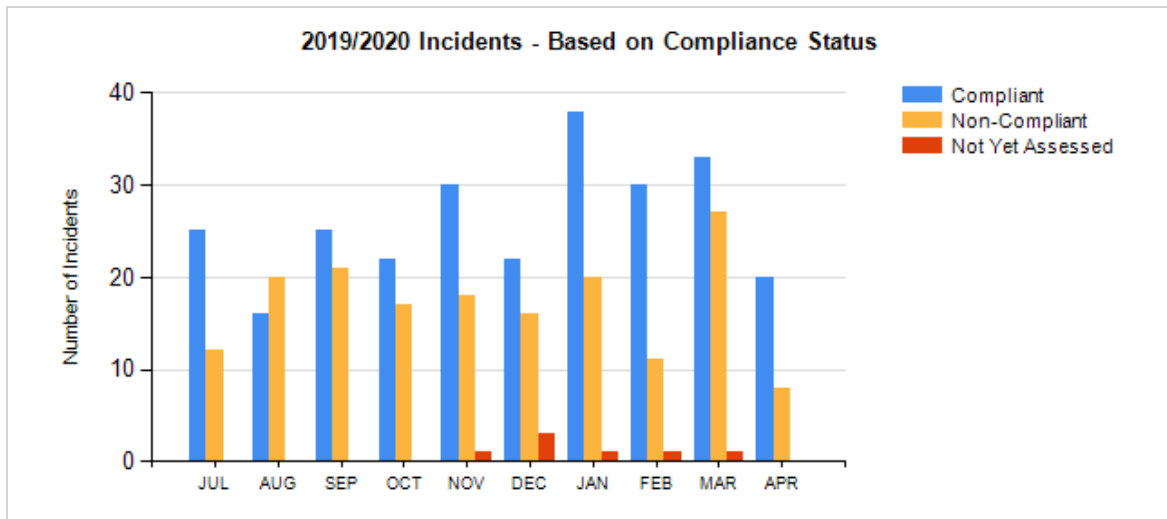
Defences under Sections 340 and 341 of the Resource Management Act 1991

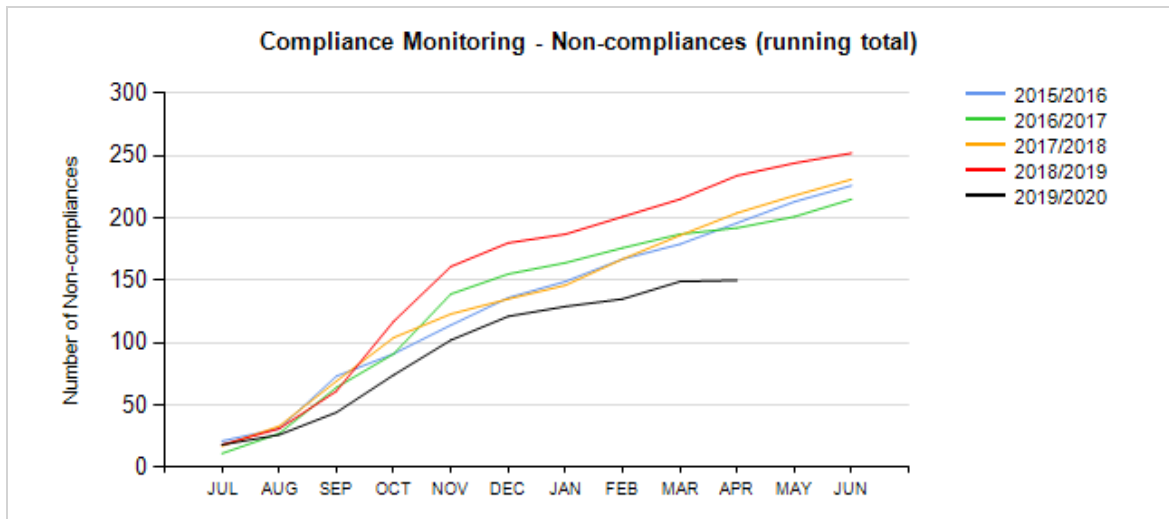
Sometimes no enforcement action is undertaken against an alleged offender for a non-compliant incident as they have a defence under Section 340 of the Resource Management Act 1991 including reasons such as:

- the defendant can prove that he or she did not know, and could not reasonably be expected to have known that the offence was to be or was being committed, or
- that he or she took all reasonable steps to prevent the commission of the offence, or
- the action or event could not reasonably have been foreseen or been provided against by the defendant.

Incident and Enforcement Graphs to 30 April 2020







Compliant Incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Compliance Status	Recommendation
27 Feb 2020	3301-20-346 IN/39319	Alleged Green stream - Namu Road, Opunake	Complaint	South Taranaki District Council	R2/4248-3.0	Consent Compliance	No Further Action
28 Feb 2020	3301-20-349 IN/39328	Alleged Sewage discharge - Shaldon Crescent, New Plymouth	Complaint	City Care New Plymouth District Council		RFWP Allowed	No Further Action
29 Feb 2020	3301-20-347 IN/39322	Alleged Odour - Egmont Road/SH3, Egmont Village	Complaint	Un sourced		RAQP Allowed	No Further Action
01 Mar 2020	3301-20-348 IN/39323	Alleged Odour - Young Street, New Plymouth	Complaint	Un sourced		RAQP Allowed	No Further Action
02 Mar 2020	3301-20-354 IN/39347	Alleged Cows in Stream - Lower Parihaka Road, Pungarehu	Complaint	Lou Noble		RFWP Allowed	No Further Action
03 Mar 2020	3301-20-355 IN/39390	Alleged Green Kapuni River - Palmer Road, Kapuni	Complaint	Un sourced		RFWP Allowed	No Further Action
04 Mar 2020	3301-20-351 IN/39343	Alleged Sewage odour - Domett Street, Waitara	Complaint	City Care		RAQP Allowed	No Further Action
04 Mar 2020	3301-20-353 IN/39345	Alleged Seaweed - Ngamotu Beach, New Plymouth	Complaint	Natural Event		Proposed RCP Allowed	No Further Action
06 Mar 2020	3301-20-361 IN/39384	Alleged Stock in stream - South Road, Okato	Complaint	Un sourced		RFWP Allowed	No Further Action

Compliant Incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Compliance Status	Recommendation
07 Mar 2020	3301-20-359 IN/39388	Alleged Odour and dead fish - Kind Edward Park, Stratford	Complaint	Unsourced		RAQP Allowed	No Further Action
07 Mar 2020	3301-20-360 IN/39389	Alleged Sewage odour - Marine Park, Waitara	Complaint	Unsourced		RAQP Allowed	No Further Action
10 Mar 2020	3301-20-362 IN/39398	Alleged Odour - Carrington Street, New Plymouth	Complaint	Jacqueline McMillan		RAQP Allowed	No Further Action
11 Mar 2020	3301-20-365 IN/39491	Alleged Dumped tyres - Mangaoapa tunnel	Complaint	Unsourced		RFPW Allowed	No Further Action
12 Mar 2020	3301-20-366 IN/39419	Alleged Foam in Waingongoro River - Rangatapu Street, Oahwe	Complaint	Natural Event		Not Applicable/Natural Event	No Further Action
13 Mar 2020	3301-20-367 IN/39417	Alleged Cows in Stream - Dudley Road, Kaimiro	Complaint	Nyall Hitchcock	R2/2266-2	RFPW Allowed	No Further Action
13 Mar 2020	3301-20-380 IN/39482	Alleged Drainage - Cape Road, Pungarehu	Complaint	Robert Layton Cockburn		RFPW Allowed	No Further Action
13 Mar 2020	3301-20-381 IN/39534	Alleged Dairy effluent - Cape Road, Pungarehu	Complaint	Robert Layton Cockburn	R2/0735-3	Consent Compliance	No Further Action
16 Mar 2020	3301-20-370 IN/39423	Alleged Gorse spraying - Ainslee Street, New Plymouth	Complaint	Brian Marsden		RAQP Allowed	No Further Action

Compliant Incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Compliance Status	Recommendation
16 Mar 2020	3301-20-392 IN/39500	Alleged Odour - Wills Road, Bell Block	Complaint	New Plymouth District Council	R2/0882-4.1	RAQP Allowed	No Further Action
16 Mar 2020	3301-20-391 IN/39501	Alleged Odour - Waitara Road, Brixton	Complaint	Remediation (NZ) Limited		RAQP Allowed	No Further Action
16 Mar 2020	3301-20-393 IN/39504	Alleged Sewage discharge - Doone Street, New Plymouth	Self-Notification	New Plymouth District Council	R2/0882-4.1	Consent Compliance	No Further Action
17 Mar 2020	3301-20-384 IN/39441	Alleged Dust - Burns Street, New Plymouth	Complaint	Nick Greensill		RAQP Allowed	No Further Action
17 Mar 2020	3301-20-377 IN/39445	Alleged Dust - Parakau Road, New Plymouth	TRC Staff Compliance Monitoring	Warner Construction Ltd		RAQP Allowed	No Further Action
17 Mar 2020	3301-20-379 IN/39515	Alleged Dust - Carrington Street, New Plymouth	Complaint	Darcy Keene Earthmoving Ltd		RAQP Allowed	No Further Action
17 Mar 2020	3301-20-395 IN/39546	Alleged Dust - Scott St, Hawera	Complaint	Presco Hire		RAQP Allowed	No Further Action
17 Mar 2020	3301-20-372 IN/39598	Alleged Algae in Waingongoro Stream - Cardiff	Complaint	Natural Event		Not Applicable/Natural Event	No Further Action
17 Mar 2020	3301-20-373 IN/39601	Alleged Dust - Palmer Road, Kapuni	Complaint	Todd Energy Limited		RAQP Allowed	No Further Action

Compliant Incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Compliance Status	Recommendation
18 Mar 2020	3301-20-385 IN/39443	Alleged Dust - Rifle Range Road, New Plymouth	Complaint	Downer NZ Limited		RAQP Allowed	No Further Action
19 Mar 2020	3301-20-386 IN/39442	Alleged Stock in stream - Brixton, Waitara	Complaint	Keith Mabey		RFWP Allowed	No Further Action
20 Mar 2020	3301-20-389 IN/39460	Alleged Sewage odour - Murray Street, Bell Block	Complaint	Unsourced		RAQP Allowed	No Further Action
20 Mar 2020	3301-20-396 IN/39547	Alleged Concrete in stream - Morley Street, New Plymouth	Complaint	Downer NZ Limited		RFWP Allowed	No Further Action
22 Mar 2020	3301-20-410 IN/39521	Alleged Smoke - Mountain Road, Lepperton	Complaint	DH Lepper Trust		RAQP Allowed	No Further Action
23 Mar 2020	3301-20-400 IN/39461	Alleged Sewage odour - Waiwhakaiho, New Plymouth	Complaint	Unsourced		RAQP Allowed	No Further Action
24 Mar 2020	3301-20-409 IN/39494	Alleged Sewage odour - NPDC - Rifle Range Road, NP	Complaint	New Plymouth District Council		RAQP Allowed	No Further Action
25 Mar 2020	3301-20-401 IN/39487	Alleged Fire - Glover Road, Hawera	Third Party Notification	David Buhler Family Trust		RFWP Allowed	No Further Action
27 Mar 2020	3301-20-402 IN/39493	Alleged Discoloured Herekawe Stream - New Plymouth	Complaint	Corteva Agriscience Dow AgroSciences (NZ) Limited	R2/4108-2	Consent Compliance	No Further Action

Compliant Incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Compliance Status	Recommendation
29 Mar 2020	3301-20-403 IN/39495	Alleged Smokey fire - Puketapu Road, Pihama	Complaint	Bryan Douglas & Diane Margaret Campbell		RAQP Allowed	No Further Action
02 Apr 2020	3301-20-412 IN/39535	Alleged Discoloured stream - Okau Road, Ahititi	Complaint	Un sourced		Not Applicable/Natural Event	No Further Action
04 Apr 2020	3301-20-414 IN/39540	Alleged Smoke - Egmont Road, New Plymouth	Complaint	Matthew & Samantha Silby		RAQP Allowed	No Further Action
05 Apr 2020	3301-20-418 IN/39549	Alleged Burning rubbish - Ekuarangi Place, Oakura	Complaint	Un sourced		RAQP Allowed	No Further Action
07 Apr 2020	3301-20-419 IN/39550	Alleged Green Stream - Ahipaipa Road, Kapuni	Complaint	Briley Farm Trust	R2/3075-2	Consent Compliance	No Further Action
07 Apr 2020	3301-20-421 IN/39556	Alleged Dirty stream - Derby Road, Midhirst	Complaint	Colin Boyd		RFWP Allowed	No Further Action
07 Apr 2020	3301-20-422 IN/39584	Alleged Sewage/oil in Waitara River - Marine Park, Waitara	Complaint	Un sourced		RFWP Allowed	No Further Action
09 Apr 2020	3301-20-416 IN/39570	Alleged Smoke - Mangorei Road, New Plymouth	Complaint	Stuart & Dianne McKinley		RAQP Allowed	No Further Action
11 Apr 2020	3301-20-417 IN/39571	Alleged Petrol odour - Normanby Road, Okaiawa	Complaint	George Davison		RAQP Allowed	No Further Action

Compliant Incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Compliance Status	Recommendation
14 Apr 2020	3301-20-438 IN/39623	Alleged Rubbish dump - Bedford Road, Inglewood	Complaint	Ross Moffitt		RFWP Allowed	No Further Action
17 Apr 2020	3301-20-425 IN/39577	Alleged Septic tank overflow - High Street, Eltham	Complaint	William Jane		RAQP Allowed	No Further Action
17 Apr 2020	3301-20-429 IN/39586	Alleged Odour - Forshore walkway - New Plymouth	Complaint	Peter & Sue Cowley		RAQP Allowed	No Further Action
20 Apr 2020	3301-20-423 IN/39594	Alleged Smoke - Mawhitiwhiti Road, Normanby	Complaint	Michael & Joanne Gibbins		RAQP Allowed	No Further Action
22 Apr 2020	3301-20-430 IN/39587	Alleged Backyard burning - Waipapa Road, Waitara	Complaint	Unsourced Unsources		RAQP Allowed	No Further Action
22 Apr 2020	3301-20-431 IN/39599	Alleged Vegetation burn off - Wills Road, Bell Block	Complaint	Leon Blair & Catherine Joy Vickers		RFWP Allowed	No Further Action
23 Apr 2020	3301-20-440 IN/39637	Alleged Water discharge - Lower King Road, Bell Block	Complaint	Offshore Plumbing & Pipeline		RFWP Allowed	No Further Action
24 Apr 2020	3301-20-435 IN/39617	Alleged Smoke complaint - Davis Road, Egmont Village	Complaint	Steven Lepper		RAQP Allowed	No Further Action
27 Apr 2020	3301-20-432 IN/39604	Alleged Green stream - Hastings Road, Eltham	Complaint	Unsourced		RFWP Allowed	No Further Action
28 Apr 2020	3301-20-433 IN/39609	Alleged Dairy effluent - Tariki Road, Tariki	Complaint	Chris & Amy Knowles		Consent Compliance	No Further Action

Compliant Incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Compliance Status	Recommendation
28 Apr 2020	3301-20-434 IN/39613	Alleged Green Stream - Alfred Road, Egmont Village	Complaint	Unsourced		RFWP Allowed	No Further Action
28 Apr 2020	3301-20-448 IN/39649	Alleged Pond silt removal - South Road, Omata	Third Party Notification	Murray Symons		RFWP Allowed	No Further Action

Updates of Non-Compliant incidents from previous agendas

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
16 Oct 2019 <u>Update</u>	3301-20-303 IN/38998	Sewage discharge - Urenui Estuary - Urenui	TRC Staff Notification	Un sourced (9768)			Investigation Continuing
<p>Comments: During a Citizen Science project undertaken with Te Rūnanga o Ngāti Mutunga, samples of stormwater that discharges into the Urenui Estuary were taken. Subsequent analysis of the samples found that there was strong evidence of human sewage contamination. A meeting was held with New Plymouth District Council (NPDC), Te Rūnanga o Ngāti Mutunga and Taranaki District Health Board where the results were discussed. NPDC have undertaken to investigate the stormwater system and any possible problem areas to try to locate the source of the contamination. An update report was received outlining that further water sampling has identified 33 possible sources, which were further investigated. As a result of the investigation NPDC is preparing an action plan to outline remedial works to be undertaken to resolve the problem. Ongoing monitoring will continue by this Council.</p>							
10 Jan 2020 <u>Update</u>	3301-20-266 IN/38919	Dust - Papawhero Place, Bell Block	Complaint	Christopher Herd (22706)	R2/10250-1.0	EAC-23144 - Abatement Notice EAC-23143 - Abatement Notice	Investigation Continuing
<p>Comments: A complaint was received concerning dust discharging from a subdivision development site on Papawhero Place, Bell Block. Investigation found that site operations were not within resource consent conditions, in relation to dust suppression measures and silt and sediment controls. Abatement notices were issued requiring works to be undertaken to ensure compliance with resource consent conditions and for no objectionable or offensive dust to discharge beyond the boundary of the property. Further enforcement action is being considered.</p>							

Updates of Non-Compliant incidents from previous agendas

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
08 Feb 2020 <u>Update</u>	3301-20-316 IN/39038	Dust - Pohutukawa Place, Bell Block	Complaint	Summerset Villages (Bell Block) Limited (68891) Taranaki Civil Construction Limited (33867)	R2/10742-1.0	EAC-23198 - Explanation Requested - Letter EAC-23196 - Explanation Requested - Letter	Investigation Continuing

Comments: Two complaints were received concerning dust discharging from a retirement village development site at Pohutukawa Place, Bell Block. Investigation found that offensive dust was being discharged beyond the boundary of the property. Dust control measures were limited to a single water tanker onsite, which did not appear to have been utilised earlier in the day. A staff member arrived during the inspection and began operating the water tanker, however significant dust was still being discharged beyond the boundary approximately 30 minutes later. The discharges were in contravention of Abatement Notices EAC-23082 and EAC-23084 issued as a result of a previous incident. A letter requesting explanation was sent. Further enforcement action is being considered.

19 Feb 2020 <u>Update</u>	3301-20-327 IN/39259	Ammonia Discharge - Silver Fern Farms - Hawera	Third Party Notification	Silver Fern Farms Limited (30302)		EAC-23241 - Explanation Requested - Letter	Investigation Continuing
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Comments: Notification was received from NZ Fire Service regarding a discharge of Ammonia to air at a meat processing facility, Tawhiti Road, Hawera. Investigation found ammonia gas has discharged into the air, as a result of a valve failing. NZ Fire Service and Police were the lead agencies in the response because human life was threatened. During the response the fire service applied a curtain of water into the air, from several angles, over the ammonia discharge. During this process the ammonia and water had discharged into the plant stormwater system and then to the Tawhiti Stream. Further notification was received from Fonterra concerning a spike in pH levels at their water intakes and a further inspection was undertaken of the Tawhiti Stream. During this inspection a significant number of dead eels were found in the Tawhiti Stream. Photographs and water samples were taken. A full bio-monitoring survey of the stream was undertaken, including collecting some of the dead eels. This survey was repeated several days later. Monitoring of the stream will be ongoing. Enforcement action is being considered.

Updates of Non-Compliant incidents from previous agendas

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
12 Nov 2019 <u>Update</u>	3301-20-344 IN/39311	Dust - Orupuriri Drive, Bell Block	Complaint	Herd Properties Limited (70488)		EAC-23293 - Infringement Notice (\$1000)	No Further Action
<p>Comments: A complaint was received concerning dust emanating from a subdivision development site on Orupuriri Dr, Bell Block. Investigation found that there was objectionable dust discharging beyond the boundary of the site, in contravention of an abatement notice issued as a result of a previous incident. No effective dust controls measures were in place at the time of inspection. Photographs and videos were taken.</p>							
20 Nov 2019 <u>Update</u>	3301-20-343 IN/39308	Dust - Orupuriri Drive, Bell Block	Complaint	Herd Properties Limited (70488)		EAC-23296 - Infringement Notice (\$1000)	No Further Action
<p>Comments: A complaint was received concerning dust discharging from a subdivision development site at Orupuriri Drive/Pohutakawa Place, Bell Block. Investigation found that objectionable dust was discharging beyond the boundary of the site and affecting neighbouring properties. No dust control measures were in operation at the time of inspection.</p>							
21 Dec 2019 <u>Update</u>	3301-20-231 IN/38824	Dust - Devon Road - Bell Block	Complaint	Christopher Herd (22706) Herd Properties Limited (70488) Simon Herd (70510)		EAC-23299 - Infringement Notice (\$1000)	No Further Action
<p>Comments: A complaint was received regarding dust discharging from an industrial development site on Devon Road, Bell Block. Investigation found objectionable dust was discharging beyond the boundary of the site and affecting neighbouring properties.</p>							

Updates of Non-Compliant incidents from previous agendas

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
23 Dec 2019 <u>Update</u>	3301-20-232 IN/38805	Dust - Devon Road, Bell Block	Complaint	Christopher Herd (22706) Herd Properties Limited (70488) Simon Herd (70510)		EAC-23300 - Infringement Notice (\$1000) EAC-23089 - Explanation Requested - Inspection Notice EAC-23088 - Explanation Requested - Letter EAC-23087 - Abatement Notice EAC-23086 - Abatement Notice EAC-23085 - Abatement Notice	No Further Action

Comments: Eight complaints were received regarding dust discharging from an industrial development site on Devon Road, Bell Block. Investigation found objectionable dust was discharging beyond the boundary of the site and affecting neighbouring properties.

24 Dec 2019 <u>Update</u>	3301-20-234 IN/38826	Dust - Devon Road, Bell Block	Complaint	Christopher Herd (22706) Herd Properties Limited (70488) Simon Herd (70510)		EAC-23301 - Infringement Notice (\$1000)	No Further Action
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Comments: Several complaints were received regarding dust discharging from an industrial development site on Devon Road, Bell Block. Investigation found objectionable dust was discharging beyond the boundary of the site and affecting neighbouring properties.

Updates of Non-Compliant incidents from previous agendas

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
29 Dec 2019 <u>Update</u>	3301-20-259 IN/38882	Dust - Oropuriri Road/Devon Rd, Bell Block	Complaint	Christopher Herd (22706) Herd Properties Limited (70488) Simon Herd (70510)		EAC-23304 - Infringement Notice (\$1000)	No Further Action
Comments: A complaint was received regarding dust discharging from an industrial development site on Oropuriri Road/Devon Road, Bell Block. Investigation found objectionable dust was discharging beyond the boundary of the site and affecting neighbouring properties.							
03 Jan 2020 <u>Update</u>	3301-20-236 IN/38830	Dust - Oropuriri Road, New Plymouth	Complaint	Christopher Herd (22706) Herd Properties Limited (70488) Simon Herd (70510)		EAC-23305 - Infringement Notice (\$750)	No Further Action
Comments: A complaint was received regarding dust discharging from an industrial development site on Oropuriri Road, Bell Block. Investigation found objectionable dust was discharging beyond the boundary of the site and affecting neighbouring properties.							
10 Jan 2020 <u>Update</u>	3301-20-252 IN/38874	Discoloured Waitaha Stream - Bell Block	TRC Staff Notification	Taranaki Pine (68315)	R2/2333-4.3	EAC-23287 - Infringement Notice (\$750) EAC-23093 - Abatement Notice	No Further Action/Costs Recovered
Comments: Notification was received regarding the Waitaha Stream running discoloured at Bell Block. Inspection found the stream to be running discoloured. Samples and photographs were taken. The contamination was traced back upstream to a timber processing site. Inspection of the site found that earlier in the morning stockpiled logs had been washed to remove/inhibit fungal growth. The washings were discoloured with tannins which discharged into the stormwater treatment ponds and then into the receiving waters. An abatement notice was issued requiring the discharge to cease. Reinspection found that the abatement notice was being complied with.							

Updates of Non-Compliant incidents from previous agendas

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
16 Jan 2020 <u>Update</u>	3301-20-276 IN/38927	Smoke - Ngatimaru Road, Waitara	Complaint	John William & Maria Theadora Hamblyn (3677)		EAC-23289 - Infringement Notice (\$300) EAC-23142 - Explanation Requested - Letter	No Further Action

Comments: A complaint was received concerning smoke discharging from a forestry vegetation burn off at Ngatimaru Road, Waitara. Investigation found that forestry operations had been undertaken on a dairy farm. The landowner had instructed his workers to burn off the vegetation piles. This was done and one of the piles had spread out of control, alighting vegetation on the banks of the Waitara River. NZ Fire Service had attended on the previous evening and the fire was brought under control, however the fire was left unattended during the night and reignited causing further fires. At the time of inspection objectionable smoke was discharging beyond the boundary of the property affecting neighbouring properties. Investigation also found that a large amount of silt had discharged directly into the Waitara River and a unnamed tributary of the Waitara River. A letter of explanation was received.

Updates of Non-Compliant incidents from previous agendas

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
31 Jan 2020 <u>Update</u>	3301-20-297 IN/38984	Dust - Gordon Street, New Plymouth	Complaint	Burgess Crowley Civil Limited (34601) Manor Property Limited (70742)		EAC-23307 - Infringement Notice (\$750) EAC-23291 - Infringement Notice (\$750) EAC-23170 - Abatement Notice EAC-23151 - Abatement Notice	No Further Action

Comments: A complaint was received concerning dust emanating from a subdivision development site on Gordon Street, New Plymouth. Investigation found that dust was being picked up by the wind and was discharging beyond the boundary affecting neighbouring properties. An inspection of a neighbouring property found heavy dust accumulation on the roof and vehicles on the property. No dust control measures were in place at the time of inspection. An abatement notice was issued requiring no objectionable or offensive dust discharge beyond the boundary of the property. Reinspection found that the abatement notice was being complied with at the time of inspection.

07 Feb 2020 <u>Update</u>	3301-20-328 IN/39258	Unauthorised water take - Lake Rotorangi - Patea	Self-Notification	Trustpower Limited (13970)	R2/0491-2.1	EAC-23200 - Explanation Requested - Letter	No Further Action/Costs Recovered
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Comments: Self-notification was received concerning a minor contravention of residual flow limits at the Patea Hydroelectric Power Scheme at Lake Rotorangi, Patea. A letter of explanation was received, outlining immediate measures that were undertaken to prevent re-occurrence.

Non-Compliant incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
07 Jan 2020	3301-20-424 IN/39596	Unconsented groundwater abstraction - Upland Road, Inglewood	TRC Staff Notification	Ferndene Quarries Limited (23461)			Investigation Continuing
<p>Comments: During an onsite meeting for the renewal of a stormwater consent, at a quarry site at Upland Road, Inglewood, it was found that the groundwater abstraction was in exceedance of allowable levels under Rule 48 of the Regional Fresh Water Plan for Taranaki. The Company was advised that a resource consent would be required and they are in the process of applying for a resource consent.</p>							
02 Mar 2020	3301-20-408 IN/39519	Dammed tributary - Hurford Road, New Plymouth	Complaint	Richard Kalin (54479)			Investigation Continuing
<p>Comments: A complaint received about the damming of an unnamed tributary of the Tapuae River, at a property on Hurford Road, New Plymouth. Investigation found that a dam was constructed on the property in contravention of rules in the Regional Fresh Water Plan for Taranaki. The landowner had undertaken to remove the dam and reinspection will take place after Covid-19 lockdown restrictions have been removed. There were no adverse environmental effects at the time of inspection.</p>							
04 Mar 2020	3301-20-352 IN/39346	Sewage odour - Links area, Bell Block	Complaint	New Plymouth District Council (9565)	R2/9984-1.0		Investigation Continuing
<p>Comments: A complaint was received concerning a sewage type odour in the Links area at Bell Block. An odour survey was undertaken and objectionable, at time offensive, odour was found to be occurring beyond the boundary of the New Plymouth Waste Water Treatment Plant (WWTP) in contravention of Resource Consent 9984-1 and Abatement Notice EAC-23231, issued as a result of a previous odour incident. As a result of two non-compliance, New Plymouth District Council ceased the discharge of waste material from the WWTP onto land and undertook to truck all waste material off-site to an approved landfill. Reinspection found that no further odours were occurring beyond the boundary of the site and all waste material was being disposed of off-site. Further enforcement action is being considered.</p>							

Non-Compliant incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
06 Mar 2020	3301-20-357 IN/39385	Unauthorised discharge - TBP - Okaiawa	TRC Staff Notification	Taranaki By-Products Limited (9197)	R2/5426-1	EAC-23312 - Abatement Notice EAC-23245 - Explanation Requested - Letter	Investigation Continuing
<p>Comments: During unrelated monitoring of a rendering plant near Okaiawa it was found that the Inaha Stream was running discoloured. The discharge was traced back to the rendering plant site where it was found that a discharge of process water had occurred due to a failure of the submersible pump chain, causing the sump to overflow into an unused historical stormwater drain, which flowed directly to the Inaha Stream. The discharge was stopped immediately at the time of inspection. An abatement notice was issued requiring the Company to investigation to find any further vectors of likely contamination. The drain has subsequently been blocked off. A letter of explanation has been received. Further enforcement action is being considered</p>							
16 Mar 2020	3301-20-382 IN/39434	Paint in drain - Broadway, Stratford	Complaint	Cook's Honda (25407)		EAC-23281 - Explanation Requested - Letter EAC-23280 - Abatement Notice	Investigation Continuing
<p>Comments: A complaint was received regarding red paint in a roadside drain on Broadway North, Stratford. Investigation found paint wash water was discharged into a sink at a motorcycle workshop, which was connected to the stormwater system, which discharges into the roadside drain. An abatement notice was issued requiring works to be undertaken to ensure that no further discharges of contaminants occur. Works were to be completed by 30 March 2020, however, due to the Covid-19 pandemic this notice was extended and will be reinspected after Covid-19 lockdown restrictions are removed. Further enforcement action is being considered.</p>							

Non-Compliant incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
17 Mar 2020	3301-20-375 IN/39429	Dust - Devon Road, Bell Block	Complaint	Christopher Herd (22706) Herd Properties Limited (70488) Simon Herd (70510)	R2/10815-1.0	EAC-23274 - Explanation Requested - Letter	Investigation Continuing
<p>Comments: Multiple complaints were received concerning dust discharging from an industrial development site on Devon Road, Bell Block. Investigation found that offensive dust was discharging beyond the boundary in contravention of an abatement notice and resource consent conditions. A number of complainants were spoken to. Samples and photographs were taken. Enforcement action is being considered.</p>							
17 Mar 2020	3301-20-376 IN/39437	Dust - Hurlstone Drive, New Plymouth	Complaint	Allied Concrete Limited (19519)		EAC-23279 - Explanation Requested - Letter EAC-23278 - Abatement Notice	Investigation Continuing
<p>Comments: A complaint was received regarding dust discharging from a concrete site on Hurlstone Drive, New Plymouth. Investigation found objectionable dust was discharging beyond the boundary of the site. An abatement notice was issued requiring that no objectionable or offensive dust discharges beyond the boundary of the site. The abatement notice is currently being complied with. Further enforcement action is being considered.</p>							
30 Mar 2020	3301-20-404 IN/39498	Smokey fire - SHW45, Pihama	Complaint	Darryn Coulter (37450)			Investigation Continuing
<p>Comments: A complaint was received concerning smoke from a fire on SH45, Pihama. Investigation found that a farmer was burning waste which had been generated on the property. The waste included domestic rubbish, aerosol cans, car parts, galvanised wire and steel, appliances, tyres and plastics, etc. The surrounding vegetation in the Ouri Stream had caught alight and the NZ Fire Service was called to extinguish the fire. Enforcement action is being considered.</p>							

Non-Compliant incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
05 Apr 2020	3301-20-415 IN/39536	Dumped rubbish - Carrington Road, New Plymouth	Complaint	Un sourced (9768)			Investigation Continuing
<p>Comments: A complaint was received regarding dumped rubbish in the Oakura River, at Carrington Road, New Plymouth. Investigation found that domestic rubbish had been thrown into the Oakura River. The rubbish was removed from the river and disposed of. Inquiries are ongoing to identify the responsible party.</p>							
22 Apr 2020	3301-20-428 IN/39582	Smokey fire - Borthwick Street, Waitara	Complaint	Lance White (71304)			Investigation Continuing
<p>Comments: A complaint was received concerning smoke from a fire at a property on Borthwick Street, Waitara, that had been burning for two days. Investigation found that that rubbish generated on the lifestyle property had been burnt, including a large amount of wood, furniture, automotive and machinery parts (including a few tyres), wire, steel etc. There was objectionable smoke discharging beyond the boundary of the site at the time of inspection. Enforcement action is being considered.</p>							
26 Feb 2020	3301-20-354 IN/39530	Rubbish - Waitara Beach, Waitara	Complaint	Kevin Moore (54634) Trustees Waitara East Sec 81B (23640)			No Further Action At This Stage
<p>Comments: A complaint was received concerning rubbish on Waitara Beach, Moutt Street, Waitara. Investigation was undertaken of the Waitara foreshore. It was observed, tyres had been used in what appeared to be an attempt to, undertake erosion control. Also, other material had been dumped on the foreshore. At this stage, due to the ongoing issues with the current occupier, investigation is continuing. There were no environmental impacts found to be occurring.</p>							

Non-Compliant incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
02 Mar 2020	3301-20-350 IN/39329	Sewage odour - Rifle Range Road, New Plymouth	Complaint	New Plymouth District Council (9565)	R2/9984-1.0	EAC-23231 - Abatement Notice	No Further Action At This Stage/Costs Recovered
<p>Comments: Several complaints were received regarding sewage odour in the vicinity of the Te Rewa Rewa Bridge on the coastal walkway, New Plymouth. Investigation found an objectionable, and at times offensive, odour being discharged from the New Plymouth Waste Water Treatment Plant. An abatement notice was issued requiring Resource Consent 9984-1 to be complied with. New Plymouth District Council undertook to change the methods of sludge disposal to ensure compliance with resource consent conditions.</p>							
06 Mar 2020	3301-20-358 IN/39387	Traffic cone in Waiaua River - Oponake	Complaint	Un sourced (9768)			No Further Action
<p>Comments: A complaint was received regarding a traffic cone in the Waiaua River at Oponake. Investigation found that there was a traffic cone in the river. It was removed by the officer at the time of inspection.</p>							
11 Mar 2020	3301-20-364 IN/39393	Home appliances in Mangone Stream - Egmont Rd-New Plymouth	Complaint	Un sourced (9768)			No Further Action
<p>Comments: A complaint was received concerning appliances in the Mangone Stream by Egmont Road, New Plymouth. Investigation found some household items were in the stream. They were removed by the officer at the time of inspection.</p>							

Non-Compliant incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
11 Mar 2020	3301-20-363 IN/39399	Cows in Stream - Tapaue Road, Hurworth	Complaint	Barbara Floyd (70947) Brenda Honnor (70946) Kevin Collins (70945) Verna Simons (27195)		EAC-23249 - Abatement Notice EAC-23248 - Abatement Notice EAC-23247 - Abatement Notice EAC-23246 - Abatement Notice	No Further Action At This Stage

Comments: A complaint was received concerning cows in the Tapaue Stream at a property on Tapaue Road, New Plymouth. Investigation found evidence that cattle had entered the stream due to a lack of fencing. An abatement notice was issued requiring works to be undertaken to ensure cattle do not enter the stream. Reinspection will be undertaken after Covid-19 restrictions are removed.

13 Mar 2020	3301-20-374 IN/39425	Silage wrap - Kapoiaia Stream - Pungarehu	Complaint	Un sourced (9768)			No Further Action
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Comments: A complaint was received about silage wrap in the Kapoiaia Stream at Pungarehu. Investigation found only two small pieces of silage wrap in the Kapoiaia Stream over a considerable distance. No dumping or silage wrap was found on the river bank. The silage wrap was removed at the time of inspection.

Non-Compliant incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
15 Mar 2020	3301-20-368 IN/39499	Chlorine discharge - Midhirst Primary School, Midhirst	Third Party Notification	Midhirst Primary School (18531)		No Enforcement Action - Statutory defence	No Further Action
<p>Comments: Notification was received from Fire and Emergency New Zealand (FENZ) regarding a fire at the Midhirst Primary School, Erin Street, Midhirst. Investigation found that the changing rooms and pump shed associated with the school pool had caught fire. Approximately 100-120 litres of chlorine was stored in the shed at the time of the fire. Initial efforts to put out the fire resulted in some of the chlorine becoming en-trained within the firewater which entered a stormwater system and discharged into an unnamed tributary on the school grounds. The stormwater grate was subsequently blocked off and all firewater and en-trained chlorine was discharged onto land. Sampling of the tributary found elevated levels of chlorine, however this was restricted to the upper reaches of the tributary. Investigation by FENZ found that the cause of the fire was likely an electrical fault.</p>							
16 Mar 2020	3301-20-369 IN/39449	Dead animals - Waiau Stream - Tikorangi	Complaint	Un sourced (9768)			No Further Action
<p>Comments: A complaint was received concerning dead animals in a stream on the corner of Inland North Road and Tikorangi East Road. Investigation found that there was a skinned, decapitated goat in the stream along with around 30 filleted fish and a bucket. The carcasses and bucket were removed from the stream and disposed of in an approved manner at the time of inspection.</p>							
17 Mar 2020	3301-378 IN/39428	Dust - Fitzroy, New Plymouth	Complaint	Warner Construction Ltd (52425)		EAC-23273 - Abatement Notice	No Further Action
<p>Comments: A complaint was received concerning dust discharging from a residential subdivision site in Fitzroy. Investigation found that offensive dust was discharging beyond the boundary of the site. An abatement notice was issued requiring works to be undertaken to ensure compliance with Rule 42 of the Regional Air Quality Plan for Taranaki. Reinspection found the abatement notice was being complied with at the time of inspection.</p>							

Non-Compliant incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
17 Mar 2020	3301-20-371 IN/39593	Dust - Mountain Road, Stratford	Complaint	Robert Henry & Audrey Bernadine Thompson (3168)			No Further Action
<p>Comments: A complaint was received concerning dust discharging from a site on Mountain Road, Stratford. Investigation found that objectionable dust was discharging beyond the boundary of the site. It was an exceptionally windy day. The landowner was contacted and immediately deployed a watercart to control the dust. The site has since been reseeded to stabilise the soil and prevent dust.</p>							
19 Mar 2020	3301-20-387 IN/39444	Burning rubbish - Koru Road, New Plymouth	TRC Staff Notification	Bevan McNeil (70399)		EAC-23306 - Infringement Notice (\$300)	No Further Action
<p>Comments: During unrelated monitoring it was found that black smoke was discharging from a fire on a farm on Koru Road, New Plymouth. Investigation found that a farmer was burning waste generated on the property, including tyres and waste oil filters. The farmer claimed that he was unaware that burning tyres and oil filters was prohibited. He was informed of the rules in the Regional Air Quality Plan for Taranaki.</p>							
19 Mar 2020	3301-20-388 IN/39448	Sewage discharge - Opunake Road, Auroa	Self-Notification	Murray Calder & Jill Corbett (31503)		EAC-23277 - Explanation Requested - Letter EAC-23276 - Abatement Notice	No Further Action
<p>Comments: A complaint was received concerning sewage discharging from a residential septic tank system to a tributary at a property on Opunake Road, Auroa. Investigation found that the septic tank system had no disposal field in place and waste was discharging into a stream. An abatement notice was issued requiring works to be undertaken to ensure compliance with Rule 43 of the Regional Fresh Water Plan for Taranaki. The land owner was unaware that the system had been constructed in this manner and immediate action was taken to comply with the abatement notice.</p>							

Non-Compliant incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
19 Mar 2020	3301-20-383 IN/39450	Odour - Rifle Range Road, New Plymouth	Complaint	New Plymouth District Council (9565)	R2/4740-2	No Enforcement Action - Statutory defence	No Further Action/Costs Recovered
<p>Comments: A complaint was received concerning odour discharging from the New Plymouth Waste Water Treatment Plant (WWTP) on Rifle Range Road. An odour survey found that there was an objectionable odour along Links Drive. Investigation found that the clarifiers at the WWTP were being aerated more than usual to cope with a recent unauthorised discharge of hydrocarbons into the trade waste system. NPDC advised that additional aeration would continue for a further two weeks. NPDC had no way of knowing that this discharge would occur and did everything possible to mitigate the effects.</p>							
19 Mar 2020	3301-20-390 IN/39454	Earthworks - London Terrace, New Plymouth.	TRC Staff Notification	Westwill Developments Limited (68644)		EAC-23284 - Abatement Notice	No Further Action
<p>Comments: A complaint was received regarding earthwork activities at a small residential subdivision at London Terrace, New Plymouth. Investigation found that earthworks had been undertaken, including a bridge and stream realignment. No silt and sediment controls were installed at the site. An abatement notice was issued requiring silt and sediment controls to be installed at the site. Reinspection found the abatement notice was being complied with at the time of inspection.</p>							
19 Mar 2020	3301-20-398 IN/39484	Sewage discharge - Rata Street, New Plymouth	Complaint	New Plymouth District Council (9565)		No Enforcement Action - Statutory defence	No Further Action
<p>Comments: A complaint was received regarding a sewage discharge to the Huatoki Stream at Rata Street, New Plymouth. Investigation found a sewer main had become blocked and sewage was discharging into an unnamed tributary. There was evidence that this had been occurring for some time and there was a large build up of sewage materials down the bank leading to the stream. City Care responded immediately, cleared the blockage, disinfected the area and put out signs.</p>							

Non-Compliant incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
21 Mar 2020	3301-20-397 IN/39483	Burning - Weld Road, Oakura	Complaint	Chris Trundle (70985)			No Further Action
<p>Comments: A complaint was received regarding tyres being burnt on a property on Weld Road, Oakura. Investigation found a single tyre burning on a large vegetation fire. The land owners were advise of rules around burning of unauthorised materials and they provided evidence that they had gone out that day and while they were out somebody had entered their property and lit the fire and thrown the tyre on the fire. There was not enough evidence to trace the responsible party.</p>							
21 Mar 2020	3301-20-399 IN/39485	Smoke - Mawhitiwhiti Road, Normanby	Complaint	Andrew Mills (70995)			No Further Action At This Stage/Costs Recovered
<p>Comments: A complaint was received regarding smoke and odour from a fire burning at a property on Mawhitiwhiti Road, Normanby. Investigation found a small fire burning in an urban defined area. The occupiers were unaware of the rules regarding burning and they were advised of the rules. The fire was extinguished at the time of inspection and there were no off-site effects.</p>							
25 Mar 2020	3301-20-407 IN/39518	Odour - Broadway, Stratford	Complaint	Andricia Limited (68687)	R2/3958-3		No Further Action/Costs Recovered
<p>Comments: A complaint was received concerning odour emanating from an industrial site on Broadway Stratford. Investigation found that sand and larger particles settled at the bottom of a stock truck wash sump had been applied to land. There was a noticeable odour. The application rate was too heavy and material had washed through to the neighbouring property during rain the previous evenings. The site manager was advised that this is not best practice and is considered a non-compliance of their resource consent. Any sump cleanings need to be spread evenly when applied to land to avoid contamination to groundwater as well as to avoid any issues with odour. The site manager was advised to spread the cleanings out, and a photo was sent which showed that this had been done.</p>							

Non-Compliant incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
29 Mar 2020	3301-20-394 IN/39510	Deer carcass in Waiiau Stream - Tikorangi	Complaint	Un sourced (9768)			No Further Action
<p>Comments: A complaint was received concerning two deer carcasses in the Waiiau Stream at Turangi Road, Tikorangi. Investigation found two deer carcass and one sheep carcass in the stream. The remains were removed at the time of inspection and disposed of in an approved manner.</p>							
31 Mar 2020	3301-20-405 IN/39506	Sewage discharge - High Street, Waitara	Third Party Notification	New Plymouth District Council (9565)		No Enforcement Action - Statutory defence	No Further Action
<p>Comments: Self-notification was received that sewage had discharged over land and entered a stream near High Street, Waitara. Investigation found that a sewer pipe had become blocked with non-biodegradable material. This incident was unforeseen and the blockage was immediately cleared. The area affected by the overflow was washed down and disinfected. Signs were erected to advise the public of the event.</p>							
31 Mar 2020	3301-20-413 IN/39513	Smokey fire - Chute St, Normanby	Complaint	Vernon John & Deidre Pauline Cleaver (13355)			No Further Action
<p>Comments: A complaint was received concerning smoke discharging from a maze burn off at Chute Street, Normanby. Investigation found that the objectionable smoke was discharging beyond the boundary of the site, affecting neighbouring properties. The land owner was contacted and advised. They immediately extinguished the fire and buried the remaining material. An inspection the following day found that no discharge was occurring.</p>							

Non-Compliant incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
01 Apr 2020	3301-20-406 IN/39514	Dammed creek - Kent Terrace, Midhirst	Complaint	Francis Prior (71038)		EAC-23311 - Abatement Notice	No Further Action At This Stage
<p>Comments: A complaint was received concerning the damming of a creek, causing subsequent drop in flow of the creek and effects on the habitat of fish and birds at a property at Kent Terrace, Midhirst. Investigation found that a dam had been created in the creek. The dam restricted the passage of fish in contravention of Rule 18 of the Regional Fresh Water Plan for Taranaki (RFPW). An abatement notice was issued requiring works to be undertaken to ensure compliance with Rule 18 of the RFPW or remove the structure. A reinspection will be undertaken four weeks after restrictions under Covid-19 Alert Level 4 are removed.</p>							
02 Apr 2020	3301-20-411 IN/39541	Sewage overflow - Huatoki Street, New Plymouth	Self-Notification	New Plymouth District Council (9565)	R2/0882-4.1	No Enforcement Action - Statutory defence	No Further Action
<p>Comments: Self-notification was received regarding the discharge of sewage from the sewer network at Huatoki Street, New Plymouth. Investigation found that a blockage had resulted in a discharge of sewage from a manhole, over land and into the Huatoki Stream. The blockage was immediately cleared, area sanitized and warning signs erected in accordance with the contingency plan.</p>							
08 Apr 2020	3301-20-420 IN/39545	Odour - Ellesmere Avenue, Bell Block	Complaint	Peter & Sue Cowley (15026) Peter Sole Transport Ltd (14463)			No Further Action
<p>Comments: A complaint was received concerning an odour discharging from the farm at the end of Ellesmere Avenue, Bell Block. An odour survey was undertaken and an objectionable odour was found in the Smeaton Avenue and Glasgow Street area. The landowner was contacted and he advised that the fertiliser had been spread that day because the weather forecast was for rain, however rain did not eventuate as early as expected. During and after the rain there was no objectionable odour beyond the boundary of the site.</p>							

Non-Compliant incidents for the period 27 Feb 2020 to 29 Apr 2020

Incident Date	Job Number / IRIS ID	Incident Type	Source	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
08 Apr 2020	3301-20-427 IN/39580	Water abstraction breach - Fonterra Kapuni	Self- Notification	Fonterra Limited (50606)	R2/0302-3	No Enforcement Action - Statutory defence	No Further Action At This Stage/Costs Recovered
Comments: Self-notification was received concerning a failure with a PCL card associated with the water take flow meter, which stopped the data being recorded accurately, at the Fonterra Kapuni Plant. The Company advised that they could prove that the water abstraction rate and daily total of abstraction was in fact compliant, just the meter was not recording the data accurately. They immediately undertook temporary repairs to the meter, however this was not successful. A new part for the meter has been ordered and should arrive within two weeks.							
20 Apr 2020	3301-20-426 IN/39578	Smokey fire - Tawa Street, Hawera	Complaint	Christopher Southcombe (71264)			No Further Action
Comments: A complaint was received concerning smoke and odour from a fire on an urban property at Tawa Street, Hawera. Investigation found that there was evidence that a small amount of unauthorised materials were being burnt on the property, which was in an urban defined area. However at the time of inspection the fire had been extinguish and there were no off-site effects. The landowner was advised of Rules in the Regional Air Quality Plan for Taranaki.							
29 Apr 2020	3301-20-437 IN/39622	Trees in stream - Kelly street - Inglewood	Complaint	Un sourced (9768)			No Further Action
Comments: A complaint was received concerning trees in a stream near Kelly Street, Inglewood. Investigation found three small tree limbs which were removed at the time of inspection.							

Updates of Compliance Monitoring - Non-compliances from previous agendas

Inspection Date	Job Number IRIS ID	Inspection Type	Compliance Status	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
05 Sep 2018 <u>Update</u>	332119-044 ENF-21673	Compliance Monitoring Insp.	Non-compliance	Tania Jenna Brown (16070)	R2/5473-1		Investigation Continuing
<p>Comments: During a consent renewal inspection it was found that a weir was not operating within resource consent conditions at State Highway 45, Tataraimaka. Fish passage had not been maintained as required by resource consent conditions. Progress is being made to address this issue.</p>							
10 Jul 2019 <u>Update</u>	332120-024 ENF-22082	Compliance Monitoring Insp.	Non-compliance	Bland & Jackson Surveyors Ltd (10034) Settlers Bush Trustees Limited (52723)	R2/10227-1.0	EAC-22798 - Abatement Notice	Investigation Continuing
<p>Comments: During routine monitoring it was found that a dam site on a property at a subdivision on Honeyfield Drive, New Plymouth was not complying with resource consent conditions. An abatement notice was issued requiring resource consent to be complied with. Reinspection found that the abatement notice was not being complied with at the time of inspection. A letter of explanation has been requested. Further enforcement action is being considered.</p>							
13 Dec 2019 <u>Update</u>	332120-102 ENF-22304	Compliance Monitoring Insp.	Non-compliance	Westside New Zealand Limited (54066)	R2/6306-1	EAC-23286 - Infringement Notice (\$750) EAC-23075 - Explanation Requested - Inspection Notice	No Further Action/Costs Recovered
<p>Comments: During routine monitoring it was found that hydrocarbons had entered the ring drain and skimmer pit system, and discharged to land off site, in contravention of resource consent conditions at the Manutahi B wellsite on Lower Ball Road, Manutahi. The Company has undertaken staff training and system upgrades to prevent reoccurrence.</p>							

Updates of Compliance Monitoring - Non-compliances from previous agendas

Inspection Date	Job Number IRIS ID	Inspection Type	Compliance Status	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
31 Jan 2020 <u>Update</u>	332120-132 ENF-22386	Annual Inspection	Non-compliance	Haigh Farms Limited (3836)	R2/3853-2	EAC-23294 - Infringement Notice (\$750)	No Further Action/Costs Recovered

Comments: During the annual dairy inspection round it was found that the farm dairy effluent disposal system was not operating within resource consent conditions and was also in contravention of Abatement Notice EAC-21833 on Kahui Road, Rahotu.

03 Feb 2020 <u>Update</u>	332120-136 ENF-22387	Annual Inspection	Non-compliance	Mr Donald James Harvey (1951)	R2/1609-3	EAC-23298 - Infringement Notice (\$750)	No Further Action At This Stage/Costs Recovered
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Comments: During the annual dairy inspection round it was found that the farm dairy effluent disposal system was not operating within resource consent conditions on Parihaka Road, Rahotu. A previous abatement notice in 2013 was issued requiring works to be undertaken to pump out the second pond to ensure compliance with resource consent conditions. Works have been undertaken to ensure compliance with this abatement notice however a reinspection has yet to be undertaken to confirm this.

Updates of Compliance Monitoring - Non-compliances from previous agendas

Inspection Date	Job Number IRIS ID	Inspection Type	Compliance Status	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
17 Feb 2020 <u>Update</u>	332120-135 ENF-22397	Annual Inspection	Non-compliance	James Langton (30120)	R2/3764-2	EAC-23180 - Abatement Notice EAC-23193 - Abatement Notice EAC-23192 - Explanation Requested - Letter EAC-23303 - Infringement Notice (\$750)	No Further Action/Costs Recovered

Comments: During the annual dairy inspection round it was found that the farm dairy effluent disposal system was not operating within resource consent conditions on Ihaia Road, Opunake. Abatement notices were issued requiring works to be undertaken to the farm dairy effluent disposal system to ensure compliance with resource consent conditions. A letter requesting explanation has been sent and further enforcement action is being considered. Reinspection found the abatement notices were being complied with at the time of inspection.

Compliance Monitoring - Non-compliances for the period 27 Feb 2020 to 29 Apr 2020

Inspection Date	Job Number IRIS ID	Inspection Type	Compliance Status	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
28 Feb 2020	332120-140 ENF-22439	Annual Inspection	Non-compliance	Mr Christopher Gatenby (3058)	R2/3972-2	EAC-23237 - Abatement Notice	No Further Action At This Stage/Costs Recovered
<p>Comments: During the annual dairy inspection round it was found that the farm dairy effluent disposal system was not operating within resource consent conditions on Eltham Road, Mangatoki. An abatement notice was issued requiring works to be undertaken to the farm dairy effluent disposal system to ensure compliance with resource consent conditions. Reinspection will be undertaken after 1 May 2020.</p>							
02 Mar 2020	332120-141 ENF-22442	Annual Inspection	Significant non-compliance	Dennis Robins (1849)	R2/1392-3.1		Investigation Continuing
<p>Comments: During the annual dairy inspection round it was found that the farm dairy effluent disposal system was not operating within resource consent conditions on Otaroa Road, Tikorangi. Enforcement action is being considered.</p>							
04 Mar 2020	3321-20-142 ENF-22444	Annual Inspection	Significant non-compliance	Auroam Tahī Limited (3762)	R2/3434-2	EAC-23242 - Abatement Notice	Investigation Continuing
<p>Comments: During the annual dairy inspection round it was found that the farm dairy effluent disposal system was not operating within resource consent conditions on Oeo Road, Auroa. An abatement notice was issued requiring works to be undertaken to the farm dairy effluent disposal system to ensure compliance with resource consent conditions. Reinspection found that the abatement notice was being complied with at the time of inspection. Further enforcement action is being considered.</p>							

Compliance Monitoring - Non-compliances for the period 27 Feb 2020 to 29 Apr 2020

Inspection Date	Job Number IRIS ID	Inspection Type	Compliance Status	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
05 Mar 2020	332120-143 ENF-22447	Compliance Monitoring Insp.	Non-compliance	Noel Stanley (70950) Ron Stanley (55413) Stanley Bros Trust (2510)	R2/10671-1.1	EAC-23272 - Abatement Notice EAC-23255 - Abatement Notice	No Further Action At This Stage/Costs Recovered

Comments: During routine monitoring it was found that no groundwater bores had been installed, as required by resource consent conditions, at a piggery on Arawhata Road, Oaonui. Abatement notices were issued requiring resource consent conditions to be complied with. Reinspection will be undertaken after 31 August 2020.

11 Mar 2020	332120-153 ENF-22498	Compliance Monitoring Insp.	Non-compliance	A & A George Family Trust (37468)	R2/9680-1.1		No Further Action At This Stage/Costs Recovered
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Comments: During routine monitoring it was found that a minor amount of unauthorised materials were present in the cleanfill, such as wood (painted and tanilised), soft plastic and vegetation. The consent holder was instructed to remove the unauthorised materials. Compliance will be ascertained during the next monitoring inspection in May 2020.

12 Mar 2020	332120-146 ENF-22471	Annual Inspection	Non-compliance	Francis John Mullan (2715)	R2/1176-3		No Further Action/Costs Recovered
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Comments: During the annual dairy inspection round it was found that the farm dairy effluent disposal system was not operating within resource consent conditions on Kina Road, Oaonui. The consent holder was already in the process of undertaking works to ensure compliance. Reinspection found that the consent was being complied with at the time of inspection.

Compliance Monitoring - Non-compliances for the period 27 Feb 2020 to 29 Apr 2020

Inspection Date	Job Number IRIS ID	Inspection Type	Compliance Status	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
12 Mar 2020	332120-145 ENF-22472	Annual Inspection	Non-compliance	Francis John Mullan (2715)	R2/1574-3		Investigation Continuing
<p>Comments: During the annual dairy inspection round it was found that the farm dairy effluent disposal system was not operating within resource consent conditions on Kina Road, Oaonui. The consent holder was already in the process of undertaking works to ensure compliance. However a reinspection found that the works had not been completed and the consent was still not being complied with. Enforcement action is being considered.</p>							
13 Mar 2020	332120-144 ENF-22464	Compliance Monitoring Insp.	Significant non-compliance	Civil Quarries Limited (54626)	R2/1113-5.1	EAC-23310 - Infringement Notice (\$750)	Investigation Continuing
<p>Comments: During analysis of samples taken during routine monitoring it was found that suspended solid exceeded the allowable limit on Resource Consent 1113-5.1. Further sampling will be undertaken during the next monitoring inspection to ascertain whether conditions can be complied with. Further enforcement action may be undertaken if conditions are still not being complied with.</p>							
19 Mar 2020	332120-147 ENF-22474	Annual Inspection	Non-compliance	Bushline Trust (2221) Mr Stephen Daniel Coomey (50274) Mrs Sharon Louise Coomey (50275)	R2/1784-3	EAC-23285 - Abatement Notice	No Further Action At This Stage/Costs Recovered
<p>Comments: During the annual dairy inspection round it was found that the farm dairy effluent disposal system was not operating within resource consent conditions on Upper Rowan Road, Kaponga. An abatement notice was issued requiring works to be undertaken to the farm dairy effluent disposal system to ensure compliance with resource consent conditions. Reinspection will be undertaken after 1 May 2020.</p>							

Compliance Monitoring - Non-compliances for the period 27 Feb 2020 to 29 Apr 2020

Inspection Date	Job Number IRIS ID	Inspection Type	Compliance Status	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
19 Mar 2020	332120-154 ENF-22493	Annual Inspection	Non-compliance	Bushline Trust (2221) Mr Stephen Daniel Coomey (50274) Mrs Sharon Louise Coomey (50275)	R2/1621-3	EAC-23316 - Abatement Notice	No Further Action At This Stage/Costs Recovered
Comments: During the annual dairy inspection round it was found that the farm dairy effluent disposal system was not operating within resource consent conditions on Upper Rowan Road, Kaponga. An abatement notice was issued requiring the discharge to cease. Reinspection will be undertaken after 11 May 2020.							
23 Mar 2020	332120-148 ENF-22487	Compliance Monitoring Insp.	Non-compliance	Greymouth Petroleum Limited (20755)	R2/4664-3	EAC-23313 - Explanation Requested - Inspection Notice	No Further Action/Costs Recovered
Comments: During routine monitoring it was found that minor works were being undertaken that were not consented at a pipe cleaning and storage yard on De Havilland Drive, Bell Block. An explanation has been received. The activity has now ceased and the resource consent conditions are now being complied with. There were no adverse environmental impacts as a result of the activity.							
23 Mar 2020	332120-150 ENF-22490	Compliance Monitoring Insp.	Non-compliance	Ample Group Limited (52845)	R2/7662-1		No Further Action At This Stage/Costs Recovered
Comments: During routine monitoring it was found that a tap required for collection of samples was partially buried in the ground and not accessible, in contravention of Resource Consent 7662-1 at a wastewater discharge on a property near Stratford. The consent holder was instructed to fix the problem and compliance will be ascertained during the next routine monitoring inspection in June 2020.							

Compliance Monitoring - Non-compliances for the period 27 Feb 2020 to 29 Apr 2020

Inspection Date	Job Number IRIS ID	Inspection Type	Compliance Status	Alleged Responsible Party	Consent Number	Action Taken	Recommendation
23 Mar 2020	332120-149 ENF-22480	Compliance Monitoring Insp.	Non-compliance	Tegel Foods Limited - Poultry Processing Plant (9844)	R2/7389-1		Investigation Continuing

Comments: During routine monitoring it was found that there was inadequate bunding around stored chemicals, as required by resource consent conditions at a poultry processing plant on Paraita Road, Bell Block. An explanation has been requested. Enforcement action is being considered.

29 Apr 2020	332120-151 ENF-22495	Compliance Monitoring Insp.	Non-compliance	Fonterra Limited (50606)	R2/3902-3.0	EAC-23319 - Abatement Notice EAC-23318 - Explanation Requested - Letter	Investigation Continuing
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Comments: During routine monitoring it was found that there had been unauthorised discharge of contaminated stormwater, from the Fonterra Whareroa site in Hawera, into the unnamed tributary of the Tangahoe River. An abatement notice was issued requiring work to be undertaken to prevent any further contaminants being discharged to the stream. Immediate works were undertaken to cease the discharge at the time of inspection. Further enforcement action is being considered.



Committee:	Policy and Planning Committee
Date	19 May 2020
Subject:	<i>Our freshwater 2020: MfE and Stats NZ report</i>
Approved by:	A D McLay, Director - Resource Management B G Chamberlain, Chief Executive
Document:	2478746

Purpose

1. The purpose of this memorandum is to introduce and briefly discuss '*Our freshwater 2020*', the latest report in New Zealand's environmental reporting series prepared by the Ministry for the Environment and Stats NZ.

Executive summary

2. The Government released '*Our freshwater 2020*'; the latest report in New Zealand's environmental reporting series, on 16 April 2020.
3. The report continues the second cycle of domain reporting at the national level. It updates '*Environment Aotearoa 2019*' and '*Our freshwater 2017*' by presenting some new data and findings.
4. The report applies a pressure, state, impact model for reporting but unfortunately does not contain any commentary on what is being done in response to the issues raised. As noted in previous reports to this Committee on national state of the environment reporting, this tends to promote a rather negative view of what is happening and the perspective that very little is being done about it.
5. Four priority freshwater issues have been identified in the report:
 - Our native freshwater species and ecosystems are under threat;
 - Water is polluted in urban, farming and forestry areas;
 - Changing water flows affect our freshwater; and
 - Climate change is affecting freshwater in Aotearoa New Zealand.
6. The Committee will note in respect of these four issues, that the Council is taking action in accordance with its statutory functions and responsibilities. This includes the review of the *Regional Policy Statement for Taranaki*, preparation of a new *Natural Resources Plan* to replace our current Fresh Water Plan, appropriate consenting and close monitoring of

resource consents and implementation of the Council's voluntary riparian and sustainable land management programmes.

7. The Council remains on-track in implementing the *National Policy Statement for Freshwater Management*.
8. The Council's comprehensive state of the environment monitoring programmes for freshwater continue to show good to excellent results across all programmes. This clearly demonstrates that the Council's policies and programmes are being successful in ensuring freshwater is being managed sustainably in Taranaki.

Recommendation

That the Taranaki Regional Council:

- a) receives the memorandum '*Our freshwater 2020: MfE and Stats NZ report*'.

Background

9. The national report '*Our freshwater 2020*' was released on 16 April 2020.
10. The full report can be found at <https://www.mfe.govt.nz/publications/environmental-reporting/our-freshwater-2020> while a summary report can be found at <https://www.mfe.govt.nz/publications/environmental-reporting/our-freshwater-2020-summary>
11. A media release can be found at <https://www.mfe.govt.nz/news-events/latest-report-new-zealand%E2%80%99s-freshwater-environment-released-today>
12. The Environmental Reporting Act 2015 requires the Secretary for the Environment and the Government Statistician to produce regular reports on the state of the environment.
13. Under the Act, a report on a domain (marine, freshwater, land, air, and atmosphere and climate) must be produced every six months and a whole-of-the-environment (or synthesis) report must be produced every three years. MfE and Stats NZ are now into their second cycle of domain reporting at the national level.
14. The most recent synthesis report '*Environment Aotearoa 2019*' was published in April 2019 and was reported to this Committee in June 2019. The previous freshwater report was '*Our freshwater 2017*' and this was presented to the Committee in June 2017.
15. As required by the Act, measures of state, pressure, and impact are used to report on the environment. The logic of this framework is that pressures cause changes in the state of the environment and these changes have consequences (impacts). While, strictly, 'impacts' could be positive as well as negative, the reality of the domain reports is that they almost exclusively highlight only negative aspects of what is happening within each domain. In fact, the latest report explicitly states that it is designed to focus on problem areas in freshwater management, so as to spur action.
16. Unfortunately, from the Council's perspective, suggesting or evaluating any responses to environmental impacts is beyond the scope of the Act. We have commented on this aspect of the national state of the environment reporting system in previous memorandums to the Council, and indeed in submissions on the Environmental Reporting Bill. While we acknowledge the statutory limitations of the reporting system, the absence of any commentary on what is being done in responses to the issues raised tends to promote a rather negative view of what is happening and the belief that very little is being done about it.

17. However, the report does provide a national level update on the most recent data about some aspects of the state of our freshwater environment.

The report

18. The report notes that as a nation we value and care deeply about our freshwater. It is essential for life, is fundamental to our economy and provides opportunities for recreation. To Māori, water is sacred. Māori tribal identity is closely linked to freshwater with each water body having its own mauri or life force.
19. The report notes several areas where new or updated information has been used since the last full report '*Environment Aotearoa 2019*' was published.
20. The report notes that freshwater issues are connected, that there are overlaps in the issues and that effects of activities on freshwater are cumulative. The report notes links to other issues highlighted in the report.
21. Members should also note that the issues identified in the report are not an exhaustive list of all issues facing freshwater in New Zealand. Some activities will have impacts on freshwater but are not featured, as they do not rank as highly against the assessment criteria applied in the report.
22. A variety of sources of information has been used in the report including a heavy reliance on computer modelling of some indicators with data also obtained from regional councils, crown research institutes and government departments, among others.
23. Having noted these considerations, the report identifies and discusses four priority freshwater issues:
 - Our native freshwater species and ecosystems are under threat;
 - Water is polluted in urban, farming and forestry areas;
 - Changing water flows affect our freshwater; and
 - Climate change is affecting freshwater in Aotearoa New Zealand.

Freshwater species and ecosystems

24. The report notes that New Zealand has a diverse and unique range of freshwater species, habitats and ecosystems but that many are under threat and continue to decline. Four main reasons are given for this state in the report:
 - the conversion of land in cities, towns, farms and forests by the clearance of native forests and the drainage of wetlands;
 - changing waterways from their natural form and building instream structures like weirs;
 - reducing flows; and
 - bringing new species into the country intentionally or by accident.
25. By way of illustration, the report notes that 76% of our freshwater fish (39 of 51 species) are either threatened with or at risk of extinction. 66% of native birds which depend on freshwater were classified as threatened or at risk. These include species such as kāki (black stilt), whio (blue duck) and kōtuku (white heron). Only 10% of wetlands remain.

26. Computer modelling estimates that 46% of lakes larger than 1 hectare are in poor or very poor ecological health.
27. The Macroinvertebrate Community Index (MCI) scores, which measure the ecological health of rivers and streams, are mapped for New Zealand. Computer modelling for all rivers in New Zealand for 2013-2017 estimated that more than three-quarters of New Zealand's total river length had scores classified as excellent or good for pollution levels as indicated by MCI scores.
28. Nationally measured trends in MCI scores from 2008-2017 showed most sites in Taranaki were very likely improving, likely improving or indeterminate whereas many other regions show indeterminate or likely worsening results.

Water pollution

29. The report notes that almost all of our rivers and many of our lakes and aquifers are affected by water pollution from human activities resulting in excess nutrients, disease-causing pathogens, chemicals and sediment entering freshwater. The report does note, however, that while groundwater quality is mixed with pesticides having been detected at many sites around the country, it is actually improving in many areas.
30. As a very general observation, the report notes that concentrations of nutrients, chemicals, pathogens and sediment in freshwater are often many times higher in urban, farming and forestry areas than in natural conditions.
31. The report gives typical examples of activities that contribute to water pollution including the application of fertilisers and pesticides, increasing the number of cattle per hectare, forest felling and faulty wastewater and stormwater infrastructure.
32. Many of the findings in the report are based on estimates of modelling of water pollution. According to the report, computer models show that 95-99% of river length in urban, pastoral and exotic forest areas exceed water quality guidelines and 67-72% of lakes in urban, pastoral and exotic forest areas are in poor ecological health. Modelling showed parts of Taranaki having worsening trends in nitrate-nitrogen and *E-coli* along with a number of other regions. Taranaki had good results for other parameters measured.
33. In a reference to a national survey on 29 emerging contaminants in groundwater, the report notes that the plasticiser bisphenol-A, active ingredients of sunscreen, and sucralose, an artificial sweetener, were detected most often but at low concentrations.

Water flows

34. Changes in river flows, water levels and the natural course of waterbodies, can affect freshwater water quality and ecology. For example, reduced or less variable flows can increase the temperature and the concentration of nutrients and pathogens in a waterway, increase algal blooms and reduce habitat for freshwater fish and other species.
35. However, these changes enable the generation of renewable hydroelectric power supplies, and meet irrigation and community water supply needs as well support the growing of food and industrial production.
36. The report has found that annual precipitation was below average for New Zealand in nine of the years between 2000 and 2014. Some 58% of water allocated for consumption

(excluding hydroelectric power generation) was for irrigation, New Zealand's highest allocated use. Between 2002 and 2017, the area of irrigated agricultural land almost doubled from 384,000 hectares to 747,000 hectares. Irrigation in Canterbury in particular saw a big increase in the area of irrigated land from 241,000 hectares to 478,000 hectares over this time.

37. About 100 large dams are used to generate electricity. Others are used for irrigation, flood control, water supply or a combination of these.
38. Significant regional variations in water demand are noted, with Canterbury, and to a lesser extent Otago and Hawkes Bay having large irrigation demands. Southland has very high consumptive use reflecting hydroelectric power generation where water is taken from one catchment and discharged into another. Manawatu-Whanganui has also rates of water abstraction for hydropower generation. Waikato has high levels of industrial use.
39. Taranaki has one of the lowest rates of consumptive water use by volume in New Zealand.

Climate change

40. The report concludes that natural water flows are projected to change affecting species distribution and numbers and lake health. Longer and more frequent droughts will put more pressure on water supplies while demand for water is likely to increase as agriculture is affected by droughts.
41. Droughts may also cause communities who rely on rain for drinking water to run out. The cost of treating water during a drought may also increase. The report notes that droughts are also likely to cause food shortages.
42. About a quarter of monitoring sites around New Zealand, have soils that are drier than they were in 1972/73. The report estimates that about 25% of the ice in our glaciers is estimated to have been lost from 1977 to 2016.
43. The report also notes that sea level rise and increased storm swells and extreme waves may contaminate drinking and irrigation water supplies and damage stormwater, wastewater and water supply networks in future.

Towards a better understanding of our environment

44. The final section of the report, '*Towards a better understanding of our environment*', identifies gaps in knowledge and how to prioritise filling those gaps that relate to freshwater.
45. It also discusses how New Zealand's national environmental reporting system could be improved. The report highlights a number of the findings of the Parliamentary Commissioner for the Environment in his 2019 report '*Focusing Aotearoa New Zealand's environmental reporting system*' (reported to this Committee at its meeting on 19 November 2019) in the context of freshwater management.
46. This includes work to develop a national environmental monitoring and reporting system, together with a strategy to prioritise and fill knowledge and data gaps and address inconsistencies in the way that data is collected. Work is underway with regional councils on this but will take some time to develop fully. Resourcing requirements will be an important consideration.

47. Furthermore, this work presents opportunities for new technologies, innovative approaches and integrated measurements to be investigated and applied.
48. The report notes the important contribution of Te ao Māori (Māori world view) to improved environmental reporting and stewardship. Mātauranga Māori, a dynamic and evolving knowledge system, is seen as having great potential for providing a system-wide view of the environment and people together.

Next steps

49. Environment Minister David Parker has said that the report will help inform work already underway to protect and restore our freshwater.
50. Members will be aware of central government proposals in relation to freshwater with the essential freshwater programme leading to further changes to the National Policy Statement for Freshwater and National Environmental Standards for Freshwater.
51. The Minister has also said the report will also inform work on the Resource Management Amendment Bill currently before Parliament, which has proposals in it dealing with freshwater and climate change (see item elsewhere in the Agenda on the Report of the Environment Committee on the Resource Management Amendment Bill).

Discussion

52. Mention has already been made of the reporting model adopted in the report, which does not discuss responses to the issues raised. This leaves open the question of what is being done with respect to those issues and whether the relevant agencies are making progress in addressing them.
53. This is in contrast to the Council's own state of the environment report '*Taranaki as one – Taranaki Tāngata Tū Tahī*' (2015) which includes a chapter on our region's freshwater environment. This chapter includes a discussion of the pressures on freshwater, the state of our freshwater and our responses to current and future pressures.
54. Our state of the environment monitoring programmes for freshwater are comprehensive and have been found to be fit-for-purpose by a number of independent audits, including just recently the Office of the Auditor-General. These programmes have been in place for upwards of 25 years enabling robust statistical analysis of trends. Regular, yearly or biennial reporting of our physicochemical, ecological, periphyton, recreational bathing, water abstraction, pesticides and groundwater monitoring programmes show consistently improving trends or no significant trend, despite increasing pressures being placed on the resource. Most continue to meet national guidelines and many are in the top one or two categories for the particular measures being considered. These programmes are reviewed and updated on a regular basis.
55. In '*Our freshwater 2020*', there is often a reliance on computer modelling in order to supplement available fact-based data. Modelling can produce results that can be unreliable depending on the quality of the data that underpin the models, what assumptions are built into the models and the scale at which the models are applied. They are certainly no substitute for actual measurements in the field, which this Council has invested heavily in in its state of the environment monitoring programmes.
56. Mention has already been made of Taranaki data or findings where these have been mentioned in the report.

57. In respect of the four large issues that the report deals with, the Committee may note the following with respect to the Council's functions and responsibilities:

- The Council's operative *Regional Fresh Water Plan* contains objectives, policies and rules to control a range of activities that impact on freshwater. These include activities that may impact on freshwater quality, freshwater allocation, land drainage, groundwater quality and use, use of river and lake beds and wetland protection. These provisions have been developed to help promote sustainable management of freshwater resources;
- Close monitoring and enforcement of resource consents and plan provisions relating to freshwater with infringement notices and prosecutions being used under the Council's Enforcement Policy, where appropriate;
- The Council is reviewing its *Fresh Water Plan* and intends to publicly notify a *Proposed Natural Resources Plan* in the near future. This will be a comprehensive review incorporating the provisions of the *National Policy Statement for Freshwater* and national environmental standards. It will contain new rules relating to riparian strips along waterways, the discharge of farm dairy effluent to land in preference to water in all but exceptional circumstances and the protection and enhancement of wetlands in Taranaki. It will also make better provision for protecting sites of significance to tangata whenua and areas of significance for ecological and biodiversity reasons. The review will enable further gains in freshwater management to be made;
- The proposed review of the *Regional Policy Statement for Taranaki* will provide a modernised and renewed higher level policy context that will provide policy guidance on all matters that affect freshwater in Taranaki;
- The Council's extensive and award winning riparian management programme will continue. To date, the programme involves 99.9% of Taranaki dairy farms. Over 2600 riparian plans have been prepared, 87.1% of riparian margins have been protected by fencing on the ring plain and 75.2% of margins have been protected by vegetation. Annual progress under the programme is accelerating towards substantial completion within the next few years. Monitoring shows the programme is having a significant positive impact on freshwater quality and enhanced biodiversity in Taranaki;
- The Council's sustainable land management programme focusing on sustainable land use change in the erosion prone inland hill country. The programme covers some 70% of privately owned land in the hill country. 90% of farm plan recommendations have been implemented in whole or in part. Long-term monitoring of sustainable land use by Landcare Research shows that 87% of the hill country is now being sustainably managed reducing sedimentation in waterways and associated flood risk;
- The Council's *Biodiversity Strategy* sets out Council priorities and regulatory and non-regulatory actions for the maintenance and enhancement of indigenous biodiversity (including freshwater biodiversity). It has also prepared the *Taranaki Regional Council Biosecurity Strategy*, which amongst other things addresses the Council's response to freshwater pests;
- The Council's comprehensive state of the environment monitoring programmes for freshwater continue to show good to excellent results across all programmes. This

clearly demonstrates that the Council's policies and programmes are being successful in ensuring freshwater is being managed sustainably in Taranaki.

- The Council is not able to legally mitigate the effect of greenhouse gases when controlling discharges to the atmosphere under the RMA but does take account of potential climate change impacts under the *Regional Fresh Water Plan* and the *Civil Defence Emergency Management Group Plan*;
- The Council's support for enhancing knowledge and community awareness and understanding of the freshwater environment, for example under the 'Curious Minds' initiative and other community-based projects;
- The Council's ongoing work looking at how it can better incorporate mātauranga Māori into freshwater management through such mechanisms as the Wai Māori working group and mana whakahono a rohe agreements negotiated with iwi;
- The *Regional Fresh Water Plan* also has strong policies to promote integrated management of freshwater and working collaboratively with others who have responsibilities relating to freshwater. This addresses the call in the report for greater alignment and coordination across reporting systems.

Decision-making considerations

58. Part 6 (Planning, decision-making and accountability) of the *Local Government Act 2002* has been considered and documented in the preparation of this agenda item. The recommendations made in this item comply with the decision-making obligations of the *Act*.

Financial considerations—LTP/Annual Plan

59. This memorandum and the associated recommendations are consistent with the Council's adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

60. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the *Local Government Act 2002*, the *Resource Management Act 1991* and the *Local Government Official Information and Meetings Act 1987*.

Iwi considerations

61. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making processes (schedule 10 of the *Local Government Act 2002*) as outlined in the adopted long-term plan and/or annual plan. Similarly, iwi involvement in adopted work programmes has been recognised in the preparation of this memorandum.

Legal considerations

62. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.



Committee: Policy and Planning Committee

Date: 19 May 2020

Subject: **Report of the Environment Committee on the Resource Management Amendment Bill 2019**

Approved by: A D McLay, Director - Resource Management
B G Chamberlain, Chief Executive

Document: 2465684

Purpose

1. The purpose of this memorandum is to update Members on the Environment Select Committee's report to Parliament on the Resource Management Amendment Bill 2019 subsequent to the Committee having heard submissions on the Bill.
2. The Environment Committee's full report can be viewed at https://www.parliament.nz/en/pb/sc/reports/document/SCR_96439/resource-management-amendment-bill

Executive summary

3. The Environment Select Committee reported to Parliament on the Resource Management Amendment Bill 2019 on 30 March 2020. The Bill is Stage One of a review of the Resource Management Act (RMA). Stage Two will be a more comprehensive review of the resource management system as a whole.
4. The overarching objective of the Bill was to reduce complexity, increase certainty and restore public participation opportunities. Existing resource management processes and enforcement provisions were to be improved and improvements made to freshwater management. It was also intended to reverse changes made to the RMA by the previous government in 2017, particularly as these related to the resource consent process.
5. The Council made a submission on the Bill seeking fundamental changes to the plan making process, proposals in the Bill for freshwater management planning and proposals for new enforcement powers to be given to the Environmental Protection Authority (EPA).
6. The Environment Committee's report makes some changes to the Bill with respect to the new powers to be given to the EPA, recommends some changes to the freshwater planning system and introduces changes that would have councils explicitly deal with climate change mitigation, reversing previous government decisions that preclude

councils from involvement in climate change mitigation under the RMA. No change has been recommended to the wider plan making process.

7. The proposed changes to the RMA to include climate change mitigation responsibilities for local councils has significant implications for all councils in New Zealand.
8. The Covid-19 pandemic has interrupted the normal parliamentary process and we do not know when the Bill will be brought before the House for its Second, and subsequent readings before being passed into law.

Recommendations

That the Taranaki Regional Council:

- a) receives the memorandum *Report of the Environment Committee on the Resource Management Amendment Bill 2019*;
- b) notes the Bill includes some useful proposed changes to the Resource Management Act;
- c) notes the climate change provisions of the Bill are very challenging for a region with some high producing greenhouse gas emission facilities associated with industries based around oil and gas production and use; and
- d) notes the Bill will be brought before the House for a second reading and potentially subsequent readings, before being passed into law, but is a strong indication of the coalition government's policy position.

Background

9. As Members are aware, the Government is looking to improve the performance of the resource management system and has adopted a two-stage process to achieve this. Stage One was the promulgation of the Resource Management Amendment Bill 2019 (the subject of this memorandum) and Stage Two, to follow, will be a much more comprehensive review of the resource management system as a whole.
10. As part of its Stage One process for reviewing the RMA, the Government introduced the Resource Management Amendment Bill on 23 September 2019, and called for submissions. The Bill was referred to the Environment Committee who called for submissions by 7 November 2019. The Council lodged a submission on the Bill by the due date.
11. The overarching objective of the Bill as introduced was to reduce complexity, increase certainty and restore public participation opportunities. Existing resource management processes and enforcement provisions were to be improved and improvements made to freshwater management. It was also intended to reverse changes made to the RMA by the previous government in 2017, particularly as these related to the resource consent process.
12. Two notable changes to the existing resource management system were proposed. There would be a new freshwater planning process introduced to support implementation of the upcoming National Policy Statement for Freshwater Management 2020 and new enforcement powers were to be given to the Environmental Protection Authority (EPA).
13. Stage Two will be a much more comprehensive review of the resource management system. It will examine broader changes sought by the Government to support the transition to “a more productive, sustainable and inclusive economy”. A review panel headed by the Hon Tony Randerson, QC has been appointed and a discussion document

on issues and options released. The review panel is expected to report back to the Government by 31 May 2020. This would be followed by engagement with stakeholders, iwi/Māori, and the public.

The Council's submission

14. One of the main issues raised in the Council's submission was that the new freshwater planning process proposed in the Bill did not go far enough. It argued that Schedule 1 of the RMA be amended to provide a much more streamlined planning process and that this process should be applied across all regional and district plans and not just freshwater plans. The Council's view was that plan making processes under the RMA need to be normalised to bring them within the timeframes of other decision-making process of central and local government.
15. This was seen as essential to ensure plan agility in the face of a rapidly changing environment and to promote integrated management.
16. While supporting the Government's intent to improve RMA plan agility for freshwater management, the Council's submission also highlighted a number of specific concerns with the new freshwater planning process, including the potential for specialised freshwater hearing panels to derogate from local decision-making and natural justice concerns, in terms of considering matters out of the scope of submissions.
17. The Council's submission was largely supportive of a number of other changes proposed. In particular it gave qualified support for new EPA powers on enforcement, supported the reinstatement of financial contributions and broadly supported other changes designed to improve RMA consenting and enforcement processes.

The Environment Committee's report

18. The Environment Committee's report back to Parliament was released on 30 March 2020.
19. The Committee has recommended changes to the Bill in four main areas:
 - improvements to general resource management processes;
 - the Environmental Protection Authority's new enforcement powers;
 - the new freshwater planning process and related changes; and
 - clarifying the relationship between the RMA and aspects of climate change mitigation.
20. A number of other minor, technical or consequential changes have also been recommended by the Committee but are not discussed here.

Resource management processes

21. A number of changes to resource management processes were included in the Bill as introduced. Of particular note are changes that would delay commencement of provisions that would enable applicants to have processing of their non-notified resource consent applications suspended. The Committee has also recommended that consent authorities be able to suspend the processing of resource consent applications until fixed administrative charges are paid.

22. Currently under the RMA, an applicant for a non-notified consent cannot have their application suspended. The Bill as introduced would enable applicants to suspend the processing of non-notified consent applications for up to 20 working days. However, the Committee considers that the commencement of this new regime should be delayed by three months from the timing proposed in the Bill to give councils more time to update their processes and procedures.
23. Section 36 of the RMA enables councils to set administrative charges to recover actual and reasonable costs from applicants associated with their RMA functions. If a charge is not paid by the applicant, the council is not required to carry out the action to which the charge relates. However, the RMA does not give councils the ability to suspend the statutory time period for processing a resource consent to allow for time when administrative charges remained unpaid.
24. The Bill as introduced would allow councils to exclude such a time period from the statutory time limit in respect of unpaid fixed charges required when the consent application is lodged or notified. However, the Committee recommends amending the Bill to delay the commencement of these provisions until three months later than proposed in the Bill, again, to give councils more time to update their processes and procedures.
25. The Committee also recommends the repeal of the collaborative planning process (introduced by the previous government as an alternative plan making process), the reintroduction of consent financial contributions (which was sought in the Council's submission) and the increase in maximum infringement fees.
26. Staff support these changes.

New enforcement powers for the Environmental Protection Authority

27. The Bill as introduced would enable the EPA to initiate its own RMA investigations, to assist councils with their RMA investigations, and to intervene in RMA cases to become the lead agency of an investigation and subsequent enforcement actions.
28. The Council has for over 40 years, had a comprehensive and successful consent compliance monitoring and enforcement regime in place. It supported, in part, the introduction of new powers in the Bill for the EPA to undertake enforcement action under the RMA with the caveat that EPA action should only be available in circumstances where a particular council specifically requests, or agrees to, EPA assistance on an enforcement matter.
29. The Council opposed law changes that would empower the EPA to initiate enforcement activity without the support of the council concerned and sought that the Bill be amended so that, where a council is already undertaking enforcement action, the EPA may only intervene in the enforcement action if it has the agreement of the relevant local authority.
30. The Committee has not gone as far as the Council would have liked on this issue. It has recommended instead that the Bill be amended to clarify that, if the EPA ceases an intervention, a local authority may resume any enforcement action that the local authority had commenced prior to the EPA's intervention.
31. The Committee has indicated that it also sought advice about how enforcement actions may switch between the EPA and a local authority, to clarify that this provision would not enable multiple lines of prosecution. They were informed that it would not be

possible for a potentially liable party to be subject to double jeopardy (where a party is prosecuted twice for the same offence).

32. The Committee also recommends that the definition of 'enforcement action', be clarified by replacing the words 'laying of a charge' with 'filing of a charging document'.
33. It is to be hoped that various protocols or best practice approaches will be developed to provide the necessary clarity of roles and responsibilities on enforcement matters that the Council sought in its submission on the Bill.

Freshwater management

34. As previously noted, the Council's submission sought that Schedule 1 of the RMA be streamlined and that this new streamlined planning process be applied across all regional and district plans.
35. The Environment Committee has not taken up this suggestion.
36. The Council has highlighted the need for changes to the plan making process under the RMA for some time now and there will further opportunities to do so again during the Stage Two review.
37. In relation to the freshwater planning proposals in the Bill, the Council sought a number of changes. These were that:
 - the mandatory 'make-up' of freshwater hearing panels be amended to provide the option that democratically elected (but accredited) members may form the panel majority;
 - the ability for freshwater hearing panels to make recommendations that are out of submission scope be deleted;
 - the RMA be amended so that the freshwater hearing panel process can be adopted and applied across all regional and district planning processes; and
 - the proposed timeframes for Councils to make a determination on the freshwater hearing panel's recommendations be reviewed to ensure there is sufficient time for matters to be properly considered.
38. The Council also submitted that there would be difficulties in delineating between freshwater and other matters and noted that pulling out freshwater matters and considering them in isolation from other aspects of the environment would be inconsistent with current good planning practice in promoting integrated management.
39. However, the Environment Committee has recommended instead that regional councils provide a written statement at the time of public notification of the freshwater planning instrument, as to whether the whole or only part of the instrument will undergo the freshwater planning process.
40. The Chief Freshwater Commissioner's role in appointing freshwater hearings panels has been expanded and clarified but has not gone as far as including an option of democratically elected members forming the majority of the panel, as was sought by the Council in its submission.
41. The Environment Committee has however, recommended an amendment to clause 50 to change the time within which a regional council makes its decisions on the hearing panel's recommendations from 20 working days to 40 working days. A longer time

period than the 20 working days was sought by the Council in its submission and it is pleasing to note that the Committee has agreed to such a change.

42. No changes have been made to clauses that would enable recommendations of a hearings panel to include matters that were not contained in submissions. This matter was raised as a concern in the Council's submission as this would give the panel unfettered powers to consider matters that are out of scope and would affect all submitters. Furthermore, the Council noted that a council wishing to reject an out of scope recommendation is restricted to considering alternatives options that are within the scope of submissions.
43. The Committee, while making no changes to the ability of a hearings panel to make recommendations outside of matters contained in submissions, has made changes to clause 51(1)(d) that would now allow a council to develop alternatives that are also outside the scope of submissions.
44. Rights of appeal to the Environment Court on the merits of a decision where the council rejects a recommendation of a hearings panel, and to the High Court (and potentially Court of Appeal) on questions of law, remain. The Environment Committee has recommended that the Bill make it clear that there will no right of appeal to the Supreme Court.
45. The Environment Committee has made a number of other detailed recommendations for changes to the Bill on the freshwater planning process. These include clarifying the powers that the Chief Freshwater Commissioner and Hearings Panel have in conducting hearings, including those relating to cross examination, and the Hearing Panel's ability to commission reports, convene pre-hearing meetings and run expert conferencing.
46. A number of other changes have also been made.

Climate change

47. The Environment Committee notes in its report that a significant number of submissions raised matters of climate change and how the RMA interacts with climate change policy.
48. Amendments to the RMA in 2004 prevented regional councils from considering the effects on climate change when making rules or assessing applications relating to the discharge of greenhouse gases.
49. Climate change policy at that time was focused on a national-level carbon-pricing scheme delivered through the New Zealand Emissions Trading Scheme (NZETS). Non-price measures such as RMA regulation were considered to be an unnecessary double-up.
50. However, the Environment Committee has stated that climate change policy has since evolved. That policy is now to transition to net zero carbon emissions by 2050. The Climate Change Response (Zero Carbon) Amendment Act 2019 requires the first emissions reduction plan to be published by the Minister for Climate Change by February 2021. The Act also expressly permits decision-makers acting under other legislation to take into account statutory emissions targets, emissions budgets, and emissions reduction plans made pursuant to that Act.
51. The Committee notes that this conflicts with the express provisions in the RMA, preventing regional councils from considering climate change effects when assessing resource consents for discharges to air. The Committee therefore considers that the Bill

should explicitly remove statutory barriers to consideration of climate change in decision-making under the RMA. They propose the following:

- amending sections 61, 66 and 74 of the RMA to add 'emissions reduction plans' and 'national adaptation plans' to the list of matters that local authorities must have regard to when making or amending regional policy statements, regional plans and district plans; and
 - repealing sections 70A, 70B, 104E and 104F to allow consent authorities to consider climate change when making decisions on resource consent applications.
52. This would be a major policy shift for the Government and one that would have significant implications for all councils in New Zealand.
53. The above provisions will be very challenging for the Taranaki region with some high producing greenhouse gas emissions facilities based around oil and gas production and use. They represent a return to pre 2004 RMA days, and staff are investigating, with the limited information available, the implications of the Bill.
54. There has been some discussion that RMA regulation should only apply where the NZETS has not been successful or is not likely to be successful in reducing emissions to the new target levels.
55. As far as we understand, these matters have not been the subject of thorough investigation or analysis, including an assessment of costs and benefits, the effectiveness and efficiency of mitigation options, including RMA regulation, or appropriate roles and responsibilities.
56. The Environment Committee itself acknowledges that that there could be risks of inconsistencies, overlap of regulations between councils and emissions pricing, and litigation. They therefore, recommend a delayed commencement for these changes, of 31 December 2021, to ensure there is sufficient time for the Government to decide at a national level how local government should make decisions about climate change mitigation under the RMA.
57. Historically, regional-level policy and practice of management of greenhouse gas emissions and climate change effects under the RMA have reflected legislative national-level policy positions and directions prevailing at the time.
58. During the first decade of the RMA, there was minimal national or judicial guidance for regional councils. Precedence and case law developed in an ad hoc manner through council hearings, and at the expense of councils, consent applicants, and submitters.
59. From about 2000 there were a number of Environment Court cases (including several involving this Council), both prior to and following the 2004 RMA amendments that prohibited regional councils from considering climate change matters when assessing consents for activities emitting greenhouse gases. The 2004 amendments to the RMA confirmed this position for regional councils, while also introducing the effects of climate change as a matter to be given particular regard to otherwise under section 7(i).
60. While the latest RMA amendment proposals to remove the prohibition appear on first glance to be simply returning matters to the situation pre the 2004 amendment, there are two important compounding considerations:
- first, much of the case law to date still remains relevant, if not indeed significant and
 - secondly, the broader policy and legislative context is also changing (and will continue to do so), and will bear on any future regional level decision-making.

61. Environment Court case law has emerged largely from the wish of submitters to see conditions imposed that require monitoring and mitigation of greenhouse gas emissions, as well as cases that have sought interpretation of the RMA as framed at the time.
62. Laying aside the latter, key Court findings have been:
 - that while, on the face of it, management of climate change is quintessentially a public policy decision, nevertheless the Court is required to approach the matter having regard to the provisions of the Resource Management Act 1991 and the general common law principles that are applicable;
 - Government policy and Government intent cannot be ignored, even when not formally expressed in legislation;
 - while international treaties are not, of themselves, domestic law, the Courts in interpreting legislation will do their best conformably with the subject matter and the policy legislation, to see that their decisions are consistent with international obligations;
 - the Courts have found nothing in the wording of the relevant provisions of the Act, particularly in section 5, Part II and in the definitions of 'environment' and 'effects' in section 2 which could limit the consideration of the scope of 'effects' to within the boundaries of a regional council;
 - even if the effects of an emission may be small globally, they are sufficient in terms of 'cumulative effects' to come within the ambit of the RMA;
 - the Courts hold a considerable disquiet about the efficacy, appropriateness and reasonableness of monitoring and mitigation conditions for greenhouse gas emissions. Mitigation requirements must be shown to be reasonable;
 - on several occasions, the Courts have noted their inability on the evidence before it, to assess adequately the national and international consequences of such a condition, and so the relief sought has been dismissed;
 - on several occasions, the Courts noted their inability on the evidence before it, to assess adequately the social and economic consequences of such a condition, and so the relief sought has been dismissed;
 - the doubtful efficacy of such a condition in the global context; and
 - any conditions should be designed so as to ensure the most efficient and best environmental, social and economic outcome.
63. In addition, the government of the day in 2002 noted *'The objective of any RMA amendment would be to avoid putting RMA resource consent applicants in the 'double jeopardy' position of being required to mitigate effects under the RMA framework, when they also have to meet obligations under the Government's national climate change policies'*. This was yet another reason at the time for the government to amend sections 70 and 104.
64. Currently, the RMA expressly prohibits regional councils from considering effects on and from climate change when making rules or assessing applications relating to discharges of greenhouse gases, *'except to the extent that the use and development of renewable energy enables a reduction'* in those emissions. Significantly, Parliament's Environment Committee recommends reversing this position. so that by 31 December 2021, the prohibition will no longer be in effect, to reflect the climate change policy framework that is evolving under the Climate Change Response Act 2002.

65. Therefore, after 31 December 2021, this Council, in making and implementing policies and plans, and in assessing consents in accordance with those regional statutory instruments, can expect to be required to 'have regard to' climate change (RMA section 7), and the Government's Climate Change Response Act, emissions reduction plans, and national adaptation plans, as well as to Environment Court rulings.
66. From the Council's previous experiences prior to the 2004 amendment, it must be assumed there will be a high potential for litigants to re-visit the climate change mitigation issue within the future regime. Indeed, the Forest and Bird Protection Society has already hailed that under the proposed RMA amendments, council decisions will have to link to emissions reduction targets, and will have to consider climate change when making environmental decisions (E-News April 2020). On the other hand, one could note the Courts have established a high threshold to be satisfied before the imposition of monitoring and mitigation conditions. It remains uncertain how this will play out.
67. There is also the question of the wider RMA review (Stage Two) referred to earlier and whether such a major change in Government policy direction on climate change should be considered as part of the wider RMA system review rather than pushed through as an amendment to existing law.

Next steps

68. The Covid-19 pandemic has interrupted the normal parliamentary process. We do not know when the Bill will be brought before the House for its Second, and subsequent readings before being passed into law.

Decision-making considerations

69. Part 6 (Planning, decision-making and accountability) of the *Local Government Act 2002* has been considered and documented in the preparation of this agenda item. The recommendations made in this item comply with the decision-making obligations of the *Act*.

Financial considerations—LTP/Annual Plan

70. This memorandum and the associated recommendations are consistent with the Council's adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

71. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the *Local Government Act 2002*, the *Resource Management Act 1991* and the *Local Government Official Information and Meetings Act 1987*.

Iwi considerations

72. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making

processes (schedule 10 of the *Local Government Act 2002*) as outlined in the adopted long-term plan and/or annual plan. Similarly, iwi involvement in adopted work programmes has been recognised in the preparation of this memorandum.

Legal considerations

73. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.



Committee: Policy and Planning Committee

Date: 19 May 2020

Subject: **Regional sector update on the Government's freshwater proposals**

Approved by: A D McLay, Director - Resource Management
B G Chamberlain, Chief Executive

Document: 2485399

Purpose

1. The purpose of this memorandum is to update Members on the Government's freshwater proposals and discussions.

Executive summary

2. On 5 September 2019, the Government released their discussion document *Action for healthy waterways*. The discussion document contains wide-ranging proposals to improve freshwater quality across New Zealand.
3. At the Ordinary meeting of 5 November 2019, Members considered and adopted the Council's submission in response to the Government proposals. In brief, the submission noted Council's concerns that the proposals would impose major costs on the Taranaki region for unpredictable and probably only marginal freshwater-quality gains.
4. The deadline for submissions was originally 17 October 2019 but was then extended to 31 October 2019.
5. The Government received more than 17,500 submissions and appointed an independent advisory panel to consider submissions. Subsequently, the panel has reported back to the Government with its recommendations but as yet no final decisions have been made by Cabinet.
6. Given the Government has yet to announce and confirm its freshwater reforms, and given COVID-19 is having major displacement effects on Council work, the regional sector has been in discussions with Ministers. The regional sector highlighted councils' shared commitment to improving freshwater quality but noted that the sector can only proceed as fast as constraints and resources allow us.
7. The discussion re-iterated the sector's view on water quality limits. Namely, if the interventions are not accepted as soundly based in science and regulatory practice, then

the integrity of the whole package risks being eroded with further consequences for the delivery of the results New Zealanders seek.

8. This Council continues to independently liaise and work with the Government.

Recommendations

That the Taranaki Regional Council:

- a) receives this memorandum on the Government's freshwater proposals update;
- b) notes the Chair and Chief Executive have been in separate discussions with Government Ministers on the freshwater reforms.

Background

9. On 5 September 2019, the Government released their discussion document *Action for healthy waterways* (refer <https://www.mfe.govt.nz/consultation/action-for-healthy-waterways>). The discussion document set out a plethora of Essential Freshwater proposals as part of the Government's commitment to "...stopping the degradation of New Zealand waterways so that water quality is materially improving within five years, and to restoring them to a healthy state in a generation".
10. As outlined in the discussion document, the proposals are for new and additional requirements to be given effect to through a revised *National Policy Statement for Freshwater Management* (NPS-FM), a new *National Environmental Standards for Freshwater Management* (NES) and new *Stock Exclusion Regulations*.
11. Members may recall that at the Ordinary meeting of 5 November 2019, the Council's submission in response to the Government freshwater proposals was considered and adopted. In general, the submission supports the Government's objective to improve the health of water bodies across New Zealand noting the region's proven and successful 'track record' in already achieving the outcomes sought by the Government. Notwithstanding that support, the submission noted the Council's significant concerns around specific but substantive aspects of the proposed new policies and regulations.
12. Key points and themes made in the Council's submission were as follows:
 - One size does not fit all. Taranaki is unique in its geography and advancement in water maintenance and improvement programmes.
 - The proposal should focus on improving trends rather than setting limits. This would allow for natural differences throughout regions and nationally while halting the decline of water degradation. Regulation should only be used where there is a proven cause and effect.
 - Proposed nutrient and sediment limits set in the NPS-FM lack a credible basis, are out of line with comparable overseas criteria, and would force a very substantial contraction of farming productivity for no clear benefit.
 - Opposed to the proposed use of nitrogen caps and OVERSEER in a regulatory framework as it is highly inaccurate and therefore not fit for that purpose.
 - Concerned that the nationally imposed stock-exclusion rules will derogate and undermine Taranaki's successful Riparian Management Programme.

- The Government has provided no meaningful cost-benefit analysis for the policies and regulation in the NES and NPS-FM, particularly regarding how regional communities will be affected.
 - Implementing much of the proposal would have perverse outcomes for the Taranaki community with only marginal environmental benefit. The Council has found the likelihood of a very adverse impact on the viability of many farms if required to meet proposed Dissolved Inorganic Nitrogen (DIN) and Dissolved Reactive Phosphorus (DRP) and suspended sediment national bottom lines, regardless of any suggestions of a compliance timeframe of 'a generation'. This would impact on the economic and social well-being of the wider community, urban as well as rural.
13. Of note, given the Government's failure to carry out a meaningful cost benefit analysis for its proposals, the Council commissioned and appended its own cost benefit analysis to the submission that explored the impacts of the proposed limits on the Taranaki region. That work identified the likelihood that the Government's proposed limits would result in severe impacts on the viability of many farms and wholesale land use change in Taranaki (i.e. conversions to forestry). This, in turn, would result in falling populations, loss of scale for services providers, and flow on impacts into the regional towns of Stratford, Hawera and New Plymouth - including associated impacts on local businesses, schools, clubs and community organisations, and a resulting reduction in health and other community services.

The Essential Freshwater process following submissions

14. The deadline for submissions on the Government's freshwater proposals was originally 17 October 2019. However, this was later extended by the Ministry for the Environment to 31 October 2019.
15. Subsequently, the Government received more than 17,500 submissions. Submissions received were from a wide variety of interests, including councils, iwi, industry and non-government groups plus many individuals.
16. The Government appointed an independent advisory panel, chaired by Judge David Sheppard, to provide the Minister for the Environment with a report on the consultation submissions, including recommendations. The hearing of submissions has been held. The panel only allowed a limited number of selected submitters to speak to their submissions.
17. The Minister for the Environment has now received the advisory panel's report. However, at this point of time, the advisory panel's report and recommendations are not publicly available nor have the recommendations been considered by Cabinet.
18. This Council, and the wider regional sector, have continued to liaise and work with the Ministers and Ministry for the Environment officials on key concerns and potential changes to the Government's freshwater reforms. Given the Government has yet to announce and confirm its freshwater reforms, and given COVID-19 is having major displacement effects on Council work, the regional sector decided to re-approach the Minister for the Environment, Hon David Parker, and the Minister for Agriculture, Hon Damien O'Connor.
19. The Chair and Chief Executive, who engaged with the Ministers, could provide an update on discussions around key concerns and opportunities.

Decision-making considerations

20. Part 6 (Planning, decision-making and accountability) of the *Local Government Act 2002* has been considered and documented in the preparation of this agenda item. The recommendations made in this item comply with the decision-making obligations of the *Act*.

Financial considerations—LTP/Annual Plan

21. This memorandum and the associated recommendations are consistent with the Council's adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

22. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the *Local Government Act 2002*, the *Resource Management Act 1991* and the *Local Government Official Information and Meetings Act 1987*.

Iwi considerations

23. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making processes (schedule 10 of the *Local Government Act 2002*) as outlined in the adopted long-term plan and/or annual plan. Similarly, iwi involvement in adopted work programmes has been recognised in the preparation of this memorandum.

Legal considerations

24. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.



Committee	Executive, Audit and Risk Committee
Date	19 May 2020
Subject:	Electoral Officer's Report on the 2019 Triennial Elections
Approved by:	M J Nield, Director Corporate Services B G Chamberlain, Chief Executive
Document:	2452701

Purpose

1. The purpose of this memorandum is to receive the Council's Electoral Officer's Report on the 2019 Triennial election.

Recommendations

That the Taranaki Regional Council:

- a) receives the Electoral Officer's Report on the 2019 Triennial Elections.

Background

2. Local government elections are required to be conducted every three years, with the 2019 election occurring on Saturday 12 October 2019. The conduct of these elections is prescribed by legislation and regulation to ensure public confidence and electoral integrity are maintained.
3. The Council appointed Mr Dale Ofoske of Election Services as its electoral officer.

Discussion

4. The 2019 local government triennial elections occurred on Saturday 12 October 2019. The elections for the Taranaki Regional Council were conducted by the constituent territorial authorities of New Plymouth District Council, Stratford District Council and South Taranaki District Council. They were completed satisfactorily, on time and met all legislative and practical requirements.
5. With the 2019 elections now complete, this report details the various electoral processes undertaken, together with election statistics for the information of Council.
6. The final cost was under budget due to there being no election for the Stratford constituency.

7. Moving forward, the Council will need to review its electoral system and its representation arrangements.

Decision-making considerations

8. Part 6 (Planning, decision-making and accountability) of the *Local Government Act 2002* has been considered and documented in the preparation of this agenda item. The recommendations made in this item comply with the decision-making obligations of the *Act*.

Financial considerations—LTP/Annual Plan

9. This memorandum and the associated recommendations are consistent with the Council's adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

10. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the *Local Government Act 2002*, the *Resource Management Act 1991* and the *Local Government Official Information and Meetings Act 1987*.

Iwi considerations

11. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making processes (schedule 10 of the *Local Government Act 2002*) as outlined in the adopted long-term plan and/or annual plan. Similarly, iwi involvement in adopted work programmes has been recognised in the preparation of this memorandum.

Legal considerations

12. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.

Appendices/Attachments

Document 2448486: 2019 Triennial Elections Report

Election Services

Level 2, 198 Federal Street, Auckland
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Report to the
Taranaki Regional Council
regarding the

2019 Triennial Elections

From the
Electoral Officer

4 March 2020



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Outline

The 2019 local government triennial elections occurred on Saturday 12 October 2019. The elections for the Taranaki Regional Council were conducted by the constituent territorial authorities of New Plymouth District Council, South Taranaki District Council and Stratford District Council and were conducted satisfactorily and on time and met all legislative and practical requirements.

This report summaries the electoral process.

Background

Local government elections are required to be conducted every three years, with the 2019 election occurring on Saturday 12 October 2019. The conduct of these elections is prescribed by legislation and regulation to ensure public confidence and electoral integrity are maintained.

The following preliminary actions/decisions were made:

- (i) during 2018, Council undertook a representation arrangements review (a review of constituencies, boundaries, number of councillors etc). The final proposal retained the existing number of councillors (11) and constituencies (4);
- (ii) the FPP (first past the post) electoral system to be used for Taranaki Regional Council, South Taranaki District Council and Stratford District Council elections; the STV (single transferable voting) electoral system to be used for New Plymouth District Council and Taranaki District Health Board elections;
- (iii) postal voting to be used;
- (iv) the alphabetical order of candidate names to be used for Taranaki Regional Council, New Plymouth District Council, Stratford District Council and Taranaki District Health Board; and the pseudo-random order of candidate names to be used for South Taranaki District Council.

The electoral officer appointed for Taranaki Regional Council (and its three constituent territorial authorities) is Dale Ofsoske of Election Services.

With the 2019 elections now complete, this report details the various electoral processes undertaken, together with election statistics for the information of Council.

Narrative

Elections Required

Elections were undertaken for:

Taranaki Regional Council

- two members elected from the North Taranaki Constituency
- five members elected from the New Plymouth Constituency
- one member elected from the Stratford Constituency
- three members elected from the South Taranaki Constituency

Election Timetable

Key election functions and dates were:

Nomination period

19 July – 16 August 2019

Inspection of Preliminary Electoral Roll

19 July – 16 August 2019

Delivery of voting mailers

20-26 September 2019

Special voting/early processing

20 September – 12 October 2019

Election day

12 October 2019

Preliminary count

13 October 2019

Official count

14-18 October 2019

Return of Electoral Donations & Expenses Form

by 13 December 2019

Electoral Roll

For each constituent territorial authority, the electoral roll comprises two parts, the Residential Electoral Roll and the Ratepayer Electoral Roll.

The Residential Electoral Roll contains parliamentary electors, whose details are maintained and supplied by the Electoral Commission.

Each constituent territorial authority is responsible for compiling its own non-resident Ratepayer Electoral Roll.

To compile the Ratepayer Electoral Roll, two actions are required:

- (i) a nationwide advertising campaign on the criteria of ratepayer elector qualifications and enrolment procedures; and
- (ii) the issuing of Ratepayer Confirmation Forms to all eligible 2016 Ratepayer Electoral Roll electors, and if returned, these along with any new enrolments, form the basis of the 2019 Ratepayer Electoral Roll.

A national advertising campaign was undertaken by SOLGM during May 2019 advising readers in all major daily newspapers of the criteria and qualifications required to be eligible for the Ratepayer Electoral Roll. A 0800 free-phone service was again used as a national helpline for ratepayer roll enquiries.

In April 2019, a total of 121 Ratepayer Roll Confirmation Forms were issued to eligible 2016 Ratepayer Electoral Roll electors. A total of 104 non-resident ratepayer electors

appeared on the constituent territorial authorities 2019 Ratepayer Electoral Rolls.

Preliminary and Final Electoral Rolls

The Preliminary Electoral Rolls were available for public inspection at each constituent territorial authority office/service centre and library during normal office hours between 19 July 2019 and 16 August 2019.

Statistics relating to the Final Electoral Rolls are as follows:

Territorial Authority	Final Roll		
	No. Resident Electors	No. Ratepayer Electors	Total
New Plymouth District	57,406	65	57,471
South Taranaki District	17,725	24	17,749
Stratford District	6,530	15	6,545
TOTAL	81,661	104	81,765

The total number of electors is 81,665 (81,765 less 100 electors in the Stratford District Council area within the Horizons Regional Council area). This compares to 79,796 electors for the 2016 election and is a growth of 1,869 electors, or +2.34%.

Nominations

The nomination period was 19 July to noon 16 August 2019.

Nomination material was available during this time by:

- (i) visiting a constituent territorial authority office/service centre;
- (ii) downloading the material from the Council's website;
- (iii) phoning the electoral office.

A detailed '2019 Candidate Information Handbook' was prepared and made available to all candidates, any interested party (e.g. media) and placed online. The handbook contained relevant information about the electoral process to potential candidates.

A total of 17 valid nominations were received for the 11 vacancies, these detailed as follows:

Constituency	No. Nominations	No. Vacancies
New Plymouth	9	5
North Taranaki	3	2
South Taranaki	4	3
Stratford	1	1
Total	17	11

For the Stratford Constituency, there was one candidate for one vacancy, and this candidate was duly declared elected following the close of nominations. For a list of candidates, refer Notice of Day of Election – **Appendix 4**.

The 17 nominations received compares to 24 nominations received at the 2016 election and 18 nominations received at the 2013 election.

Voting Mailers

Voting mailers consisting of an outward envelope, return prepaid envelope, voting document and a candidate profile booklet (which included instructions in English and Māori) were posted to electors by the constituent territorial authorities from Friday 20 September 2019.

The voting mailers were produced by the NZ Post Group and were consistent in design layout to all other local authorities in the country.

Special Voting

Special votes were available from 20 September 2019 to noon 12 October 2019 by:

- (i) visiting one of the constituent territorial authority offices;
- (ii) phoning the electoral office.

A total of 533 special votes were returned prior to the close of voting, of which 442 (82.93%) were valid. This compares to a total of 307 special votes returned in 2016.

Elector Turnout

In total, of the 81,765 electors on the constituent territorial authorities Final Electoral Rolls, a total of 37,979 electors returned their voting document. This represents a 46.5% return.

By constituent territorial authority, voter returns were:

New Plymouth District Council: 45.3%

South Taranaki District Council: 48.3%

Stratford District Council: 51.7%

A schedule of the number of daily returned voting documents over the voting period for each constituent territorial authority is attached (**Appendices 1-3**).

Of note, the 2019 average nationwide elector turnout is 41.7% compared to 42% for the 2016 election, 41.3% for the 2013 election and 49% for the 2010 election.

Results

With the undertaking of the early processing of returned voting documents during the voting period, progress results were released on election day at around 1pm. Progress results reflected about 90% of votes cast and excluded votes received at Council offices on election day morning. The release of progress results was very successful and avoided an unnecessary wait by candidates on knowing who were provisionally elected.

The preliminary results were released on Sunday following the receipt and processing of a significant number of votes received by hand at the Council offices on election day morning. In 2016 it was estimated that 5% of all votes received were hand delivered on election day morning. In 2019 this increased to approximately 10% (more voters hand delivering their votes rather than posting them).

Both the progress and preliminary results were released to candidates and placed on Council's website.

The final results (Declaration of Results of Election – see **Appendix 5**) were made on Friday 18 October 2019 and appeared in the Taranaki Daily News on Monday 21 October 2019.

Election Costs

The 2019 estimated election cost set in November 2018 was \$110,000 + GST (or for an estimated 84,000 electors, \$1.31 + GST per elector), subject to actual costs incurred.

The 2019 final election cost has now been determined under the agreed MOU cost sharing calculators at \$104,795 + GST (or for 81,665 electors, \$1.28 + GST per elector), noting there was no physical election required for the Stratford Constituency.

This compares favorably to the \$1.30 + GST per elector cost for the 2016 election.

Upcoming Issues

Inquiry into the 2016 elections

Parliament's Justice Committee released its report 'Inquiry into the 2017 General Election and 2016 Local Elections' in December 2019.

Recommendations in the report relating to local government elections include:

- centralizing the running of local elections
- aligning DHB boundaries to TAs
- one voting method
- aligning advertising and campaigning rules with general elections
- shifting election day to avoid school holidays
- requiring candidates to provide evidence of citizenship
- requiring candidates to provide evidence of the existence of a political party/affiliation

The report can be viewed at:

https://www.parliament.nz/en/pb/sc/reports/document/SCR_93429/inquiry-into-the-2017-general-election-and-2016-local-elections

Inquiry into the 2019 elections

Parliament's Justice Committee is to undertake its normal inquiry into the conduct of the 2019 local government elections. Submissions closed on Saturday 29 February 2020. The Terms of Reference include:

- examine the law and administrative procedures for the conduct of the 2019 local elections with particular reference to:
 - low voter turnout
 - licensing trusts
 - role of council staff during election periods around decisions on information release and public statements
 - disclosure of candidate criminal convictions
 - any irregularities that may have compromised the fairness of the elections
- consult stakeholders and the wider public regarding the Justice Committee's recommendations from the 2016 local elections, particularly:
 - giving responsibility of running all aspects of local government elections to the Electoral Commission

- encouraging or requiring the same voting system to be used in all local elections
- foreign interference
- examine the law and administrative procedures for the conduct of energy trust elections held since 2016.

Electoral System Review

Under the Local Electoral Act 2001, a local authority may resolve, before 12 September 2020, to change the electoral system used at the last election, unless a poll on the matter has been held within the last six years.

Should Council wish to consider changing its electoral system (from first past the post to single transferable voting) for the 2022 and 2025 triennial elections, it can do so by resolution no later than 12 September 2020.

However, a public notice must be given by 19 September 2020 providing the right of electors to demand a poll on the matter.

Māori Representation Review

Under the Local Electoral Act 2001, Council may at any time resolve to introduce Māori constituencies. If a resolution is made (optional) before 23 November 2020 (to apply for the 2022 and 2025 triennial elections), public notice must be given by 30 November 2020 providing the right of electors to demand a poll on the matter.

If Māori constituencies are to be introduced, a further representation arrangements review would be required in 2021.

Representation Arrangements Review

The Local Electoral Act 2001 requires every local authority to undertake a representation arrangements review at least once in every six-year period. As Council last undertook a review in 2018, it is not required to conduct a review until 2024 (unless Māori constituencies are to be introduced).

Summary and Conclusions

The Taranaki Regional Council's 2019 triennial election was conducted successfully and met all legislative and practical requirements. No issues or concerns of significance arose from this election and all tasks were completed satisfactorily and on time.

There are however several electoral issues Council may wish to consider during 2020/21:

- (i) whether Council retains the first past the post electoral system or adopts the single transferable voting electoral system for the 2022 and 2025 triennial elections – by 12 September 2020;
- (ii) whether Council establishes Māori constituencies (optional) for the 2022 and 2025 triennial elections – by 23 November 2020;
- (iii) if Māori constituencies are introduced, Council undertakes a further representation arrangements review in 2021.



Dale Ofsoske
Electoral Officer // Taranaki Regional Council
Election Services

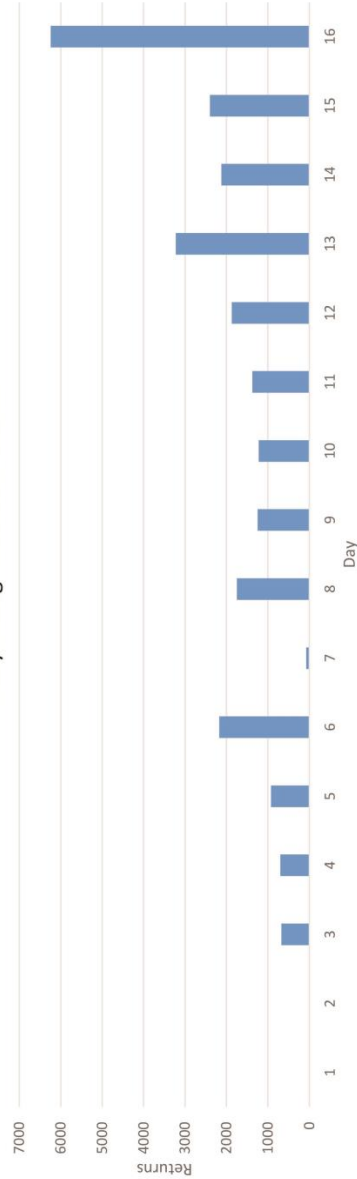
APPENDIX 1



VOTING DOCUMENT RETURNS - 2019 ELECTIONS

WARD/ELECTORS	ELECTION DAY															
	23-Sep	24-Sep	25-Sep	26-Sep	27-Sep	30-Sep	1-Oct	2-Oct	3-Oct	4-Oct	7-Oct	8-Oct	9-Oct	10-Oct	11-Oct	12-Oct
NEW PLYMOUTH CITY	0	0	550	400	525	1500	50	1275	850	875	1075	1350	2500	1600	1900	4564
41227	0	0	550	950	1475	2975	3025	4300	5150	6025	7100	8450	10950	12550	14450	19014
			1.3%	2.3%	3.6%	7.2%	7.3%	10.4%	12.5%	14.6%	17.2%	20.5%	26.6%	30.4%	35.0%	46.1%
NORTH	0	0	50	150	225	300	25	275	200	175	150	300	325	300	225	796
7950	0	0	50	200	425	725	750	1025	1225	1400	1550	1850	2175	2475	2700	3496
			0.6%	2.5%	5.3%	9.1%	9.4%	12.9%	15.4%	17.6%	19.5%	23.3%	27.4%	31.1%	34.0%	44.0%
SOUTH WEST	0	0	75	150	175	375	0	200	200	175	150	225	400	225	275	883
8294	0	0	75	225	400	775	775	975	1175	1350	1500	1725	2125	2350	2625	3508
			0.9%	2.7%	4.8%	9.3%	9.3%	11.8%	14.2%	16.3%	18.1%	20.8%	25.6%	28.3%	31.6%	42.3%
TOTAL	0	0	675	700	925	2175	75	1750	1250	1225	1375	1875	3225	2125	2400	6243
57471	0	0	675	1375	2300	4475	4550	6300	7550	8775	10150	12025	15250	17375	19775	26018
			1.17%	2.27%	4.00%	7.92%	7.92%	10.96%	13.14%	15.27%	17.66%	20.92%	26.54%	30.23%	34.41%	45.27%
DAILY %	1.17%	1.22%	1.61%	1.61%	3.76%	8.43%	0.13%	3.05%	2.18%	2.13%	2.39%	3.26%	5.61%	3.70%	4.18%	10.86%
2016 Returns	0.04%	0.04%	0.59%	6.69%	6.89%	8.43%	10.57%	14.89%	17.61%	19.89%	22.12%	24.70%	30.50%	34.91%	40.40%	47.8%
																*Final - Incl. Specials

NEW PLYMOUTH DISTRICT COUNCIL 2019 ELECTION
Daily Voting Document Returns



APPENDIX 2

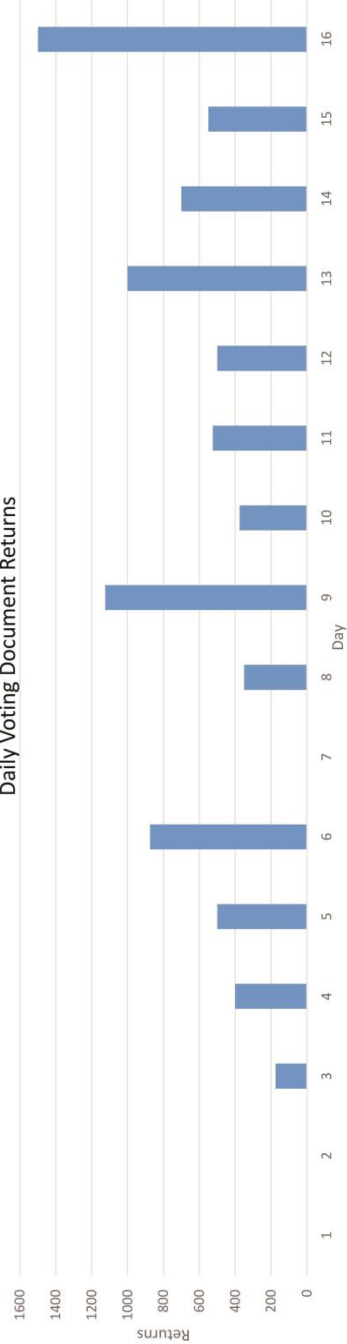
VOTING DOCUMENT RETURNS - 2019 ELECTIONS



WARD/ELECTORS	ELECTION DAY															
	23-Sep	24-Sep	25-Sep	26-Sep	27-Sep	30-Sep	1-Oct	2-Oct	3-Oct	4-Oct	7-Oct	8-Oct	9-Oct	10-Oct	11-Oct	12-Oct
ELTHAM-KAPONGA 2764	0	0	50	50	175	300	375	75	125	50	75	50	100	100	50	231
	0	0	1.8%	3.6%	6.3%	10.9%	13.6%	18.1%	19.9%	22.6%	24.4%	28.0%	31.7%	31.7%	33.5%	41.8%
TARANAKI COASTAL 3949	0	0	50	125	125	175	0	125	175	75	75	75	175	175	75	298
	0	0	1.3%	4.4%	7.6%	12.0%	15.2%	19.6%	21.5%	23.4%	25.3%	29.8%	34.2%	34.2%	36.1%	43.6%
TE HÄWERA 8493	0	0	25	175	200	425	0	75	750	200	300	325	650	325	350	802
	0	0	0.3%	2.4%	4.7%	9.7%	10.6%	19.4%	21.8%	25.3%	29.1%	36.8%	40.6%	40.6%	44.7%	54.2%
PĀTEA 2543	0	0	50	50	100	150	0	75	75	50	75	50	75	100	75	168
	0	0	2.0%	3.9%	7.9%	13.8%	16.7%	19.7%	21.6%	24.6%	26.5%	29.5%	33.4%	33.4%	36.4%	43.0%
TOTAL 17749	0	0	175	400	500	875	0	350	1125	375	525	500	1000	700	550	1499
	0%	0%	0.99%	3.24%	6.06%	10.99%	12.96%	19.30%	21.41%	24.37%	27.18%	32.82%	36.76%	39.86%	48.31%	84.52%
DAILY % 2016 Returns	0.0%	0.0%	0.98%	2.25%	2.82%	4.93%	1.97%	18.67%	6.34%	2.11%	2.86%	2.82%	5.63%	3.94%	3.10%	8.45%
			3.88%	7.61%	10.48%	12.78%	14.94%	18.67%	21.25%	22.68%	24.13%	25.71%	29.30%	31.02%	34.32%	38.38%
																*Final - Incl. Specials

SOUTH TARANAKI DISTRICT COUNCIL 2019 ELECTION

Daily Voting Document Returns



APPENDIX 3

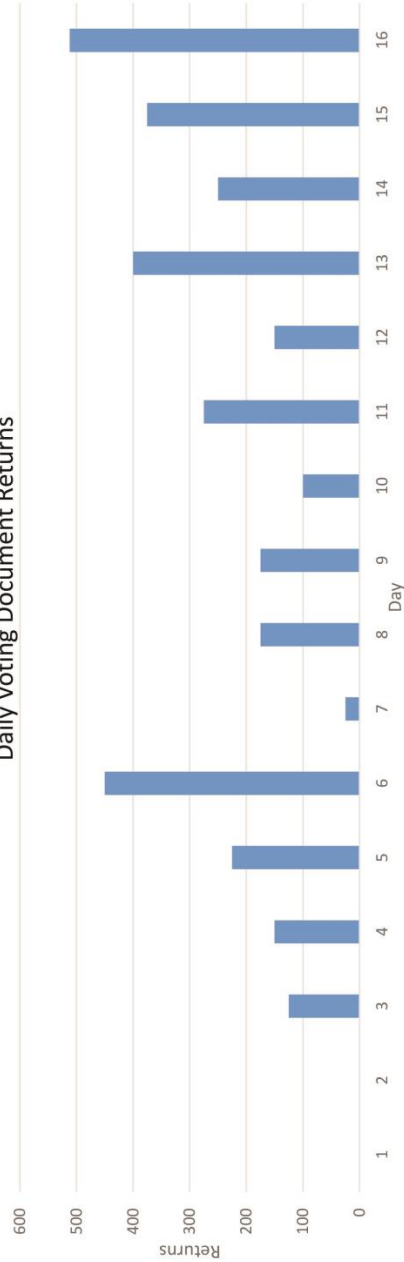
VOTING DOCUMENT RETURNS - 2019 ELECTIONS



WARD/ELECTORS	ELECTION DAY															
	23-Sep	24-Sep	25-Sep	26-Sep	27-Sep	30-Sep	1-Oct	2-Oct	3-Oct	4-Oct	7-Oct	8-Oct	9-Oct	10-Oct	11-Oct	12-Oct
RURAL 2482	0	0	0	100	50	150	0	75	75	25	100	75	125	125	150	245
	0.0%	0.0%	0.0%	4.0%	6.0%	12.1%	12.1%	15.1%	18.1%	19.1%	23.2%	26.2%	31.2%	36.3%	42.3%	52.2%
URBAN 4063	0	0	125	50	175	300	25	100	100	75	175	75	275	125	225	267
	0.0%	0.0%	3.1%	4.3%	8.6%	16.0%	16.6%	19.1%	21.5%	23.4%	27.7%	29.5%	36.3%	39.4%	44.9%	51.5%
TOTAL 6545	0	0	125	150	500	950	975	1150	1325	1425	1700	1850	2250	2500	2875	3387
	0.0%	0.0%	1.91%	2.29%	7.64%	14.51%	14.90%	17.57%	20.24%	21.77%	25.97%	28.27%	34.38%	38.20%	43.93%	51.75%
DAILY %	0.0%	0.0%	1.91%	2.29%	7.64%	14.51%	14.90%	17.57%	20.24%	21.77%	25.97%	28.27%	34.38%	38.20%	43.93%	51.75%
2016 Returns	0.0%	0.0%	4.0%	9.1%	12.3%	16.2%	17.8%	21.4%	23.7%	26.1%	27.3%	29.3%	32.0%	38.0%	39.9%	45.6%

*Final - Incl. Specials

STRATFORD DISTRICT COUNCIL 2019 ELECTION
Daily Voting Document Returns



APPENDIX 4

NOTICE OF DAY OF ELECTION for the Taranaki Regional Council 2019 election



Nominations received

Notice is given under section 65 of the Local Electoral Act 2001 that the following persons have been duly nominated as candidates for:

Taranaki Regional Council

New Plymouth Constituency

(five vacancies)

CLOKE, Tom
KANE, Rusty (People's Choice)
LEAN, David
LITTLEWOOD, Charlotte
RAINE, Bev
SWIFT, Mike
VAN DER LEDEN, Elvise
WAUGH, Bob
WILLIAMSON, Craig

North Taranaki Constituency *(two vacancies)*

DAVEY, Mike
MCINTYRE, Donald Hugh
WILKES, Chris

South Taranaki Constituency

(three vacancies)

JOYCE, Michael
MACLEOD, David
MURRAY, Alan
WALKER, Neil

As there are more candidates than there are vacancies to be filled, an election will be held between the listed candidates on Saturday, 12 October 2019, under the first past the post voting electoral system by postal vote.

Stratford Constituency *(one vacancy)*

MCDONALD, Matthew

As the number of candidates does not exceed the number of vacancies, Matthew MCDONALD is duly declared elected.

Issuing of voting documents

Voting documents will be posted to electors by each constituent territorial authority from Friday, 20 September 2019.

Return of voting documents

Voting documents must be returned not later than noon, Saturday, 12 October 2019 to the electoral officer of each constituent territorial authority.

Voting documents can be returned by post or hand delivered at the following council offices between Friday, 20 September 2019 and Friday, 11 October 2019 during normal office hours, and Saturday, 12 October 2019 between 9am – noon:

- New Plymouth District Council, Civic Centre, 84 Liardet Street, New Plymouth;
- South Taranaki District Council, Administration Building, 105-111 Albion Street, Hawera;
- Stratford District Council, Administration Building, 61-63 Miranda Street, Stratford.

Special voting

Special voting in terms of the Local Electoral Act 2001 and the Local Electoral Regulations 2001 may be exercised at the above council offices and times.

A person can apply to enrol as either a residential or ratepayer elector right up to and including 11 October 2019 – the day before the close of voting.




Dale Ofsoske, Electoral Officer
Taranaki Regional Council
47 Cloten Road, Stratford

Phone 0800 922 822

APPENDIX 5

DECLARATION OF RESULTS OF ELECTION for the Taranaki Regional Council 2019 election



I hereby declare the results of the elections held on 12 October 2019 for the following offices:

Taranaki Regional Council

New Plymouth Constituency *(five vacancies)*

	Votes Received
CLOKE, Tom	9429
KANE, Rusty (People's Choice)	5312
LEAN, David	9876
LITTLEWOOD, Charlotte	9796
RAINE, Bev	6256
SWIFT, Mike	4756
VAN DER LEDEN, Elvsa	6783
WAUGH, Bob	4900
WILLIAMSON, Craig	9557

Informal votes received: 185
Blank votes received: 959
I therefore declare Tom CLOKE, David LEAN, Charlotte LITTLEWOOD, Elvsa VAN DER LEDEN and Craig WILLIAMSON to be elected.

North Taranaki Constituency *(two vacancies)*



	Votes Received
DAVEY, Mike	4493
MCINTYRE, Donald Hugh	3428
WILKES, Chris	2602

Informal votes received: 277
Blank votes received: 466
I therefore declare Mike DAVEY and Donald Hugh MCINTYRE to be elected.

South Taranaki Constituency *(three vacancies)*

	Votes Received
JOYCE, Michael	4643
MACLEOD, David	4310
MURRAY, Alan	4169
WALKER, Neil	4788

Informal votes received: 4
Blank votes received: 733
I therefore declare Michael JOYCE, David MACLEOD and Neil WALKER to be elected.

Dated at Stratford, 17 October 2019
Dale Ofoske, Electoral Officer
Taranaki Regional Council
47 Cloten Road, Stratford

Phone 0800 922 822



Committee Executive, Audit and Risk Committee

Date 19 May 2020

Subject: **New Zealand Local Government Funding Agency (LGFA) Amendments**

Approved by: M J Nield, Director Corporate Services
B G Chamberlain, Chief Executive

Document: 2476246

Purpose

1. The purpose of this memorandum is to consider amendments to certain LGFA documents and to authorise the execution of those documents.

Recommendations

That the Taranaki Regional Council:

- a) receives the New Zealand Local Government Funding Agency (LGFA) Amendments report
- b) authorises entry into the documentation noted
- c) authorises any two of the elected members to execute the following deeds for the purposes of recommendations b) above:
 - Amendment and Restatement Deed (Multi-issuer Deed)
 - Amendment and Restatement Deed (Notes Subscription Agreement)
 - Amendment and Restatement Deed (Guarantee and Indemnity).
- d) authorises the Chief Executive to execute the Chief Executive Certificate and such other documents and take such other steps on behalf of Council as the Chief Executive considers it is necessary or desirable to execute or take to give effect to recommendation b) above.

Discussion

2. The Council is a member of the LGFA borrowing programme as a borrower and a guarantor.

3. LGFA has proposed amending its borrowing programme by making amendments to certain LGFA documents, including the:
 - Multi-issuer Deed
 - Guarantee and Indemnity
 - Notes Subscription Agreement.
4. Amendments to the LGFA Shareholders' Agreement have previously been approved and the LGFA will enter into a deed to record those changes.
5. The purpose of the proposed amendments is to:
 - enable approved council-controlled organisations to borrow directly through the LGFA borrowing programme (on the basis of guarantees from and/or sufficient uncalled capital issued to their parent local authorities)
 - allow local authorities to apply to LGFA to be tested at the group level rather than at the parent level (for compliance with LGFA covenants)
 - increase the amount of borrower notes required to be subscribed for when borrowing from LGFA
 - make certain other technical improvements to the borrowing programme.
6. In order to amend the LGFA documentation, each local authority member of the LGFA is required to enter into certain deeds of amendment and restatement. The Council therefore needs to make a formal resolution to execute the following legal documents:
 - Amendment and Restatement Deed (Multi-issuer Deed)
 - Amendment and Restatement Deed (Notes Subscription Agreement)
 - Amendment and Restatement Deed (Guarantee and Indemnity).
7. The Chief Executive will need to sign a section 118 Chief Executive Certificate (in relation to the documents noted in paragraph 6).
8. The LGFA's solicitors, Russell McVeagh, have prepared the documents in paragraph 6. Simpson Grierson reviewed and approved the documents on behalf, and from the perspective, of the Shareholders' Council of LGFA (which includes the Crown and nine Councils). Simpson Grierson has prepared the Chief Executive Certificate.
9. There are no identified issues with the proposed amendments to the borrowing programme. The updated documents give effect to the proposed amendments Accordingly, it is recommended authority for signing the abovementioned documents be delegated to two elected members of Council and authority for the Chief Executive to sign the Chief Executive Certificate.

Decision-making considerations

10. Part 6 (Planning, decision-making and accountability) of the *Local Government Act 2002* has been considered and documented in the preparation of this agenda item. The recommendations made in this item comply with the decision-making obligations of the *Act*.

Financial considerations—LTP/Annual Plan

11. This memorandum and the associated recommendations are consistent with the Council's adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

12. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the *Local Government Act 2002*, the *Resource Management Act 1991* and the *Local Government Official Information and Meetings Act 1987*.

Iwi considerations

13. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making processes (schedule 10 of the *Local Government Act 2002*) as outlined in the adopted long-term plan and/or annual plan. Similarly, iwi involvement in adopted work programmes has been recognised in the preparation of this memorandum.

Legal considerations

14. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.

Appendices/Attachments

Document 2476320: Amendment and Restatement Deed (Multi-issuer Deed)

Document 2476322: Amendment and Restatement Deed (Notes Subscription Agreement)

Document 2476321: Amendment and Restatement Deed (Guarantee and Indemnity)



Amendment and Restatement Deed (Multi- issuer Deed)

PARTIES

The Local Authorities listed in Schedule 1

Issuers

New Zealand Local Government Funding Agency Limited

Subscriber

DEED dated 2020

PARTIES

The Local Authorities listed in Schedule 1
("Issuers")

New Zealand Local Government Funding Agency Limited
("Subscriber")

INTRODUCTION

The parties wish to amend and restate the Multi-issuer Deed as set out in this deed.

COVENANTS

1. INTERPRETATION

1.1 Definitions: In this deed:

"Effective Date" means the date notified by the Subscriber as the Effective Date in accordance with clause 2.1.

"Multi-issuer Deed" means the multi-issuer deed dated 7 December 2011 (as amended and restated on 5 June 2015) between the Issuers and the Subscriber.

1.2 Multi-issuer Deed definitions: Words and expressions defined in the Multi-issuer Deed (as amended by this deed) have, except to the extent the context requires otherwise, the same meaning in this deed.

1.3 Miscellaneous:

- (a) Headings are inserted for convenience only and do not affect interpretation of this deed.
 - (b) References to a person include that person's successors, permitted assigns, executors and administrators (as applicable).
 - (c) Unless the context otherwise requires, the singular includes the plural and vice versa and words denoting individuals include other persons and vice versa.
-

- (d) A reference to any legislation includes any statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
- (e) A reference to any document includes reference to that document as amended, modified, novated, supplemented, varied or replaced from time to time.
- (f) Unless otherwise stated, reference to a clause or schedule is a reference to a clause of or schedule to this deed.
- (g) A reference to "including", "for example" or "such as", when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

2. CONDITIONS PRECEDENT

- 2.1 **Effective Date:** The Effective Date shall be the date the Subscriber confirms to the Issuers that it has received, and found satisfactory to it in form and substance, the documents and evidence specified in schedule 2.

3. AMENDMENT AND RESTATEMENT

- 3.1 **Amendment and restatement:** With effect on and from the Effective Date, the Multi-issuer Deed shall be amended and restated in the form set out in the appendix to this deed, in accordance with clause 12.1 of the Multi-issuer Deed.
- 3.2 **Full force and effect:** Except to the extent amended by this deed, the Multi-issuer Deed remains in full force and effect.

4. ISSUER ACKNOWLEDGEMENTS AND CONFIRMATIONS

- 4.1 **Debenture Trust Deed:** Each Issuer acknowledges and agrees that nothing in this deed shall prejudice the rights of the Subscriber under the Debenture Trust Deed and confirms and agrees that its liabilities and obligations under the Debenture Trust Deed, all Security Stock issued, and all Security Stock Certificates delivered, to the Subscriber continue in full force and effect.
- 4.2 **Conditions:** Each Issuer and the Subscriber agrees that the Conditions (as amended by this deed) apply to each existing Series of Securities issued by that Issuer. This is an agreement for the purposes of clause 11.1 of the Conditions and a written Extraordinary

Resolution of the sole Holder of all existing Securities in accordance with clause 17.1 of the Schedule to the Conditions for the purposes of clause 11.3 of the Conditions.

4.3 **Notice details:** Each Issuer confirms that its current notice details for the purposes of clause 11 of the Multi-issuer Deed and clause 12 of the Conditions are as set out in schedule 1.

4.4 **Agency Agreement and Registrar:** Each Issuer confirms that its Agency Agreement and Registrar for the purposes of the definitions of those terms in the Conditions are as set out in schedule 1.

5. GENERAL

5.1 **Counterparts:** This deed may be executed in any number of counterparts, and this shall have the same effect as if the signatures on the counterparts were on a single copy of this deed.

5.2 **Governing law:** This deed is governed by, and construed in accordance with, New Zealand law. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

EXECUTED AS A DEED

The Issuers

ASHBURTON DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

AUCKLAND COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

BAY OF PLENTY REGIONAL COUNCIL

by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

BULLER DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

CANTERBURY REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

CARTERTON DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

CENTRAL HAWKE'S BAY DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

CHRISTCHURCH CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

CLUTHA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

FAR NORTH DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

GISBORNE DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

GORE DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

GREY DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

HAMILTON CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

HASTINGS DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

HAURAKI DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

HAWKE'S BAY REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

HOROWHENUA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

HURUNUI DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

HUTT CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

INVERCARGILL CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

KAIKOURA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

KAIPARA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

KAPITI COAST DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

MACKENZIE DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

MANAWATU DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

MANAWATŪ-WHANGANUI REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

MARLBOROUGH DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

MASTERTON DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

MATAMATA-PIAKO DISTRICT COUNCIL

by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

NELSON CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

NEW PLYMOUTH DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

NORTHLAND REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

ŌPŌTIKI DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

ŌTOROHANGA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

PALMERSTON NORTH CITY COUNCIL

by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

PORIRUA CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

QUEENSTOWN-LAKES DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

RANGITIKEI DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

ROTORUA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

RUAPEHU DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

SELWYN DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

SOUTH TARANAKI DISTRICT COUNCIL

by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

SOUTH WAIRARAPA DISTRICT COUNCIL

by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

STRATFORD DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

TARANAKI REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

TARARUA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

TASMAN DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

TAUPO DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

TAURANGA CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

**THAMES-COROMANDEL DISTRICT
COUNCIL** by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

TIMARU DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

UPPER HUTT CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WAIKATO DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WAIKATO REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WAIMAKARIRI DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WAIPA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WAIROA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WAITOMO DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WELLINGTON CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WELLINGTON REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WEST COAST REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

**WESTERN BAY OF PLENTY DISTRICT
COUNCIL** by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WESTLAND DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WHAKATANE DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WHANGANUI DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WHANGAREI DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

The Subscriber

**NEW ZEALAND LOCAL GOVERNMENT
FUNDING AGENCY LIMITED** by:

Signature of director

Signature of director

Name of director

Name of director

SCHEDULE 1

Issuers

Local Authority name:	Debenture Trust Deed, Agency Agreement and Registrar details:	Details for notices:
Ashburton District Council	<p>Debenture Trust Deed between Ashburton District Council and Trustees Executors Limited dated 23 April 2010.</p> <p>Registrar and Paying Agency Agreement between Ashburton District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 13 April 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Ashburton District Council 5 Baring Square West Ashburton</p> <p>Postal Address: Ashburton District Council PO Box 94 Ashburton 7740</p> <p>Email: Rachel.Sparks@adc.govt.nz Attention: Finance Manager</p>
Auckland Council	<p>Debenture Trust Deed between Auckland Council and Trustees Executors Limited dated 2 December 2010, as amended from time to time and most recently on 25 May 2016.</p> <p>Registrar and Paying Agency Agreement between Auckland Council and Computershare Investor Services Limited dated 5 November 2010, as amended from time to time and most recently on 12 December 2017.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Delivery Address: 135 Albert Street Auckland 1010</p> <p>Postal Address: Private Bag 92300 Victoria Street West Auckland 1142</p> <p>Email: john.bishop@aucklandcouncil.govt.nz Attention: John Bishop, Group Treasurer</p>
Bay Of Plenty Regional Council	<p>Debenture Trust Deed between Bay of Plenty Regional Council and</p>	<p>Delivery Address: 5 Quay Street Whakatāne</p>

	<p>Trustees Executors Limited dated on or about 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between Bay of Plenty Regional Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Postal Address: P O Box 364 Whakatāne 3158</p> <p>Email: mat.taylor@boprc.govt.nz</p> <p>Attention: Mat Taylor</p>
Buller District Council	<p>Debenture Trust Deed between Buller District Council and Corporate Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 20 October 2015.</p> <p>Registry Customer Agreement between Buller District Council and Link Market Services Limited dated 20 October 2015.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: Buller District Council 6-8 Brougham Street Westport</p> <p>Attention: Wendy Thompson, Financial Accountant</p>
Canterbury Regional Council	<p>Debenture Trust Deed between Canterbury Regional Council and Trustees Executors Limited dated 21 September 2015.</p> <p>Registry Customer Agreement between Canterbury Regional Council and Link Market Services Limited dated 21 September 2015.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: 200 Tuam Street Christchurch 8140</p> <p>Attention: Chief Financial Officer</p> <p>Postal Address: PO Box 345 Christchurch</p>

<p>Carterton District Council</p>	<p>Debenture Trust Deed between Carterton District Council and Covenant Trustee Services Limited dated 18 February 2020.</p> <p>Registry Customer Agreement between Carterton District Council and Link Market Services Limited dated 18 February 2020.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address:</p> <p>Carterton District Council 28 Holloway Street CARTERTON 5713</p> <p>Attention: Jane Davis</p> <p>Email: jane.davis@cdc.govt.nz</p> <p>Postal Address:</p> <p>Carterton District Council PO Box 9 CARTERTON 5713</p>
<p>Central Hawke's Bay District Council</p>	<p>Debenture Trust Deed between Central Hawke's Bay District Council and Covenant Trustee Services Limited dated 12 July 2016.</p> <p>Registrar and Paying Agency Agreement between Central Hawke's Bay District Council and Computershare Investor Services Limited dated 2 April 2004, as amended from time to time and most recently on 12 July 2016.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address:</p> <p>Central Hawke's Bay District Council 28-32 Ruataniwha Street Waipawa 4240</p> <p>Attention:</p> <p>Chief Executive Officer</p> <p>Facsimile:</p> <p>(06) 857 7179</p> <p>Email:</p> <p>info@chbdc.govt.nz</p>
<p>Christchurch City Council</p>	<p>Debenture Trust Deed between Christchurch City Council and Trustees Executors Limited dated 26 March 2007, as amended from time to time and most recently on 30 November 2011.</p>	<p>Delivery Address:</p> <p>Civic Offices 53 Hereford Street Christchurch</p> <p>Postal Address:</p> <p>P O Box 73016</p>

	<p>Registrar and Paying Agency Agreement between Christchurch City Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Christchurch 8154</p> <p>Email: Treasury@ccc.govt.nz</p> <p>Attention: Andrew Jefferies</p>
Clutha District Council	<p>Debenture Trust Deed between Clutha District Council and Trustees Executors Limited dated 21 December 2018.</p> <p>Registry Customer Agreement between Clutha District Council and Link Market Services Limited dated 21 December 2018.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address:</p> <p>Clutha District Council 1 Rosebank Terrace Balclutha 9230</p> <p>Attention: John Scott</p> <p>Email: john-scott@cluthadc.govt.nz</p> <p>Postal Address: PO Box 25 Rosebank Terrace Balclutha 9240</p>
Far North District Council	<p>Debenture Trust Deed between Far North District Council and Trustees Executors Limited dated 31 May 2011, as amended from time to time and most recently on 13 February 2013.</p> <p>Registrar and Paying Agency Agreement between Far North District Council and Computershare Investor Services Limited dated 14 April 2004, as amended from time</p>	<p>Delivery Address: Memorial Avenue, Kaikohe</p> <p>Postal Address: Private Bag 752, Kaikohe 0440</p> <p>Email: William.taylor@fndc.govt.nz Janice.smith@fndc.govt.nz</p> <p>Attention: General Manager, Corporate Services</p>

	<p>to time and most recently on 14 February 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	
Gisborne District Council	<p>Debenture Trust Deed between Gisborne District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 6 August 2003, as amended from time to time and most recently on 28 November 2012.</p> <p>Registrar and Paying Agency Agreement between Gisborne District Council and Link Market Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2012.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: 15 Fitzherbert Street Gisborne</p> <p>Postal Address: PO Box 747 Gisborne 4010</p> <p>Email: treasury@gdc.govt.nz</p> <p>Attention: Pauline Foreman</p>
Gore District Council	<p>Debenture Trust Deed between Gore District Council and Trustees Executors Limited dated 9 March 2016.</p> <p>Registry Customer Agreement between Gore District Council and Link Market Services Limited dated 9 March 2016.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: Gore District Council 29 Bowler Avenue Gore 9740</p> <p>Attention: Chief Financial Officer</p> <p>Facsimile: (03) 209 0330</p> <p>Email: info@goredc.govt.nz</p>

		<p>Postal Address: PO Box 8 Gore 9740</p>
Grey District Council	<p>Debenture Trust Deed between Grey District Council and Trustees Executors Limited dated 28 March 2013.</p> <p>Registrar and Paying Agency Agreement between Grey District Council and Computershare Investor Services Limited dated 28 March 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 105 Tainui Street Greymouth 7805</p> <p>Postal Address: PO Box 382 Greymouth 7840</p> <p>Email: finance@greydc.govt.nz Attention: Corporate Services Manager</p>
Hamilton City Council	<p>Debenture Trust Deed between Hamilton City Council and Trustees Executors Limited dated 19 June 2001, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between Hamilton City Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 260 Anglesea Street Council Building Garden Place Hamilton 3240</p> <p>Postal Address: Private Bag 3010 Hamilton 3240</p> <p>Email: david.bryant@hcc.govt.nz Attention: David Bryant</p>
Hastings District Council	<p>Debenture Trust Deed between Hastings District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 16 March 2007, as amended from</p>	<p>Delivery Address: 207 Lyndon Road East Hastings 4122</p> <p>Postal Address: Private Bag 9002</p>

	<p>time to time and most recently on 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between Hastings District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Hastings 4156</p> <p>Email: brucea@hdc.govt.nz</p> <p>Attention: Bruce Allan</p>
Hauraki District Council	<p>Debenture Trust Deed between Hauraki District Council and Trustees Executors Limited dated 29 November 2012.</p> <p>Registrar and Paying Agency Agreement between Hauraki District Council and Computershare Investor Services Limited dated 29 November 2012.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address:</p> <p>William Street Paeroa 3600</p> <p>Postal Address:</p> <p>PO Box 17 Paeroa 3640</p> <p>Email: info@hauraki-dc.govt.nz</p> <p>Attention: Corporate Services Group Manager</p>

<p>Hawke's Bay Regional Council</p>	<p>Debenture Trust Deed between Hawke's Bay Regional Council and Covenant Trustee Services Limited dated 20 March 2019.</p> <p>Registrar and Paying Agent Services Agreement between Hawke's Bay Regional Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 20 March 2019.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Hawke's Bay Regional Council 159 Dalton Street Napier 4110</p> <p>Attention: Bronda Smith</p> <p>Email: bronda.smith@hbrc.govt.nz</p> <p>Postal Address: Hawke's Bay Regional Council Private Bag 6006 Napier 4142</p>
<p>Horowhenua District Council</p>	<p>Debenture Trust Deed between Horowhenua District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 27 April 2010, as amended from time to time and most recently on 28 November 2012.</p> <p>Registrar and Paying Agency Agreement between Horowhenua District Council and Computershare Investor Services Limited dated 23 March 2004, as amended from time to time and most recently on 28 November 2012.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 126 - 148 Oxford Street Levin 5510</p> <p>Postal Address: Private Bag 4002 Levin 5540</p> <p>Email: dougl@horowhenua.govt.nz</p> <p>Attention: Doug Law</p>
<p>Hurunui District Council</p>	<p>Debenture Trust Deed between Hurunui District Council and Perpetual Trust Limited (and now between the Council and Covenant</p>	<p>Delivery Address: 66 Carters Road (SH1) Amberley 7410</p>

	<p>Trustee Services Limited) dated 27 May 2010, as amended from time to time and most recently on 31 October 2013.</p> <p>Registrar and Paying Agency Agreement between Hurunui District Council and Computershare Investor Services Limited dated 27 May 2010, as amended from time to time and most recently on 31 October 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Postal Address: PO Box 13 Amberley 7441 North Canterbury</p> <p>Email: jason.beck@hurunui.govt.nz</p> <p>Attention: Jason Beck</p>
Hutt City Council	<p>Debenture Trust Deed between Hutt City Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 6 August 1998, as amended from time to time and most recently on 30 November 2012.</p> <p>Registrar and Paying Agency Agreement between Hutt City Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 18 February 2014.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 30 Laings Road Lower Hutt</p> <p>Postal Address: Private bag 31912 Lower Hutt 5040</p> <p>Email: glenn.phillips@huttcity.govt.nz</p> <p>Attention: Glenn Usoali'i-Phillips</p>
Invercargill City Council	<p>Debenture Trust Deed between Invercargill City Council and Trustees Executors Limited dated 22 October 2015, as amended from</p>	<p>Delivery Address: Invercargill City Council</p> <p>Attention: Dave Foster</p> <p>Email: dave.foster@icc.govt.nz</p>

	<p>time to time and most recently on 2 April 2019.</p> <p>Registrar and Paying Agent Services Agreement between Invercargill City Council and Computershare Investor Services Limited dated 22 October 2015, as amended from time to time and most recently on 2 April 2019.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Postal Address: Invercargill City Council Private Bag 90104 Invercargill 9840</p>
Kaikoura District Council	<p>Debenture Trust Deed between Kaikoura District Council and Covenant Trustee Services Limited dated 20 December 2019.</p> <p>Registry Customer Agreement between Kaikoura District Council and Link Market Services Limited dated 20 December 2019.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: Kaikoura District Council 96 West End Kaikoura 7340</p> <p>Attention: Sheryl Poulsen</p> <p>Email: Sheryl.poulsen@kaikoura.govt.nz</p> <p>Postal Address: Kaikoura District Council PO Box 6 Kaikoura 7340</p>
Kaipara District Council	<p>Debenture Trust Deed between Kaipara District Council and Corporate Trust Limited (trading as Foundation Corporate Trust) (and now between the Council and Covenant Trustee Services Limited) dated 13 September 2013.</p> <p>Registrar and Paying Agency Agreement between Kaipara District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time</p>	<p>Delivery Address: 42 Hokianga Road Dargaville</p> <p>Attention: General Manager Sustainable Growth and Investment</p> <p>Email: sdavidson@kaipara.govt.nz</p> <p>Postal Address: Private Bag 1001</p>

	<p>to time and most recently on 22 March 2016.</p> <p>Registrar: Computershare Investor Services Limited</p>	Dargaville 0340
Kapiti Coast District Council	<p>Debenture Trust Deed between Kāpiti Coast District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 19 September 2012.</p> <p>Registrar and Paying Agency Agreement between Kāpiti Coast District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 28 June 2012.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Council Offices 175 Rimu Road Paraparaumu 5032</p> <p>Postal Address: Private Bag 60-601 Paraparaumu 5254</p> <p>Email: wayne.maxwell@kapiticoast.govt.nz Attention: Wayne Maxwell</p> <p>Email: mark.dehaast@kapiticoast.govt.nz Attention: Mark de Haast</p> <p>Email: david.wilson@kapiticoast.govt.nz Attention: David Wilson</p>
Mackenzie District Council	<p>Debenture Trust Deed between Mackenzie District Council and Trustees Executors Limited dated 21 December 2018.</p> <p>Registry Customer Agreement between Mackenzie District Council and Link Market Services Limited dated 21 December 2018.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: Mackenzie District Council 53 Main Street FAIRLIE 7925</p> <p>Attention: Adrian Hodgett</p> <p>Email: adrian@mackenzie.govt.nz</p>

		<p>Postal Address: PO Box 52 Main Street FAIRLIE 7949</p>
<p>Manawatu District Council</p>	<p>Debenture Trust Deed between Manawatu District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 26 September 2012.</p> <p>Registrar and Paying Agency Agreement between Manawatu District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 28 September 2012.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 135 Manchester Street Fielding</p> <p>Postal Address: Private Bag 10001 Fielding 4743</p> <p>Email: amanda.calman@mdc.govt.nz</p> <p>Attention: Amanda Calman</p>
<p>Manawatū-Whanganui Regional Council (which trades as Horizons Regional Council)</p>	<p>Debenture Trust Deed between Horizons Regional Council and Trustees Executors Limited dated 28 July 2008, as amended from time to time and most recently on 9 September 2013.</p> <p>Registrar and Paying Agency Agreement between Horizons Regional Council and Computershare Investor Services Limited dated 28 July 2008, as amended from time to time and most recently on 4 September 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 11-15 Victoria Avenue Palmerston North</p> <p>Postal Address: Private Bag 11025 Manawatu Mail Centre Palmerston North</p> <p>Email: treasury@horizons.govt.nz</p> <p>Attention: Adrian Smith</p>

<p>Marlborough District Council</p>	<p>Debenture Trust Deed between Marlborough District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 10 December 2010, as amended from time to time and most recently on 30 November 2012.</p> <p>Registrar and Paying Agency Agreement between Marlborough District Council and Computershare Investor Services Limited dated 5 October 2010, as amended from time to time and most recently on 30 November 2012.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 15 Seymour Street Seymour Square Blenheim 7201</p> <p>Postal Address: PO Box 443 Blenheim 7240</p> <p>Email: Martin.Fletcher@marlborough.govt.nz Borrowings@marlborough.govt.nz Attention: Martin Fletcher/Adrian Ferris</p>
<p>Masterton District Council</p>	<p>Debenture Trust Deed between Masterton District Council and Trustees Executors Limited dated 26 June 2007, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between Masterton District Council and Computershare Investor Services Limited dated 18 June 2007, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 27 Lincoln Road Masterton 5810</p> <p>Postal Address: PO Box 444 Masterton 5840</p> <p>Email: davidp@mstn.govt.nz</p> <p>Attention: Manager Finance</p>
<p>Matamata-Piako District Council</p>	<p>Debenture Trust Deed between Matamata-Piako District Council and Trustees Executors Limited dated 9 May 2011, as amended from time to</p>	<p>Delivery Address: 35 Kenrick Street Te Aroha</p>

	<p>time and most recently on 13 February 2013.</p> <p>Registrar and Paying Agency Agreement between Matamata-Piako District Council</p> <p>Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 13 February 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Postal Address:</p> <p>PO Box 266</p> <p>Te Aroha</p> <p>Email: danglesey@mpdc.govt.nz lrushbrooke@mpdc.govt.nz</p> <p>Attention: Finance and Business Service Manager / Deputy Finance Manager</p>
Nelson City Council	<p>Debenture Trust Deed between Nelson City Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 10 December 2010, as amended from time to time and most recently on 2 April 2013.</p> <p>Registry Customer Agreement between Nelson City Council and Link Market Services Limited dated 10 December 2010, as amended from time to time and most recently on 2 April 2013.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address:</p> <p>Civic House</p> <p>110 Trafalgar Street</p> <p>Nelson 7010</p> <p>Postal Address:</p> <p>PO Box 645</p> <p>Nelson 7040</p> <p>Email: Nikki.harrison@ncc.govt.nz</p> <p>Attention: Group Manager Corporate Services</p>
New Plymouth District Council	<p>Debenture Trust Deed between New Plymouth District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 21 May 2009, as amended from time to time and most recently on 30 November 2011.</p>	<p>Delivery Address:</p> <p>Liardet St</p> <p>New Plymouth</p> <p>Postal Address:</p> <p>Private Bag 2025</p> <p>New Plymouth 4342</p>

	<p>Registrar and Paying Agency Agreement between New Plymouth District Council and Computershare Investor Services Limited dated 16 March 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Email: alison.trustrumrainey@npdc.govt.nz / carla.freeman@npdc.govt.nz</p> <p>Attention: Alison TrustrumRainey / Carla Freeman</p>
Northland Regional Council	<p>Debenture Trust Deed between Northland Regional Council and Trustees Executors Limited dated 6 July 2015.</p> <p>Registry Customer Agreement between Northland Regional Council and Link Market Services Limited dated 6 July 2015.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: Northland Regional Council 36 Water St Whangarei 0110</p> <p>Attention: Chief Executive Officer</p> <p>Facsimile: (09) 470 1202</p> <p>Email: malcolmn@nrc.govt.nz, with a copy to mailroom@nrc.govt.nz</p> <p>Postal Address: 36 Water St Whangarei 0110</p>
Ōpōtiki District Council	<p>Debenture Trust Deed between Ōpōtiki District Council and Trustees Executors Limited dated 11 November 2014.</p> <p>Registrar and Paying Agency Agreement between Ōpōtiki District Council and Computershare Investor Services Limited dated 1</p>	<p>Delivery Address: Ōpōtiki District Council 108 St John Street Ōpōtiki 3122</p> <p>Postal Address: PO Box 44</p>

	<p>April 2004, as amended from time to time and most recently on 11 November 2014.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Ōpōtiki 3162</p> <p>Email: GregoryR@odc.govt.nz</p> <p>Attention: Gregory Robertson</p>
<p>Ōtorohanga District Council</p>	<p>Debenture Trust Deed between Ōtorohanga District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between Ōtorohanga District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address:</p> <p>17 Maniapoto Street Ōtorohanga 3940</p> <p>Postal Address PO Box 11 Ōtorohanga 3940</p> <p>Email: grahamb@otodc.govt.nz</p> <p>Attention: Graham Bunn</p>
<p>Palmerston North City Council</p>	<p>Debenture Trust Deed between Palmerston North City Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 18 February 1999, as amended from time to time and most recently on 4 April 2012.</p> <p>Registrar and Paying Agency Agreement between Palmerston North City Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 10 April 2012.</p>	<p>Delivery Address:</p> <p>32 The Square Palmerston North 4410</p> <p>Postal Address: Private Bag 11034 Palmerston North</p> <p>Email: steve.paterson@pncc.govt.nz</p> <p>Attention: Strategy Manager Finance</p>

	Registrar: Computershare Investor Services Limited	
Porirua City Council	<p>Debenture Trust Deed between Porirua City Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 16 September 1997, as amended from time to time and most recently on 1 August 2014).</p> <p>Registrar and Paying Agency Agreement between Porirua City Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 July 2014.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 16 Cobham Court Porirua 5022</p> <p>Postal Address: PO Box 50218 Porirua 5240</p> <p>Email: stephen.woolley@poriruacity.govt.nz</p> <p>Attention: Stephen Woolley</p>
Queenstown-Lakes District Council	<p>Debenture Trust Deed between Queenstown Lakes District Council and Perpetual Trust Limited (trading as Foundation Corporate Trust) (and now between the Council and Covenant Trustee Services Limited) dated 28 September 2009, as amended from time to time and most recently on 14 February 2013.</p> <p>Registrar and Paying Agency Agreement between Queenstown Lakes District Council and Computershare Investor Services Limited dated 3 December 2003, as amended from time to time and most recently on 13 February 2013.</p>	<p>Delivery Address: 10 Gorge Road Queenstown 9300</p> <p>Postal Address: Private Bag 50072 Queenstown 9348</p> <p>Email: services@qldc.govt.nz</p> <p>Attention: Chief Financial Officer</p>

	Registrar: Computershare Investor Services Limited	
Rangitikei District Council	<p>Debenture Trust Deed between Rangitikei District Council and Trustees Executors Limited dated 18 December 2017.</p> <p>Registry Customer Agreement between Rangitikei District Council and Link Market Services Limited dated 18 December 2017.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: Rangitikei District Council 46 High Street Marton 4741</p> <p>Attention: Joanne Devine</p> <p>Email: jo.devine@rangitikei.govt.nz</p> <p>Postal Address: Private Bag 1102 Marton 4741</p>
Rotorua District Council	<p>Debenture Trust Deed between Rotorua District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 22 December 1998, as amended from time to time and most recently on 14 February 2013.</p> <p>Registrar and Paying Agency Agreement between Rotorua District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 18 February 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Civic Centre 1061 Haupapa Street Rotorua</p> <p>Postal Address: Private Bag 3029 Rotorua Mail Centre Rotorua</p> <p>Email: Thomas.colle@rdc.govt.nz Attention: Thomas Colle</p>
Ruapehu District Council	Debenture Trust Deed between Ruapehu District Council and	Delivery Address: Ruapehu District Council

	<p>Trustees Executors Limited dated 3 July 2018.</p> <p>Registrar and Paying Agency Agreement between Ruapehu District Council and Computershare Investor Services Limited dated 3 July 2018.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>59 - 63 Huia Street Taumarunui 3920</p> <p>Attention: Alan Young</p> <p>Email: Alan.young@ruapehudc.govt.nz</p> <p>Postal Address: Private Bag 1001 Taumarunui 3946</p>
Selwyn District Council	<p>Debenture Trust Deed between Selwyn District Council and Trustees Executors Limited dated 17 July 2009, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between Selwyn District Council and Computershare Investor Services Limited dated 17 July 2009, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Delivery Address: 2 Norman Kirk Drive Rolleston</p> <p>Postal Address: P O Box 90 Rolleston 7643</p> <p>Email: Treasury.management@selwyn.govt.nz</p> <p>Attention: Greg Bell</p>
South Taranaki District Council	<p>Debenture Trust Deed between South Taranaki District Council and Trustees Executors Limited dated 21 December 2007, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between South Taranaki District Council and</p>	<p>Delivery Address: 105-111 Albion Street Hawera 4610</p> <p>Postal Address: Private Bag 902 Hawera 4640</p> <p>Email: Vipul.mehta@stdc.govt.nz</p>

	<p>Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Attention: Vipul Mehta</p>
<p>South Wairarapa District Council</p>	<p>Debenture Trust Deed between South Wairarapa District Council and Trustees Executors Limited dated 10 March 2016.</p> <p>Registrar and Paying Agency Agreement between South Wairarapa District Council and Computershare Investor Services Limited dated 10 March 2016.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Delivery Address: South Wairarapa District Council 19 Kitchener Street Martinborough 5711</p> <p>Attention: Harry Wilson/Katrina Neems</p> <p>Email: harry.wilson@swdc.govt.nz / katrina.neems@swdc.govt.nz</p> <p>Postal Address: PO Box 6 Martinborough 5741</p>
<p>Stratford District Council</p>	<p>Debenture Trust Deed between Stratford District Council and Trustees Executors Limited dated 22 May 2018.</p> <p>Registrar and Paying Agency Agreement between Stratford District Council and Computershare Investor Services Limited dated 22 May 2018.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Delivery Address: Stratford District Council 61-63 Miranda Street Stratford 4332</p> <p>Attention: Tiffany Radich</p> <p>Email: TRadich@stratford.govt.nz</p> <p>Postal Address: PO Box 320 Stratford 4352</p>

<p>Taranaki Regional Council</p>	<p>Debenture Trust Deed between Taranaki Regional Council and Trustees Executors Limited dated 9 October 2019.</p> <p>Registrar and Paying Agent Services Agreement between Taranaki Regional Council and Computershare Investor Services Limited dated 9 October 2019.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Delivery Address: Taranaki Regional Council 47 Cloten Road Stratford 4332</p> <p>Attention: Mike Nield</p> <p>Fax: +64 6 765 5097</p> <p>Postal Address: Taranaki Regional Council Private Bag 713 Stratford 4352</p>
<p>Tararua District Council</p>	<p>Debenture Trust Deed between Tararua District Council and Trustees Executors Limited dated 31 May 2013.</p> <p>Registry Customer Agreement between Tararua District Council and Link Market Services Limited dated 31 May 2013.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: 26 Gordon Street Dannevirke</p> <p>Postal Address: 26 Gordon Street PO Box 115 Dannevirke 4942</p> <p>Email: cameron.mckay@tararuadc.govt.nz raj.supiah@tararuadc.govt.nz</p> <p>Attention: Finance Manager</p>
<p>Tasman District Council</p>	<p>Debenture Trust Deed between Tasman District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 7 July 2010, as amended from time to time and most recently on 30 November 2011.</p>	<p>Delivery Address: 189 Queen Street, Richmond, Nelson 7050</p> <p>Postal Address Private Bag 4 Richmond, Nelson 7050</p> <p>Email: treasury@tasman.govt.nz</p>

	<p>Registry Customer Agreement between Tasman District Council and Link Market Services Limited dated 7 July 2010, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Link Market Services Limited.</p>	<p>Attention: Corporate Services Manager</p>
Taupo District Council	<p>Debenture Trust Deed between Taupo District Council and Trustees Executors Limited dated 19 October 2009, as amended from time to time and most recently on 30 November 2011.</p> <p>Registry Customer Agreement between Taupo District Council and Link Market Services Limited dated 13 July 2009, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Link Market Services Limited.</p>	<p>Delivery Address: 72 Lake Terrace Taupo 3330</p> <p>Postal Address: Private Bag 2005 Taupo 3352</p> <p>Email: nward@taupo.govt.nz</p> <p>Attention: Neil Ward</p>
Tauranga City Council	<p>Debenture Trust Deed between Tauranga District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 11 August 1998, as amended from time to time and most recently on 7 September 2012.</p> <p>Registry and Payment Services Agreement between Tauranga District Council and Link Market Services Limited dated 1 April 2004, as amended from time to</p>	<p>Delivery Address: 91 Willow Street Tauranga 3143</p> <p>Postal Address: Private Bag 12022 Tauranga 3143</p> <p>Email: treasury.settlements@tauranga.govt.nz</p> <p>Attention: Mohan De Mel</p>

	<p>time and most recently on 30 November 2011.</p> <p>Registrar: Link Market Services Limited.</p>	
<p>Thames-Coromandel District Council</p>	<p>Debenture Trust Deed between Thames-Coromandel District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 12 March 2007, as amended from time to time and most recently on 28 November 2012.</p> <p>Registry and Paying Agency Agreement between Thames-Coromandel District Council and Computershare Investor Services Limited dated 21 November 2006, as amended from time to time and most recently on 28 November 2012.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 515 Mackay Street Thames</p> <p>Postal Address: Private Bag Thames 3540</p> <p>Email: donna.holland@tcdc.govt.nz</p> <p>Attention: Donna Holland</p>
<p>Timaru District Council</p>	<p>Debenture Trust Deed between Timaru District Council and PGG Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 15 May 1998, as amended from time to time and most recently on 14 February 2013.</p> <p>Registrar and Paying Agency Agreement between Timaru District Council and Computershare Investor Services Limited dated 10 March 2010, as amended from time</p>	<p>Delivery Address: 2 King George Place Timaru</p> <p>Postal Address: PO Box 522 Timaru 7940</p> <p>Email: enquiry@timdc.govt.nz</p> <p>Attention: Chief Financial Officer</p>

	<p>to time and most recently on 18 February 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	
Upper Hutt City Council	<p>Debenture Trust Deed between Upper Hutt City Council and Trustees Executors Limited (formerly the Trustees Executors and Agency Company of New Zealand Limited (trading as Tower Trust)) dated 28 November 2000, as amended from time to time and most recently on 17 February 2014.</p> <p>Registrar and Paying Agency Agreement between Upper Hutt City Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 18 February 2014.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Civic Administration Building 838 - 842 Fergusson Drive Upper Hutt</p> <p>Postal Address: Private Bag 907 Upper Hutt 5140</p> <p>Email: Julia.Fink@uhcc.govt.nz</p> <p>Attention: Julia Fink</p>
Waikato District Council	<p>Debenture Trust Deed between Waikato District Council and Trustees Executors Limited dated 12 February 2013.</p> <p>Registrar and Paying Agency Agreement between Waikato District Council and Computershare Investor Services Limited dated 18 February 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Head Office 15 Galileo Street Ngaruawahia</p> <p>Postal Address: Private Bag 544 Ngaruawahia 3742</p> <p>Email: tony.whittaker@waidc.govt.nz</p> <p>Attention: Tony Whittaker</p>

<p>Waikato Regional Council</p>	<p>Debenture Trust Deed between Waikato Regional Council and Trustees Executors Limited dated 2 July 2018.</p> <p>Registrar and Paying Agent Services Agreement between Waikato Regional Council and Computershare Investor Services Limited dated 2 July 2018.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Waikato Regional Council 401 Grey Street HAMILTON 3240</p> <p>Attention: Janine Becker</p> <p>Email: janine.becker@waikatoregion.govt.nz</p> <p>Postal Address: Private Bag 3038 Waikato Mail Centre HAMILTON 3240</p>
<p>Waimakariri District Council</p>	<p>Debenture Trust Deed between Waimakariri District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 23 February 2010, as amended from time to time and most recently on 8 June 2012.</p> <p>Registry and Payment Services Agreement between Waimakariri District Council and Link Market Services Limited dated 1 April 2004, as amended from time to time and most recently on 8 June 2012.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: 215 High Street Rangiora</p> <p>Postal Address: Private Bag 1005 Rangiora 7440</p> <p>Email: jeff.millward@wmk.govt.nz Attention: Jeff Millward</p>
<p>Waipa District Council</p>	<p>Debenture Trust Deed between Waipa District Council and Trustees Executors Limited dated 16 May 2007, as amended from time to</p>	<p>Delivery Address: 101 Bank Street Te Awamutu</p> <p>Postal Address:</p>

	<p>time and most recently on 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between Waipa District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Private Bag 2402 Te Awamutu 3800</p> <p>Email: Farrah.Templeton@waipadc.govt.nz z Sarah.Davies@waipadc.govt.nz Ken.Morris@waipadc.govt.nz</p> <p>Attention: Ken Morris</p>
Wairoa District Council	<p>Debenture Trust Deed between Wairoa District Council and Trustees Executors Limited dated 10 September 2013.</p> <p>Registrar and Paying Agency Agreement between Wairoa District Council and Computershare Investor Services Limited dated 10 September 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Wairoa District Council Coronation Square 97 Queen Street Wairoa 4108</p> <p>Attention: Gary Borg</p> <p>Email: gary@wairoadc.govt.nz</p> <p>Postal Address: PO Box 54, Wairoa 4160</p>
Waitomo District Council	<p>Debenture Trust Deed between Waitomo District Council and Trustees Executors Limited dated 6 August 2010, as amended from time to time and most recently on 10 April 2017.</p> <p>Registry Customer Agreement between Waitomo District Council and Link Market Services Limited dated 6 August 2010, as amended from time to time and most recently on 10 April 2017.</p>	<p>Delivery Address: Waitomo District Council Queen Street Te Kuiti 3910</p> <p>Email: info@waitomo.govt.nz</p> <p>Postal Address: Waitomo District Council PO Box 404 Te Kuiti 3941</p>

	Registrar: Link Market Services Limited	Attention: Chief Executive
Wellington City Council	<p>Debenture Trust Deed between Wellington City Council and Trustees Executors Limited dated 11 May 2005, as amended from time to time and most recently on 5 December 2011.</p> <p>Registrar and Paying Agency Agreement between Wellington City Council and Computershare Investor Services Limited dated 11 May 2005, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Wellington City Council 113 The Terrace Wellington</p> <p>Postal Address: PO Box 2199 Wellington 6140</p> <p>Email: martin.read@wcc.govt.nz</p> <p>Attention: Martin Read</p>
Wellington Regional Council	<p>Debenture Trust Deed between Wellington Regional Council and Trustees Executors Limited dated 23 November 2011.</p> <p>Registrar and Paying Agency Agreement between Wellington Regional Council and Computershare Investor Services Limited dated 7 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Delivery Address: Shed 39, 2 Fryatt Quay, Pipitea Wellington 6011</p> <p>Postal Address: P O Box 11646 Manners Street Wellington 6142</p> <p>Email: mike.timmer@gw.govt.nz matthias.zuschlag@gw.govt.nz</p> <p>Attention: Mike Timmer</p>
West Coast Regional Council	<p>Debenture Trust Deed between West Coast Regional Council and</p>	<p>Delivery Address: West Coast Regional Council 388 Main South Road Paroa</p>

	<p>Covenant Trustee Services Limited dated 26 February 2019.</p> <p>Registrar and Paying Agent Services Agreement between West Coast Regional Council and Computershare Investor Services Limited dated 26 February 2019.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>GREYMOUTH 7805</p> <p>Attention: Robert Mallinson</p> <p>Email: rm@wcrcl.govt.nz</p> <p>Postal Address: West Coast Regional Council PO Box 66 GREYMOUTH 7840</p>
Western Bay Of Plenty District Council	<p>Debenture Trust Deed between Western Bay of Plenty District Council and Trustees Executors Limited dated 8 October 1999, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between Western Bay of Plenty District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Delivery Address: Barkes Corner Greerton Tauranga</p> <p>Postal Address: Private Bag 12803 Tauranga 3143</p> <p>Email: kumaren.perumal@westernbay.govt.nz</p> <p>Attention: Kumaren Perumal</p>
Westland District Council	<p>Debenture Trust Deed between Westland District Council and Covenant Trustee Services Limited dated 29 March 2018.</p> <p>Registry Customer Agreement between Westland District Council and Link Market Services Limited dated 29 March 2018.</p>	<p>Delivery Address: Westland District Council 36 Weld Street Hokitika 7810</p> <p>Attention: Lesley Crichton</p> <p>Email:</p>

	Registrar: Link Market Services Limited	Lesley.Crichton@westlanddc.govt.nz Postal Address: Private Bag 704 Hokitika 7842
Whakatane District Council	<p>Debenture Trust Deed between Whakatane District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 20 June 2007, as amended from time to time and most recently on 30 March 2012.</p> <p>Registrar and Paying Agency Agreement between Whakatane District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 20 January 2020.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Civic Centre Commerce Street Whakatane</p> <p>Postal Address: Private Bag 1002 Whakatane 3158</p> <p>Email: julie.caverhill@whakatane.govt.nz / Heidi.mccallum@whakatane.govt.nz</p> <p>Attention: Julie Caverhill / Heidi McCallum</p>
Whanganui District Council	<p>Debenture Trust Deed between Whanganui District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 26 May 2000, as amended from time to time and most recently on 30 November 2012.</p> <p>Registrar and Paying Agency Agreement between Whanganui District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time</p>	<p>Delivery Address: 101 Guyton Street Whanganui</p> <p>Postal Address: PO Box 637 Whanganui 4540</p> <p>Email: mike.fermor@whanganui.govt.nz</p> <p>Attention: Mike Fermor</p>

	<p>to time and most recently on 29 November 2012.</p> <p>Registrar: Computershare Investor Services Limited</p>	
<p>Whangarei District Council</p>	<p>Debenture Trust Deed between Whangarei District Council and Trustees Executors Limited (formerly Tower Trust Limited) dated 10 June 2002, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between Whangarei District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Delivery Address:</p> <p>Forum North Rust Avenue Whangarei</p> <p>Postal Address:</p> <p>Private Bag 9023 Whangarei 0148</p> <p>Email: alan.adcock@wdc.govt.nz</p> <p>Attention: Alan Adcock</p>

SCHEDULE 2

Conditions Precedent

1. A duly executed copy of each of the following documents:
 - (a) this deed;
 - (b) an amendment and restatement deed dated on or about the date of this deed in relation to a guarantee and indemnity dated 7 December 2011;
 - (c) an amendment and restatement deed dated on or about the date of this deed in relation to a notes subscription agreement dated 7 December 2011 (as amended and restated on 5 June 2015); and
 - (d) an amendment and restatement deed dated on or about the date of this deed in relation to a shareholders' agreement dated 7 December 2011 (as amended from time to time).
2. A certificate of compliance for the purposes of s118 of the Local Government Act 2002 (in a form acceptable to the Subscriber) given by the Chief Executive of each Issuer in relation to the entry into this deed and each other deed referred to in items 1(b) and (c) above.
3. A legal opinion from Russell McVeagh, solicitors to the Subscriber, in relation to the enforceability of this deed and each other deed referred to in items 1(b) and (c) above.
4. A legal opinion from Simpson Grierson, solicitors to the Issuers, in relation to each Issuer's entry into this deed and each other deed referred to in items 1(b) and (c) above.

APPENDIX

Amended and Restated Multi-issuer Deed



Multi-issuer Deed

PARTIES

The Local Authorities Listed in Schedule 1

Principal Shareholders

New Zealand Local Government Funding Agency Limited

Subscriber

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DEED dated 7 December 2011 (as amended and restated by the deed to which this deed is attached as an appendix)

PARTIES

The Local Authorities Listed in Schedule 1

("Principal Shareholders")

New Zealand Local Government Funding Agency Limited

("Subscriber")

INTRODUCTION

- A. The Principal Shareholders and the Subscriber wish to record the arrangements agreed between them in relation to the issue of Securities to the Subscriber from time to time by the Principal Shareholders, and other Local Authorities or CCOs that may accede to this deed, as Issuers.
- B. This deed records those arrangements.
- C. None of the obligations under this deed of the Subscriber nor any Issuer that is a Local Authority are guaranteed by the Crown.

COVENANTS

1. INTERPRETATION

- 1.1 **Definitions:** In this deed, unless the context otherwise requires:

"Accession Deed" means a deed in the form, or substantially in the form, of schedule 4.

"Agency Agreement" means, in relation to an Issuer, the issue and paying agency agreement between the Issuer and an agent or agents in relation to the issue of Securities by the Issuer.

"Annual Rates Income" means, in relation to an Issuer that is a Local Authority and for a financial year, an amount equal to the total revenue from any funding mechanism authorised by the Local Government (Rating) Act 2002 together with any revenue received by that Issuer from other Local Authorities for services provided by that Issuer for which those other Local Authorities rate and in each case as shown in the Financial Statements of that Issuer

for that financial year, provided that if such Financial Statements are with respect to a period of less than 12 months, then such amount shall be annualised (so as to reflect a period of 12 months), and the annualised amount shall be the Annual Rates Income.

"Authorised Signatory" means, in relation to an Issuer, a person nominated as the Issuer's authorised signatory for the purposes of this deed and notified as such to the Subscriber from time to time.

"Available Financial Accommodation" means, in relation to an Issuer on any Test Date, the aggregate as at that date of:

- (a) External Indebtedness;
- (b) committed but undrawn financial accommodation that is available to the Issuer, to the extent there is no legal, contractual or other restriction on the Issuer's ability to draw upon that financial accommodation; and
- (c) Liquid Investments of the Issuer (and not its Consolidated Group).

"Borrowed Money Indebtedness" means any indebtedness of the Subscriber to a person (other than indebtedness owed to an Issuer in respect of Borrower Notes) in respect of money borrowed or raised or any other financial accommodation whatsoever in the nature of, or having a similar economic effect to, borrowing or raising money, including indebtedness under or in respect of a negotiable or other financial instrument, guarantee, interest or currency exchange hedge or other arrangement of any kind (calculated on a net and marked to market basis).

"Borrower Notes" has the meaning given to it in the Notes Subscription Agreement.

"Cash" means, in relation to an Issuer:

- (a) any credit balance on any deposit, savings, current or other account with a registered bank which has outstanding debt securities rated as referred to in paragraph (c) of the definition of "Liquid Investments" and which is freely withdrawable on demand by the Issuer;
- (b) any credit balance of any term deposit with a maturity of less than 180 days with a registered bank which has outstanding debt securities rated as referred to in paragraph (c) of the definition of "Liquid Investments"; and
- (c) any cash in hand.

"CCO Credit Support" means, in relation to a CCO Issuer, any combination of the following:

- (a) a CCO Security;
- (b) a CCO Negative Pledge and Covenant;
- (c) a CCO Guarantee;
- (d) where a LA Shareholder provides a CCO Guarantee, the Security Stock issued by the LA Shareholder in respect of its obligations under the CCO Guarantee; and/or
- (e) any other security arrangements,

as specified in the relevant Accession Deed or as otherwise subsequently specified (in writing) by the Subscriber.

"CCO Negative Pledge and Covenant" means the undertakings given by a CCO Issuer in favour of the Subscriber and the Holder and, set out in the relevant Accession Deed, relating to:

- (a) for so long as any Series issued by the Issuer is outstanding, the restrictions on the creation or subsistence of any security interest over the whole or any part of its assets, other than a permitted security interest (as specified in the relevant Accession Deed);
- (b) for so long as any Series issued by the Issuer is outstanding, the amount of its indebtedness relative to the aggregate amount uncalled and unpaid in respect of equity securities in the Issuer owned legally and beneficially by the CCO Shareholders; and
- (c) if applicable, calling up and/or demanding payment of, the whole or part (as specified in the request from the Subscriber or Holder) of the amount uncalled and/or unpaid in respect of the equity securities referred to in paragraph (b) on written request from the Subscriber or a Holder, provided that such request may only be made following the occurrence of an Event of Default that is continuing.

"CCO Support Document" means, in relation to a CCO Issuer, any document in relation to CCO Credit Support, as specified in the relevant Accession Deed.

"Compliance Certificate" means:

- (a) in the case of an Issuer that is a Local Authority, a certificate in the form, or substantially in the form, set out in schedule 7; and
- (b) in the case of a CCO Issuer, a certificate in the form specified by the Subscriber for that Issuer.

"Conditions" means the terms and conditions contained in schedule 2.

"Confirmation Email" means, in relation to an Issuer and Securities, an email (or other communication which is satisfactory to the Subscriber) from the Issuer to the Subscriber confirming that the Issuer is offering to issue a Series or Tranche of Securities on the terms set out in the applicable Indicative Terms Email. The Confirmation Email must specify:

- (a) the Principal Amount and Maturity Date of the Securities the Issuer is offering to issue; and
- (b) whether the Securities it is offering to issue are Fixed Rate Securities, Floating Rate Securities, Amortising Securities, Zero Coupon Securities or any other type of Security set out in the Indicative Terms Email.

"Consolidated Group" means, in relation to an Issuer, the group of persons (including the Issuer) against which the financial covenants in clause 7.5(a) may be tested (as required in accordance with clause 7.5(a)), such group must be agreed in writing by the Subscriber and that Issuer.

"Demand" has the meaning given in the Guarantee.

"Disclosure Information" has the meaning given to it in clause 7.4(a)(i).

"Distribution" means:

- (a) any dividend, charge, fee, payment, other distribution (whether cash or assets), redemption, repurchase, defeasance, retirement or repayment on or in respect of any equity securities or ownership interest of a CCO Issuer;
- (b) any interest payment, any repayment or prepayment of any amount of principal or any other payment in respect of any liability of a CCO Issuer to a CCO Shareholder; and

without limiting the above, a "distribution" as defined in the Companies Act.

"EC Securities" means Securities the proceeds of which are to be applied by the relevant Issuer in paying the Exercise Price for Commitment Shares to be subscribed by the Issuer on the Issue Date.

"Equity Commitment Deed" means the deed dated on or about the date of this deed between various Local Authorities and the Subscriber entitled "Equity Commitment Deed".

"Event of Review" means, in relation to:

- (a) an Issuer that is a Local Authority, a breach of any of the financial covenants in clause 7.5; and
- (b) a CCO Issuer, a breach of any of the financial covenants in the Accession Deed.

"External Indebtedness" means, in relation to an Issuer on any Test Date, the aggregate amount of indebtedness of the Issuer to any person in respect of money borrowed or raised or any other financial accommodation whatsoever in the nature of, or having a similar economic effect to, borrowing or raising money, including indebtedness under or in respect of a negotiable or other financial instrument, as shown in the Financial Statements of the Issuer for the financial year ending on that Test Date, but excluding:

- (a) indebtedness that is classed as "internal indebtedness" of the Issuer in the Issuer's Financial Statements for the financial year ending on that Test Date;
- (b) indebtedness that is classified as a contingent liability of the Issuer in the Issuer's Financial Statements for the financial year ending on that Test Date; and
- (c) any indebtedness of the Issuer which is an unrealised loss on hedging instruments as shown in the Issuer's Financial Statements for the financial year ending on that Test Date.

"Financial Statements" means:

- (a) in relation to a CCO Issuer, the audited financial statements the Issuer is required to produce pursuant to sections 67 to 69 of the Act; and
- (b) in relation to an Issuer that is a Local Authority, the audited financial statements the Issuer is required to produce pursuant to sections 98 and 99 of the Act.

"Final Terms" means:

- (a) in relation to a Series or Tranche of EC Securities, final terms in the form, or substantially in the form, of schedule 3; and
- (b) in relation to a Series or Tranche of any other Securities, a term sheet in the form, or substantially in the form, of schedule 5.

"Further Principal Debt Release Request" has the meaning given to it in the Guarantee.

"GAAP" means "generally accepted accounting practice" as defined in the Act.

"Guarantee" means the deed of guarantee and indemnity made by various Local Authorities in respect of the indebtedness of the Subscriber.

"Guarantor" means a guarantor under the Guarantee.

"Indicative Terms Email" means an email from the Subscriber to an Issuer setting out the indicative terms of Securities (other than pricing) that the Issuer may offer to issue to the Subscriber.

"Insolvency Event" means, in relation to a CCO Issuer or CCO Shareholder, any "Insolvency Event" specified in the relevant Accession Deed in relation to such person.

"Issuer" means a Local Authority set out in schedule 1 or any other Local Authority or CCO which is or becomes an Issuer in accordance with clauses 2.4 or 2A.4 (including a Local Authority that becomes an Issuer because it is a LA Shareholder (if applicable)).

"Liquid Investments" means, in relation to an Issuer on any Test Date:

- (a) Cash;
- (b) securities issued or fully guaranteed or fully insured by the New Zealand Government;
- (c) commercial paper or other debt securities which have a long-term rating of at least A- or a short-term rating of at least A-1 by Standard & Poor's Rating Group or an equivalent rating from either Moody's Investors Service Inc. or Fitch Ratings Limited (or their respective related companies); and
- (d) certificates of deposit of any registered bank which has outstanding debt securities rated as referred to in paragraph (c) above,

in each case legally and beneficially held by the Issuer and/or the Consolidated Group (as required in accordance with clause 7.5(a)), not subject to any security interest, and denominated and payable in NZ Dollars and as shown in the Financial Statements of the Issuer for the financial year ending on that Test Date.

"Maximum Additional Spread" means:

- (a) in relation to an issue of Floating Rate Securities which are not EC Securities, the maximum additional spread (expressed as a percentage (p.a.)) the Subscriber will (on the date the Final Terms are delivered pursuant to clause 4.1(a)(iii)) add to its own issuance margin in order to determine the Margin for the relevant Tranche or Series;
- (b) in relation to an issue of Fixed Rate Securities, the maximum additional spread (expressed as a percentage (p.a.)) the Subscriber will (on the date the Final Terms

are delivered pursuant to clause 4.1(a)(iii)) add to its own issuance margin in order to determine the "margin" component of the Interest Rate for the relevant Tranche or Series; and

- (c) in relation to an issue of Zero Coupon Securities, the maximum additional spread (expressed as a percentage (p.a.)) the Subscriber will (on the date the Final Terms are delivered pursuant to clause 4.1(a)(iii)) add to its own issuance margin in order to determine the annual yield for the relevant Tranche or Series,

in each case calculated in accordance with the methodology notified by the Subscriber to the Issuer on or prior to the date of the Indicative Terms Email which relates to that issue of Securities. In this definition, "**issuance margin**" has the meaning given to it in clause 4.6.

"Net Debt" means, in relation to an Issuer and any Test Date, the aggregate of all financing liabilities of the Issuer and/or the Consolidated Group (as required in accordance with clause 7.5(a)) as at that Test Date as shown in the Financial Statements of the Issuer for the financial year ending on that Test Date less Liquid Investments as at that Test Date.

"Net Interest" means, in relation to an Issuer for a financial year, an amount equal to all interest and financing costs incurred by the Issuer and/or the Consolidated Group (as required in accordance with clause 7.5(a)) for that financial year as shown in Financial Statements of the Issuer less:

- (a) interest income of the Issuer and/or the Consolidated Group (as required in accordance with clause 7.5(a)) for that financial year as shown in Financial Statements of the Issuer for that financial year; and
- (b) any interest paid by the Issuer during that financial year as shown in the Financial Statements of the Issuer for that financial year on EC Securities held by the Subscriber.

"Notes Subscription Agreement" means the agreement dated on or about the date of this deed between the Subscriber and various Local Authorities entitled "Notes Subscription Agreement".

"Notice of Commitment" means:

- (a) in relation to a Series or Tranche of EC Securities, a notice in the form, or substantially in the form, of schedule 6; and
- (b) in relation to a Series or Tranche of any other Securities, a Confirmation Email.

"Offering Document" means, on any date, each prospectus, investment statement, product disclosure statement, information memorandum or other offer document (howsoever described) prepared by, or on behalf and with the approval of, the Subscriber under which the Subscriber is offering or is able to offer debt instruments.

"Policies" has the meaning given to it in the Shareholders' Agreement.

"Potential Event of Default" means any event which, with the passing of time, or the giving of notice, or both, would constitute an Event of Default.

"Redemption Notice" has the meaning given to it in clause 7.6, 7.7, 7.8 or 7.9, as applicable.

"Security Trustee" has the meaning given in the Guarantee.

"Shareholders' Agreement" means the agreement dated on or about the date of this deed between the Principal Shareholders in relation to the Subscriber entitled "Shareholders' Agreement".

"Shareholder Transaction Documents" means, in relation to an Issuer that is a LA Shareholder:

- (a) the Guarantee;
- (b) the Equity Commitment Deed;
- (c) the accession deeds (if applicable) executed by the Issuer for the purposes of the Guarantee and the Equity Commitment Deed;
- (d) each Security Stock Certificate issued by it in respect of its obligations in respect of the Guarantee and the Equity Commitment Deed;
- (e) this deed, solely in its capacity as a LA Shareholder; and
- (f) each CCO Support Document.

"Test Date" means 30 June of each year or, in the case of a CCO Issuer, the date specified in the relevant Accession Deed.

"Total Revenue" means, in relation to an Issuer that is a Local Authority and for a financial year, the total cash operating revenue of the Issuer and/or the Consolidated Group (as required in accordance with clause 7.5(a)) for that financial year as shown in Financial Statements of the Issuer for that financial year including cash earnings from rates, Government grants and subsidiaries, user charges, interest, dividends and financial and

other revenue but not including non-Government capital contributions (such as developer contributions and vested assets).

"Transaction Documents" means:

- (a) in relation to an Issuer that is a Local Authority:
 - (i) this deed;
 - (ii) the Notes Subscription Agreement;
 - (iii) each Security Stock Certificate issued by it in respect of its obligations in respect of the Securities and under this deed and each of the Guarantee (if applicable), and the Equity Commitment Deed (if applicable);
 - (iv) if the Issuer is a Guarantor, or is required by the Subscriber in accordance with this deed, the Policies and/or required by the Shareholders' Agreement to become a Guarantor, each of the Guarantee and Equity Commitment Deed;
 - (v) the Accession Deed (if applicable);
 - (vi) any accession deed executed by the Issuer for the purposes of the Notes Subscription Agreement, the Guarantee (if applicable) and/or the Equity Commitment Deed (if applicable); and
 - (vii) any other document agreed by the Subscriber and the Issuer to be a Transaction Document; and
- (b) in relation to a CCO Issuer:
 - (i) this deed;
 - (ii) the Notes Subscription Agreement;
 - (iii) the Guarantee;
 - (iv) the Equity Commitment Deed;
 - (v) each Security Stock Certificate issued by a LA Shareholder in respect of its obligations in respect of each of the Guarantee, the Equity Commitment Deed and any CCO Support Document;
 - (vi) the Accession Deed;

- (vii) any accession deed executed by the CCO Issuer for the purposes of the Notes Subscription Agreement (if applicable);
- (viii) accession deeds (if applicable) to Guarantee and Equity Commitment Deed;
- (ix) each CCO Support Document; and
- (x) any other document agreed by the Subscriber and the CCO Issuer to be a Transaction Document.

"Verified Statements" has the meaning given to it in clause 7.4(a)(ii).

1.2 **Conditions:** Words and expressions defined in the Conditions and used in this deed shall have the same meanings in this deed, unless the context requires otherwise.

1.3 **Equity Commitment Deed:** Except to the extent the context requires otherwise, "Commitment Shares", "Exercise Notice", "Exercise Price" and "Settlement Date" have the meanings given to them in the Equity Commitment Deed.

1.4 **References:** Except to the extent that the context otherwise requires, any reference in this deed to:

an **"authorisation"** includes:

- (a) any consent, authorisation, registration, filing, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with a governmental agency; or
- (b) in relation to anything which will be proscribed or restricted in whole or part by law if a governmental agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of such period without such intervention or action.

a **"clause"** or **"schedule"** is a reference to a clause of, or schedule to, this deed.

something having a **"material adverse effect"** on a person is a reference to it having a material adverse effect on the financial condition or operations of that person which materially adversely affects the ability of that person to perform or comply with its obligations under any Transaction Document or any Security.

something being **"remedied"** means it is remedied to the satisfaction of the Subscriber.

1.5 **Miscellaneous:**

- (a) The introduction to and headings in this deed are inserted for convenience only and shall be ignored in construing this deed.
- (b) Unless the context otherwise requires words denoting only the singular number shall include the plural and vice versa and words denoting any gender shall include all genders.
- (c) References to any legislation or to any provision of any legislation are deemed to be references to that legislation or provision as from time to time amended, re-enacted or substituted and, unless the context otherwise requires, shall also include any statutory instruments issued under any such legislation or provision.
- (d) References to any document (however described) shall include references to such document as modified, novated, supplemented, varied or replaced from time to time.
- (e) References to any party to this deed or any other document shall include its successors or permitted assigns.
- (f) References to a time of day are references to New Zealand time unless otherwise stated.
- (g) Anything which may be done at any time may also be done from time to time.

2. ACCESSION OF LOCAL AUTHORITY AS AN ISSUER

2.1 Local Authority to sign Accession Deed: Subject to clause 2.2, a Local Authority which is not a Principal Shareholder may become an Issuer under this deed by completing and signing an Accession Deed and delivering it to the Subscriber.

2.2 Conditions precedent to accession and issue of Securities: A Local Authority shall not be entitled to sign and deliver an Accession Deed or to issue Securities under this deed unless and until the following conditions have been, to the satisfaction of the Subscriber, met:

- (a) the Local Authority is a party to or has acceded to the Notes Subscription Agreement;
- (b) if required by the Subscriber in accordance with the Policies and/or required by the Shareholders' Agreement, the Local Authority has become a Guarantor and is a party to or has acceded to the Equity Commitment Deed;

- (c) the Subscriber has confirmed that the Agency Agreement to be used by the Local Authority in relation to the Securities issued by it pursuant to this deed, and the identity of the paying agent, calculation agent and registrar appointed pursuant to that agreement, are acceptable to it;
- (d) the Local Authority has delivered to the Subscriber a certificate of compliance for the purposes of section 118 of the Act in relation to its entry into this deed, the Accession Deed (if applicable), the Notes Subscription Agreement, the Agency Agreement, the Guarantee (if applicable), the Equity Commitment Deed (if applicable) and the Security Stock Certificates and Security Stock issued in respect of this deed, the Guarantee (if applicable) and the Equity Commitment Deed (if applicable);
- (e) evidence that all necessary regulatory and statutory authorisations, consents, approvals and licences in relation to its entry into this deed, the Accession Deed (if applicable), the Notes Subscription Agreement, the issuance of the Security Stock Certificates and Security Stock issued in respect of this deed and the Securities (if applicable) and the issuance of the Securities from time to time (if applicable) have been obtained and are current and satisfactory;
- (f) the Subscriber has received a first ranking Security Stock Certificate evidencing that the Issuer's obligations under this deed are secured pursuant to the Debenture Trust Deed;
- (g) any additional eligibility criteria required by the Subscriber in accordance with the Policies have been satisfied;
- (h) in respect of the first issuance by an Issuer, it has notified the Subscriber of the amount of its Annual Rates Income for its immediately preceding financial year and a breakdown of the components included in its calculation of that amount, provided that this clause 2.2(h) shall not apply where an Issuer has previously delivered Financial Statements to the Subscriber in accordance with clause 7.3 which comply with clause 7.5(c);
- (i) the Subscriber has received a legal opinion from counsel acceptable to the Subscriber and in a form acceptable to the Subscriber relating to the Issuer's entry into this deed, the Accession Deed (if applicable), the Notes Subscription Agreement, the Guarantee (if applicable) and the Equity Commitment Deed (if applicable) and the issuance of the first ranking Security Stock and the first ranking Security Stock Certificate described at clause 2.2(f); and

- (j) any additional conditions specified by the Subscriber in the Accession Deed or separately notified in writing to the Issuer have been satisfied.

2.3 **Subscriber to countersign Accession Deed:** Subject to clause 2.2, on receipt of the document described in clause 2.1 in form and substance satisfactory to the Subscriber, the Subscriber shall:

- (a) countersign the counterpart of the Accession Deed;
- (b) enter the Accession Deed in a register kept by it (which shall be conclusive); and
- (c) retain one counterpart and deliver the other to the relevant Local Authority.

2.4 **Accession effective:** On an Accession Deed being countersigned by the Subscriber in accordance with clause 2.3, the Local Authority shall be bound by this deed as if it were a party hereto and named herein as an Issuer.

2A. ACCESSION OF CCO AS AN ISSUER

2A.1 **CCO to sign Accession Deed:** Subject to clause 2A.2, a CCO may become an Issuer under this deed by:

- (a) completing and signing; and
- (b) procuring each CCO Shareholder to sign,

an Accession Deed (in form and substance satisfactory to the Subscriber) and delivering it to the Subscriber.

2A.2 **Conditions precedent to accession and issue of Securities:** A CCO shall not be entitled to sign and deliver an Accession Deed or to issue Securities under this deed unless and until the following conditions have been, to the satisfaction of the Subscriber, met:

- (a) the CCO has acceded to the Notes Subscription Agreement;
- (b) each LA Shareholder is a party to or has acceded to this deed as an Issuer (in the manner contemplated by clauses 2.2 to 2.4 of this deed) and the Notes Subscription Agreement as a subscriber;
- (c) each LA Shareholder is or has become a Guarantor and is a party to or has acceded to the Equity Commitment Deed as a guarantor;
- (d) the Subscriber has confirmed that the Agency Agreement to be used by the CCO in relation to the Securities issued by it pursuant to this deed, and the identity of the

- paying agent, calculation agent and registrar appointed pursuant to that agreement, are acceptable to it;
- (e) the CCO has delivered to the Subscriber a director's certificate in relation to its entry into this deed, the Accession Deed, the Notes Subscription Agreement, the Agency Agreement, the CCO Credit Support and the CCO Support Documents;
 - (f) evidence that all necessary regulatory and statutory authorisations, consents, approvals and licences in relation to the CCO's entry into this deed, the Accession Deed, the Notes Subscription Agreement, the Agency Agreement, the CCO Credit Support and the CCO Support Documents and the issuance of Securities from time to time (if applicable) have been obtained and are current and satisfactory;
 - (g) each CCO Shareholder has delivered to the Subscriber a director's certificate, or in the case of a LA Shareholder, a certificate of compliance for the purposes of section 118 of the Act, in relation to its entry into the Accession Deed, the CCO Credit Support and the CCO Support Documents;
 - (h) in the case of a LA Shareholder, evidence that all necessary regulatory and statutory authorisations, consents, approvals and licences in relation to its entry into the CCO Credit Support and the CCO Support Documents have been obtained and are current and satisfactory;
 - (i) any additional eligibility criteria required by the Subscriber in accordance with the Policies have been satisfied;
 - (j) in respect of the first issuance by an Issuer, each LA Shareholder has notified the Subscriber of the amount of its Annual Rates Income for its immediately preceding financial year and a breakdown of the components included in its calculation of that amount, provided that this clause 2A.2(j) shall not apply where the LA Shareholder (as an Issuer) has previously delivered Financial Statements to the Subscriber in accordance with clause 7.3 which comply with clause 7.5(c);
 - (k) the Subscriber has received a legal opinion from counsel acceptable to the Subscriber and in a form acceptable to the Subscriber relating to the CCO's entry into this deed, the Accession Deed, the Notes Subscription Agreement, the Agency Agreement, and any CCO Support Document (if applicable);
 - (l) the Subscriber has received both the CCO Support Documents and the benefit of CCO Credit Support, in each case, in a form and substance satisfactory to the Subscriber (in its sole discretion);

- (m) the Subscriber has received a legal opinion from counsel acceptable to the Subscriber and in a form acceptable to the Subscriber relating to each CCO Shareholder's entry into each relevant CCO Support Document (if applicable);
- (n) each LA Shareholder is in compliance with each of the financial covenants in, or referred to in, clause 7.5; and
- (o) any additional conditions specified by the Subscriber in the Accession Deed or separately notified in writing to the Issuer have been satisfied.

2A.3 **Subscriber to countersign Accession Deed:** Subject to clause 2A.2, on receipt of the document described in clause 2A.1 in form and substance satisfactory to the Subscriber, the Subscriber shall:

- (a) countersign the counterpart of the Accession Deed;
- (b) enter the Accession Deed in a register kept by it (which shall be conclusive); and
- (c) retain one counterpart and deliver the other to the relevant CCO.

2A.4 **Accession effective:** On an Accession Deed being countersigned by the Subscriber in accordance with clause 2A.3, the CCO shall be bound by this deed as if it were a party hereto and named herein as an Issuer.

3. OFFERS AND SALES OF SECURITIES

3.1 **Agreement to issue:** Subject to the terms and conditions of this deed, each Issuer may from time to time agree with the Subscriber to issue, and the Subscriber may agree to subscribe for, Securities. If the relevant Issuer and the Subscriber agree on the terms upon which such Securities should be issued and subscribed then the relevant Issuer shall be obliged to issue and the Subscriber shall be obliged to subscribe the relevant Securities issued by the Issuer on the relevant Issue Date, on the basis of, and in reliance upon, the representations, warranties, undertakings and indemnities made or given or provided to be made or given pursuant to the terms of this deed, and otherwise on the terms so agreed.

3.2 **Offer and acceptance:** For the purposes of this deed (without limiting anything else in this deed), the issue of Securities under this deed shall (without more) be taken to be the result of an offer by the relevant Issuer to issue the Securities to the Subscriber, and an acceptance of that offer by the Subscriber.

- 3.3 **Several obligations:** The obligations of each Issuer under this deed are several. No Issuer shall be responsible for the obligations of any other Issuer under this deed. The rights of each Issuer under this deed are several.

4. **ISSUANCE PROCESS**

4.1 **General procedure:**

- (a) Except in the case of EC Securities or if the Subscriber and the relevant Issuer otherwise agree, an Issuer may not issue Securities pursuant to this deed unless:
- (i) at least eight Business Days before the proposed Issue Date (or such later date as the Issuer and the Subscriber may agree), the Subscriber provides an Indicative Terms Email to the Issuer and, in the case of a CCO Issuer, with a copy to each LA Shareholder;
 - (ii) at least six Business Days before the proposed Issue Date (or such later date as the Issuer and the Subscriber may agree), the Issuer provides a Notice of Commitment to the Subscriber; and
 - (iii) at least three Business Days before the proposed Issue Date (or such later date as the Issuer and the Subscriber may agree), the Subscriber has agreed to subscribe for the Securities by signing and delivering the Final Terms for the Securities to the Issuer.
- (b) The Issuer shall counter-sign and deliver to the Subscriber a copy of the Final Terms no later than the proposed Issue Date, but failure to do so shall not affect the Issuer's obligation to issue the Securities on the proposed Issue Date and the terms set out in the Final Terms shall apply to the relevant Securities.

4.2 **Procedure for EC Securities:** An Issuer may not issue EC Securities under this deed unless:

- (a) the Issuer has received an offer to subscribe for the EC Securities under clause 3.1 of the Equity Commitment Deed; and
- (b) not less than six Business Days before the Settlement Date for the related Commitment Shares, the Issuer provides a Notice of Commitment to the Subscriber,

whereupon the Subscriber promptly (and in any case not less than four Business Days before the proposed Issue Date) shall agree to subscribe for the EC Securities specified in

the Notice of Commitment by counter-signing and delivering to the Issuer a copy of the Notice of Commitment.

4.3 **[Not used]**

4.4 **Notice of Commitment:** A Notice of Commitment constitutes a binding, unconditional and irrevocable offer by the relevant Issuer to issue the Securities specified therein. Each Notice of Commitment in respect of EC Securities shall be accompanied by preliminary Final Terms for the proposed issuance of EC Securities, completed in all respects other than for pricing, and such Final Terms to be the same as the preliminary Final Terms that were sent to the Issuer by the Subscriber under clause 3.1 of the Equity Commitment Deed except that the Issuer may specify a lower aggregate Principal Amount and shorter Maturity Date.

4.5 **Acceptance by Subscriber:** Subject to clause 4.2, the Subscriber is not under any obligation whatsoever to accept an offer by an Issuer contained in a Notice of Commitment. The Subscriber signing and delivering the Final Terms to the relevant Issuer (in the case of Securities which are not EC Securities) or counter-signing and delivering to the relevant Issuer a copy of a Notice of Commitment (in the case of EC Securities) shall constitute a binding and irrevocable acceptance of the offer contained in the Notice of Commitment, subject only to the following conditions:

- (a) the Subscriber having received in a form and substance satisfactory to it:
 - (i) where the Issuer is a Local Authority, a first ranking Security Stock Certificate evidencing that the Issuer's obligations in relation to the proposed Tranche or Series are secured pursuant to the relevant Debenture Trust Deed (which may, at the Subscriber's absolute discretion, be a Security Stock Certificate evidencing that the Issuer's obligations in relation to all Securities issued by it under this deed are secured pursuant to the relevant Debenture Trust Deed); and
 - (ii) where the Issuer is a Local Authority, a certificate of compliance for the purposes of section 118 of the Act in relation to the proposed Tranche or Series and the issue of the relevant Security Stock and related Security Stock Certificate (if applicable);
 - (iii) where the Issuer is a CCO Issuer, a certificate from an Authorised Signatory of the CCO addressing (among other things) the issue of the proposed Tranche or Series;
- (b) there is no impediment to the issue to the Issuer of the related Borrower Notes (if applicable) under the Notes Subscription Agreement (including, without limitation,

- due to the requirements of section 49 of the Companies Act 1993 and/or clause 15.4 of the Notes Subscription Agreement not being satisfied);
- (c) the Issuer has complied with the conditions specified in clause 2.2 or 2A.2 (as applicable) and any additional eligibility criteria required by the Subscriber in accordance with the Policies;
 - (d) the representations and warranties set out in clause 6.1 (in the case of an Issuer that is a Local Authority) or 6.1A (in the case of a CCO Issuer) (as applicable) being true, accurate and correct in all material respects as of the Issue Date by reference to the facts and circumstances existing on that date;
 - (e) no Event of Default, Potential Event of Default or Event of Review has occurred and is continuing in relation to the Issuer and no such event would occur on or after the Issue Date as a result of the Issuer issuing the Securities;
 - (f) the Issuer, and (in the case of a CCO Issuer) each CCO Shareholder, is in compliance with this deed, the Notes Subscription Agreement, the Guarantee (if applicable), the Equity Commitment Deed (if applicable) and any CCO Support Document (if applicable); and
 - (g) the Local Government Borrowing Act 2011 has not been amended or repealed other than to the satisfaction of the Subscriber.

4.6 Pricing:

- (a) The Subscriber shall determine the pricing for each Tranche or Series of:
 - (i) EC Securities, on the Issue Date and shall notify the relevant Issuer of the pricing for the Tranche or Series on the Issue Date, following which the Final Terms for the Tranche or Series shall be updated to include the pricing information notified pursuant to this clause and each of the Issuer and the Subscriber shall sign the updated Final Terms; and
 - (ii) Securities which are not EC Securities, on the date the Final Terms are delivered pursuant to clause 4.1(a)(iii) and such pricing shall be set out in the Final Terms for that Tranche or Series.

The pricing decisions of the Subscriber shall be final and binding on the relevant Issuer.

- (b) When determining the pricing for each Tranche or Series of Securities for the purposes of clause 4.6(a), the Subscriber must not, unless the relevant Issuer

agrees otherwise, add an additional spread to its own issuance margin which exceeds:

- (i) in the case of EC Securities, the maximum additional spread notified in accordance with clause 3.1 of the Equity Commitment Deed; and
- (ii) in the case of Securities which are not EC Securities, the Maximum Additional Spread.

In this clause 4.6, "**issuance margin**" means the percentage rate (p.a.) (as determined by the Subscriber) over the applicable reference rate which is payable by the Subscriber in respect of the Borrowed Money Indebtedness it incurs to subscribe for the relevant Securities and includes all of the Subscriber's costs and expenses relating to that Borrowed Money Indebtedness (including, without limitation, dealer fees, commissions, listing fees and any Approved Issuer Levy which is or may be payable by the Subscriber under the terms of that Borrowed Money Indebtedness). In this clause 4.6, "**Approved Issuer Levy**" has the meaning given to it in the Conditions as if references to the "Issuer" were to the "Subscriber" and "any Security" were to the Subscriber's "Borrowed Money Indebtedness". Without limiting the Subscriber's right to make a determination as to the "issuance margin", the Subscriber may for the purposes of determining the Approved Issuer Levy component of the issuance margin estimate its likely costs in respect of any Approved Issuer Levy.

4.7 **Notices of Commitment after release:** Where an Issuer is (or was previously) a Guarantor and it has delivered a valid Further Principal Debt Release Request in accordance with clause 15 of the Guarantee:

- (a) it must immediately provide a copy of the Further Principal Debt Release Request to the Subscriber; and
- (b) neither it nor any CCO Issuer for which that Issuer is a LA Shareholder may, on and from the date of such Further Principal Debt Release Request, provide any Notice of Commitment under this deed.

4.8 **Settlement delay:** Other than where the conditions set out in clause 4.5 are not satisfied, in the event that the Subscriber pays the Issue Price for the Securities other than on the Issue Date ("**settlement delay**"):

- (a) unless the Subscriber agrees otherwise (in writing), each of the Issuer and the Subscriber shall issue the Securities and the Borrower Notes (if applicable) respectively on the Issue Date; and

- (b) the maximum amount payable by the Subscriber to the Issuer in respect of such settlement delay will be interest on the unpaid Issue Price of the Securities, such interest to accrue on a daily basis from the Issue Date until the unpaid Issue Price is paid at a rate per annum equal to the Reserve Bank of New Zealand official cash rate on the Issue Date. Accrued interest shall not be compounded and shall be paid by the Subscriber on the date the unpaid Issue Price is paid in full and final settlement of such settlement delay.

5. ISSUE AND CREATION

- 5.1 Securities are issued and created by the relevant Registrar entering in the Register the particulars of the Securities.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 **Representations and warranties (in relation to Issuers that are Local Authorities):** Each Issuer that is a Local Authority represents and warrants to the Subscriber in relation to itself (as an Issuer) that:

- (a) **Status:** it is either a territorial authority or regional council named as a local authority in Schedule 2 to the Act;
- (b) **Power:** it has the power generally to enter into, exercise its rights and perform and comply with its obligations under this deed and the other Transaction Documents and to issue the Securities;
- (c) **Authorisations:** it has taken all necessary action required on its part to authorise the entry into, execution and delivery of this deed and the other Transaction Documents and the issue of Securities and the performance of all obligations expressed to be binding on it;
- (d) **Obligations legally binding:** its obligations under this deed, the other Transaction Documents and the Debenture Trust Deed and the Securities (when issued) constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to laws affecting creditors' rights generally and (as to enforceability) to equitable principles of general application);
- (e) **No conflict:** neither the entry by it into, nor the performance by it of this deed and the other Transaction Documents or the issue of the Securities by it will:

- (i) conflict with or result in a breach of, any agreement, document, arrangement, obligation or duty to which it is a party or by which it or any of its assets may be bound; or
 - (ii) violate or contravene any law to which it is subject;
- (f) **Accounts:** its accounts have been prepared in accordance with the Act and any other applicable legislation or guidelines and are audited in accordance with any statutory requirements;
- (g) **No default:** except to the extent it has notified the Subscriber otherwise in writing, no Event of Default or Event of Review in relation to it has occurred and remains unremedied;
- (h) **Certificate of exemption:** it holds a valid certificate of exemption from resident withholding tax issued pursuant to section RE 27 of the Income Tax Act 2007 and sections 32E to 32I of the Tax Administration Act 1994 (or, on or after 1 April 2020, it has RWT-Exempt Status);
- (i) **Protected transaction:** for the purposes of section 117 of the Act, the entry by the Issuer into, and the performance by the Issuer of, this deed and the other Transaction Documents and the issue of Securities:
 - (i) is in compliance with the Act;
 - (ii) is not contrary to any provision of the Act;
 - (iii) is within the capacity, rights and powers of the Issuer; and
 - (iv) is for a purpose authorised by either the Act or another Act;
- (j) **Ranking of obligations:** its obligations under this deed and in respect of the Securities are secured by the Debenture Trust Deed and rank, and will at all times rank, rateably and at least equally in right and priority of payment with all other first ranking secured money under the Debenture Trust Deed;
- (k) **Offering material:** except to the extent it has advised the Subscriber otherwise in writing, all information it has provided to the Subscriber for the purposes of or, it has approved (in writing) for the inclusion in, any Offering Document is true, accurate and complete in all material respects and not misleading (including by omission) in any material respect; and

- (l) **Notes Subscription Agreement:** the warranties given by it at clause 4.5 of the Notes Subscription Agreement are true and accurate.

6.1A **Representations and warranties (in relation to CCO Issuers):** Except to the extent that the Subscriber and the relevant CCO Issuer agree otherwise in the relevant Accession Deed:

- (a) **CCO Issuer:** each CCO Issuer represents and warrants to the Subscriber in relation to itself (as a CCO Issuer) that:
 - (i) **Status:**
 - (aa) it is a company duly incorporated and validly existing under the laws of New Zealand; and
 - (bb) it has the power to own its assets and carry on its business as it is being conducted;
 - (ii) **Power:** it has the power to enter into, exercise its rights and perform and comply with its obligations under this deed and the other Transaction Documents and to issue the Securities;
 - (iii) **Authorisations:** it has taken all necessary action required on its part:
 - (aa) to authorise the entry into, execution, delivery and performance of this deed and the other Transaction Documents, the transactions contemplated by those documents, the issue of Securities and the performance of all obligations expressed to be binding on it; and
 - (bb) for the validity and enforceability of the Transaction Documents and the effectiveness or priority of any security interest under any Transaction Document;
 - (iv) **Obligations legally binding:** its obligations under this deed, the other Transaction Documents and the Securities (when issued) constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to laws affecting creditors' rights generally and (as to enforceability) to equitable principles of general application);
 - (v) **No conflict:** neither the entry by it into, nor the performance by it of this deed and the other Transaction Documents or the issue of the Securities by it will:

- (aa) conflict with or result in a breach of:
 - (A) any agreement, document, arrangement, obligation or duty to which it is a party or by which it or any of its assets may be bound;
or
 - (B) its constitutional documents; or
- (bb) violate or contravene any law to which it is subject;
- (vi) **Accounts:** its accounts have been prepared in accordance with the Act and any other applicable legislation or guidelines and are audited in accordance with any statutory requirements;
- (vii) **No default:** except to the extent it has notified the Subscriber otherwise in writing, no Event of Default or Event of Review in relation to it or each relevant LA Shareholder has occurred and remains unremedied;
- (viii) **Certificate of exemption:** it holds a valid certificate of exemption from resident withholding tax issued pursuant to section RE 27 of the Income Tax Act 2007 and sections 32E to 32I of the Tax Administration Act 1994 (or, on or after 1 April 2020, it has RWT-Exempt Status);
- (ix) **Offering material:** except to the extent it has advised the Subscriber otherwise in writing, all information it has provided to the Subscriber for the purposes of or, it has approved (in writing) for the inclusion in, any Offering Document is true, accurate and complete in all material respects and not misleading (including by omission) in any material respect;
- (x) **Notes Subscription Agreement:** the warranties given by it at clause 4.5 of the Notes Subscription Agreement are true and accurate;
- (xi) **Solvency:** no Insolvency Event has occurred in relation to it or any CCO Shareholder;
- (xii) **No proceedings pending or threatened:** no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a material adverse effect has or have (to the best of its knowledge and belief) been started or threatened against it;

- (xiii) **Immunity from suit:** it does not have, nor do any of its assets have, immunity from suit;
- (xiv) **Good title to assets:** it is the sole legal and beneficial owner of the property subject to the security interests created by any CCO Security, free from security interests other than a permitted security interest (as specified in the relevant Accession Deed);
- (xv) **Ranking of Security:** each CCO Security (if applicable) creates the security which it is expressed to create over the property to which it is expressed to apply, subject only to a permitted security interest (as specified in the relevant Accession Deed);
- (xvi) **Trustee:** it does not enter into any Transaction Document or hold any property as trustee;
- (xvii) **No misleading information:** to the best of its information, knowledge, and belief after having made due inquiry (but subject to the qualifications made when the relevant information is made available):
 - (aa) any factual information provided by or on behalf of it in writing in connection with the Transaction Documents and the transactions they contemplate was true and accurate in all material respects and not misleading in any material respect as at the date it was provided or as at the date (if any) at which it is stated;
 - (bb) any financial projections provided by it or on its behalf have been prepared on the basis of recent historical information and on the basis of reasonable assumptions; and
 - (cc) all copies of documents (including its latest Financial Statements and all authorisations) given by it or on its behalf to the Subscriber are true and complete copies as at the date they were given unless expressly specified otherwise; and
- (b) **LA Shareholders:** each LA Shareholder represents and warrants to the Subscriber that:
 - (i) **Status:** it is either a territorial authority or regional council named as a local authority in Schedule 2 to the Act;

- (ii) **Power:** it has the power generally to enter into, exercise its rights and perform and comply with its obligations under the Shareholder Transaction Documents;
- (iii) **Authorisations:** it has taken all necessary action required on its part:
 - (aa) to authorise the entry into, execution, delivery and performance of the Shareholder Transaction Documents, the transactions contemplated by those documents and the performance of all obligations expressed to be binding on it under those documents; and
 - (bb) for the validity and enforceability of the Shareholder Transaction Documents and the effectiveness or priority of any security interest under any Shareholder Transaction Document;
- (iv) **Protected transaction:** for the purposes of section 117 of the Act, the entry by the LA Shareholder into, and the performance by the LA Shareholder of, the Shareholder Transaction Documents:
 - (aa) is in compliance with the Act;
 - (bb) is not contrary to any provision of the Act;
 - (cc) is within the capacity, rights and powers of the LA Shareholder; and
 - (dd) is for a purpose authorised by either the Act or another Act;

provided that the Subscriber acknowledges that section 117 of the Act does not apply to any CCO Guarantee given by a LA Shareholder in respect of a CCO Issuer;
- (v) **Ranking of obligations:** its obligations in respect of any CCO Guarantee it has given in relation to the CCO Issuer are secured by the Debenture Trust Deed and rank, and will at all times rank, rateably and at least equally in right and priority of payment with all other first ranking secured money under the Debenture Trust Deed;
- (vi) **Obligations legally binding:** its obligations under the Shareholder Transaction Documents and the Debenture Trust Deed constitute its legal, valid and binding obligations, enforceable in accordance with their

respective terms (subject to laws affecting creditors' rights generally and (as to enforceability) to equitable principles of general application);

- (vii) **No conflict:** neither the entry by it into, nor the performance by it of the Shareholder Transaction Documents will:
 - (aa) conflict with or result in a breach of any agreement, document, arrangement, obligation or duty to which it is a party or by which it or any of its assets may be bound; or
 - (bb) violate or contravene any law to which it is subject; and
- (viii) **Additional representations:** it makes any additional representations in relation to an LA Shareholder specified in the Accession Deed.

6.2 **Repetition:** The representations and warranties contained in clauses 6.1 and 6.1A shall be deemed to be repeated by each Issuer and, where the Issuer is a CCO Issuer, each relevant LA Shareholder for the benefit of the Subscriber on each Issue Date in respect of each Series or Tranche issued by the Issuer.

7. UNDERTAKINGS

7.1 **General undertakings in respect of Local Authority Issuers:** Each Issuer that is a Local Authority undertakes to the Subscriber that it will, for so long as any Series issued by it is outstanding:

- (a) **Notify the Subscriber:** after having actual notice, promptly notify the Subscriber of:
 - (i) the occurrence of any Event of Default, Potential Event of Default or Event of Review in relation to it and, upon receipt of a request to that effect, shall confirm in writing signed by an Authorised Signatory that except as previously notified to the Subscriber no Event of Default, Potential Event of Default or Event of Review has occurred in relation to it;
 - (ii) each change in its Authorised Signatories, giving specimen signatures and evidence satisfactory to the Subscriber of the authority of each new Authorised Signatory;

- (iii) each actual or potential invalidity or unenforceability of this deed, the other Transaction Documents or the Debenture Trust Deed, or any provision hereof or thereof;
- (iv) subject to the Act and the Local Government Official Information and Meetings Act 1987:
 - (aa) any event or series of events, whether related or not, or any circumstances arise or exist, which may have a material adverse effect on the Issuer or its ability to perform its obligations under this deed, the other Transaction Documents, the Debenture Trust Deed or the Securities; and
 - (bb) any change to the Act which may adversely affect the rights of a party lending to the Issuer or any receiver appointed by that party;
- (b) **Register:** cause the Registrar for that Series to keep the Register for the Series pursuant to the Agency Agreement;
- (c) **Agency Agreement:** comply with and perform all obligations under the Agency Agreement and not:
 - (i) terminate or enter into a new Agency Agreement;
 - (ii) modify any terms within an Agency Agreement; or
 - (iii) appoint, terminate or replace or consent to any replacement of a registrar, calculation agent or paying agent under an Agency Agreement,without the Subscriber's prior written consent (such consent to not be unreasonably withheld or delayed);
- (d) **Validity:** take all steps required under any applicable law to enable it to perform and comply fully with its obligations under this deed, the other Transaction Documents, the Debenture Trust Deed or the Securities or required on its part for the validity or enforceability of this deed, the other Transaction Documents, the Debenture Trust Deed and the Securities;
- (e) **Compliance with law:** duly comply with all laws except to the extent that, in its reasonable opinion, it determines that non-compliance is not material to the business or financial condition of the Issuer;

- (f) **Information on request:** subject to the Act and the Local Government Official Information and Meetings Act 1987, on request by the Subscriber, promptly provide the Subscriber any information which the Subscriber reasonably requires with respect to matters relating to the Financial Statements, other records of the Issuer and the financial position of the Issuer;
- (g) **Other information:** provide the Subscriber with copies of all information provided to the Trustee under the reporting covenants provisions in the Debenture Trust Deed;
- (h) **Ranking of obligations:** ensure that its obligations under this deed and in respect of the Securities are secured by the Debenture Trust Deed and rank, and will at all times rank, rateably and at least equally in right and priority of payment with all other first ranking secured money under the Debenture Trust Deed;
- (i) **New Security Stock Certificates:** where the Subscriber has sold some or all of the Securities held by it, at the Subscriber's request and subject to the Subscriber delivering to the Issuer for cancellation the existing Security Stock Certificate for the relevant Securities, issue and deliver to each of the Subscriber and the new Holder (as applicable) a new first ranking Security Stock Certificate (in a form acceptable to the Subscriber or the Holder (as applicable) acting reasonably) evidencing that the Issuer's obligations in relation to the Securities held by each of the Subscriber and Holder (as applicable) are secured pursuant to its Debenture Trust Deed. In the case of Securities lodged in NZClear, the references in this clause 7.1(i) to "Holder" shall be deemed to be the new holder of the beneficial interest in the Security (as shown in the records of NZClear). Where the Issuer delivers any such new Security Stock Certificate it shall also deliver a certificate of compliance for the purposes of section 118 of the Act in relation to each new Security Stock Certificate. Subject to the relevant Debenture Trust Deed, where the Subscriber is holding a Security Stock Certificate evidencing that the Issuer's obligations in relation to all Securities issued by it under this deed are secured pursuant to the relevant Debenture Trust Deed, the Issuer's obligation under this clause 7.1(i) to deliver a new first ranking Security Stock Certificate to the new Holder shall not be subject to the Subscriber delivering that Security Stock Certificate to the Issuer for cancellation; and
- (j) **Debenture Trust Deed:** not terminate or enter into a new Debenture Trust Deed, or modify any terms within the Debenture Trust Deed, without the Subscriber's prior written consent (such consent to not be unreasonably withheld or delayed);

- 7.1A **General undertakings in respect of CCO Issuers:** Except to the extent that the Subscriber and the relevant Issuer agree otherwise in the relevant Accession Deed:
- (a) **CCO Issuers:** each CCO Issuer undertakes to the Subscriber that it will, for so long as any Series issued by it is outstanding:
 - (i) **Notify the Subscriber:** after having actual notice, promptly notify the Subscriber of:
 - (aa) the occurrence of any Event of Default, Potential Event of Default or Event of Review in relation to it or its LA Shareholder and, upon receipt of a request to that effect, shall confirm in writing signed by an Authorised Signatory that except as previously notified to the Subscriber no Event of Default, Potential Event of Default or Event of Review has occurred in relation to it or its LA Shareholder;
 - (bb) each change in its Authorised Signatories, giving specimen signatures and evidence satisfactory to the Subscriber of the authority of each new Authorised Signatory;
 - (cc) each actual or potential invalidity or unenforceability of this deed, the other Transaction Documents, or any provision hereof or thereof;
 - (dd) any event or series of events, whether related or not, or any circumstances arise or exist, which may have a material adverse effect on the Issuer or any CCO Shareholder or its or any CCO Shareholder's ability to perform its obligations under this deed, the other Transaction Documents, the Debenture Trust Deed or the Securities;
 - (ee) any change to the Act, its constitution or any applicable law which may adversely affect the rights of a party lending to the Issuer or any receiver appointed by that party;
 - (ff) any proposed change to a CCO Shareholder;
 - (gg) any change or potential change to whether the Issuer is a CCO or a council-controlled trading organisation (as defined in the Act);

- (ii) **Register:** cause the Registrar for that Series to keep the Register for the Series pursuant to the Agency Agreement;
- (iii) **Agency Agreement:** comply with and perform all obligations under the Agency Agreement and not:
 - (aa) terminate or enter into a new Agency Agreement;
 - (bb) modify any terms within an Agency Agreement; or
 - (cc) appoint, terminate or replace or consent to any replacement of a registrar, calculation agent or paying agent under an Agency Agreement,without the Subscriber's prior written consent (such consent to not be unreasonably withheld or delayed);
- (iv) **Validity:** take all steps required under any applicable law to enable it to perform and comply fully with its obligations under this deed, the other Transaction Documents or the Securities or required on its part for the validity or enforceability of this deed, the other Transaction Documents and the Securities;
- (v) **Compliance with law:** duly comply with all laws except to the extent that non-compliance is not material to the business or financial condition of the Issuer;
- (vi) **Information on request:** on request by the Subscriber, promptly provide the Subscriber any information which the Subscriber reasonably requires with respect to matters relating to the Financial Statements, other records of the Issuer and the financial position of the Issuer;
- (vii) **Authorisations:** promptly:
 - (aa) obtain, comply with and do all that is necessary to maintain in full force and effect; and
 - (bb) supply certified copies to the Subscriber of,any authorisation required to perform its obligations under the Transaction Documents and to ensure the legality, validity, enforceability or admissibility in evidence of any Transaction Document and any material authorisation required for it to carry on its business;

- (viii) **Disposals:** not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset other than a permitted disposal (as specified in the relevant Accession Deed);
- (ix) **Merger:** not enter into any amalgamation, demerger, merger or corporate reconstruction other than a permitted merger (as specified in the relevant Accession Deed) or as permitted by the exceptions in clause 10.1A(h) of the Conditions;
- (x) **Change of business:** procure that no material change is made to the general nature of its business from that carried on when it acceded to this deed;
- (xi) **Insurance:** take out and maintain insurances with a reputable insurer in the manner and to the extent which is in accordance with prudent business practice having regard to the nature of its business and its assets (including all insurance required by applicable law), and ensure that the security interest created under any CCO Security is noted and maintained on each such policy (in accordance with usual market practice and excluding policies relating to employer's liability, workers compensation, public liability, product liability, directors and officers insurance, or any other insurance policy taken out for the benefit of a third party payee);
- (xii) **Restrictions on Distributions and other transactions:** not:
 - (aa) pay or make any Distribution, other than a permitted Distribution (as specified in the relevant Accession Deed);
 - (bb) reduce or pass a resolution to reduce its capital;
 - (cc) acquire any of its own equity securities (unless it is required to do so by law);
 - (dd) redeem any of its own equity securities which are redeemable at its option (whether or not they are also redeemable at the option of their holder);
 - (ee) alter or allow to be altered any term attaching to any of its own equity securities, in a manner which would cancel or reduce the

- liability of any shareholder in relation to an equity security held prior to that alteration;
- (ff) amend its constitutional documents or allow them to be amended in any manner which would be likely to have a prejudicial effect on the Subscriber; or
- (gg) move any of its property outside New Zealand other than in the ordinary course of ordinary business;
- (xiii) **Financial accommodation:** not provide financial accommodation, give a guarantee or indemnity or incur or permit to remain outstanding obligations to support any third party except permitted financial accommodation (as specified in the relevant Accession Deed);
- (xiv) **Pay taxes:** file all tax returns as required by law, and pay and discharge all taxes, assessments and governmental charges payable by it or on its assets prior to the date upon which penalties become payable, except only to the extent that those taxes, assessments or governmental charges are being contested in good faith by appropriate proceedings and adequate reserves and/or credit lines are set aside for their payment;
- (xv) **Acquisitions:** not:
- (aa) acquire any assets or make any other investment other than in the ordinary course of business; or
- (bb) acquire any equity securities or business,
- other than a permitted acquisition (as specified in the relevant Accession Deed);
- (xvi) **Corporate existence:** maintain its corporate existence (except as permitted by the exceptions in clause 10.1A(h) of the Conditions);
- (xvii) **Maintenance of assets:** maintain the property subject to any CCO Security in the manner that would be expected by a prudent person carrying on the Issuer's business;
- (xviii) **Arm's length dealings:** not enter into any transaction of any nature with, or for the benefit of, any person except on arm's length commercial terms;

- (xix) **Access:** if an Event of Default is continuing, permit the Subscriber and/or accountants or other professional advisers and contractors of the Subscriber free access at all reasonable times and on reasonable notice at the risk and cost of the Issuer to (i) its premises, assets, books, accounts and records and/or (ii) meet and discuss matters with its senior management for the purposes of monitoring compliance with the Transaction Documents;
- (xx) **Amendments to CCO Support Documents:** where the Subscriber intends to sell or has sold some or all of the Securities held by it, at the Subscriber's request:
 - (aa) agree to and execute amendments (and procure the agreement and execution of any other party) to any CCO Support Document such that the Subscriber and the new Holder (as applicable) both receive the benefit of the CCO Support Documents and the CCO Credit Support as received by the Subscriber under clause 2A; and
 - (bb) deliver a legal opinion from counsel acceptable to the Subscriber and in a form acceptable to the Subscriber relating to the Issuer and each CCO Shareholder's entry into each relevant CCO Support Document (including as amended pursuant to clauses 7.1A(a)(xx) or 7.1A(b)(ii)).

In the case of Securities lodged in NZClear, the references in this clause 7.1(a)(xx) to "Holder" shall be deemed to be the new holder of the beneficial interest in the Security (as shown in the records of NZClear); and
- (xxi) **Accession Deed:** comply with any other undertakings given by it set out in the relevant Accession Deed; and
- (b) **LA Shareholder:** each LA Shareholder undertakes to the Subscriber that it will, for so long as any Series issued by a relevant CCO Issuer is outstanding:
 - (i) **Ranking of obligations:** ensure that its obligations under any CCO Guarantee it has given in relation to a CCO Issuer are secured by the relevant Debenture Trust Deed and rank, and will at all times rank, rateably and at least equally in right and priority of payment with all other first ranking secured money under that Debenture Trust Deed;

- (ii) **Amendments to CCO Support Documents:** where the Subscriber intends to sell or has sold some or all of the Securities issued by the relevant CCO Issuer held by the Subscriber, at the Subscriber's request, agree to and execute amendments to any CCO Support Documents such that the Subscriber and the new Holder (as applicable) both receive the benefit of the CCO Support Documents and the CCO Credit Support as received by the Subscriber under clause 2A. In the case of Securities issued by the relevant CCO Issuer and lodged in NZClear, the references in this clause 7.1A(b)(ii) to "Holder" shall be deemed to be the new holder of the beneficial interest in the Security (as shown in the records of NZClear);

- (iii) **Notify the Subscriber:** after having actual notice, promptly notify the Subscriber of:
 - (aa) the occurrence of any Event of Default, Potential Event of Default or Event of Review in relation to a relevant CCO Issuer and, upon receipt of a request to that effect, shall confirm in writing signed by an Authorised Signatory that, except as previously notified to the Subscriber, no Event of Default, Potential Event of Default or Event of Review has occurred in relation to a relevant CCO Issuer;

 - (bb) each actual or potential invalidity or unenforceability of the Shareholder Transaction Documents, the Debenture Trust Deed or any provision thereof;

 - (cc) subject to the Act and the Local Government Official Information and Meetings Act 1987:
 - (A) any event or series of events, whether related or not, or any circumstances arise or exist, which may have a material adverse effect on the LA Shareholder or its ability to perform its obligations under the Shareholder Transaction Documents or the Debenture Trust Deed;

 - (B) any change to the Act which may adversely affect the rights of a party lending to the relevant CCO Issuer or any receiver appointed by that party; and

- (C) any event or series of events, whether related or not, or any circumstances arise or exist, which may have a material adverse effect on the relevant CCO Issuer or its ability to perform its obligations under this deed, the other Transaction Documents (in relation to that CCO Issuer) or the Securities (issued by that CCO Issuer);
- (dd) any change or potential change to whether a CCO Issuer is a CCO or a council-controlled trading organisation (as defined in the Act);
- (iv) **Validity:** take all steps required under any applicable law to enable it to perform and comply fully with its obligations under the Shareholder Transaction Documents or required on its part for the validity or enforceability of the Shareholder Transaction Documents;
- (v) **Compliance with law:** duly comply with all laws except to the extent that, in its reasonable opinion, it determines that non-compliance is not material to its business or financial condition;
- (vi) **Information on request:** subject to the Act and the Local Government Official Information and Meetings Act 1987, on request by the Subscriber, promptly provide the Subscriber any information which the Subscriber reasonably requires with respect to matters relating to records of the relevant CCO Issuer and the financial position of the relevant CCO Issuer;
- (vii) **Other information:** provide the Subscriber with copies of all information provided to the Trustee under the reporting covenants provisions in the Debenture Trust Deed;
- (viii) **Debenture Trust Deed:** not terminate or enter into a new Debenture Trust Deed, or modify any terms within the Debenture Trust Deed, without the Subscriber's prior written consent (such consent to not be unreasonably withheld or delayed); and
- (ix) **Accession Deed:**
- (aa) comply with all undertakings given by it in the relevant Accession Deed; and

- (bb) use its reasonable endeavours to procure each relevant CCO Issuer complies with all undertakings given by it under this deed and the relevant Accession Deed.

7.2 **Financial records:** Each Issuer undertakes to the Subscriber to keep proper books of account as required pursuant to the Act and to have such accounts audited, in each case in accordance with all applicable legislation, and (subject to the Act and the Local Government Official Information and Meetings Act 1987 (if applicable)) permit the Subscriber to have access to such accounts (and any other information relating to the financial position of the Issuer) on the provision of reasonable prior notice.

7.3 **Financial Statements:** Each Issuer undertakes to the Subscriber that it will deliver to the Subscriber:

- (a) not later than five months after the end of each of its financial years a copy of the latest Financial Statements for the preceding financial year; and
- (b) if it produces financial statements for a financial half-year, not later than three months after the end of each of its financial half-years, a copy of the latest financial statements for the preceding half-year, such financial statements not required to be audited.

7.4 **Offer documents:** Each Issuer undertakes to the Subscriber that:

- (a) it will promptly:
 - (i) and in any event within 15 Business Days following receipt of a request from the Subscriber, provide the Subscriber with all information in relation to itself which the Subscriber reasonably requests for the purposes of preparing an offering document. The information provided by the Issuer under this clause 7.4(a)(i) and clause 7.4(b) being, "**Disclosure Information**"; and
 - (ii) in any event within 10 Business Days following receipt of a draft offering document from the Subscriber, (acting reasonably and in writing) approve, or provide suggested amendments to, statements in the draft offering document relating to the Issuer, as identified in writing by the Subscriber when providing the draft offering document to the Issuer ("**Verified Statements**"). Nothing in this clause 7.4 entitles the Issuer to suggest amendments to any statement in a draft offering document other than those which relate to itself; and

- (b) if it becomes aware of any event having occurred as a result of which any Verified Statement or Disclosure Information would:
 - (i) be false or misleading, or likely to mislead;
 - (ii) not be true and accurate in all material respects; or
 - (iii) omit any fact in relation to the Issuer the omission of which would make misleading in any material respect any Verified Statement or Disclosure Information,

it will promptly notify the Subscriber and provide the Subscriber with any information required by the Subscriber in order to amend or supplement the relevant Offering Document within 10 Business Days of receipt of a request from the Subscriber. The provisions of clause 7.4(a)(ii) shall apply to any draft amendment or supplement to any Offering Document as if such document was a "draft offering document", provided that the timeframe in clause 7.4(a)(ii) shall be deemed to be 5 Business Days.

7.5 Financial Covenants: Each Issuer shall:

- (a) in the case of an Issuer that is a Local Authority, procure that as at each Test Date for the financial year ending on that Test Date:
 - (i) the ratio that Net Debt bears to Total Revenue expressed as a percentage does not exceed 175%;
 - (ii) the ratio that Net Interest bears to Total Revenue expressed as a percentage does not exceed 20%;
 - (iii) the ratio that Net Interest bears to Annual Rates Income expressed as a percentage does not exceed 25%; and
 - (iv) the ratio that Available Financial Accommodation bears to External Indebtedness expressed as a percentage is not less than 110%;

or such other percentages applicable to the Issuer (including percentages contemplated by the foundation policies of the Subscriber) as agreed in writing by the Issuer and the Subscriber from time to time. The financial covenants in this clause 7.5(a) must be tested on the Issuer only, provided that:

- (A) where the Issuer is also a LA Shareholder, the financial covenants must be tested on both the Issuer and Consolidated

Group basis, however in such circumstance there is no consequence to the Issuer for any breach of the financial covenants when tested on a Consolidated Group basis; and

(B) subject to clause 7.5(a)(iv), where agreed in writing by the Subscriber and the Issuer, the financial covenants must be tested on a Consolidated Group basis only;

- (ab) in the case of a CCO Issuer, comply with the financial covenants (if any) specified in the relevant Accession Deed as at each Test Date for the financial year ending on that Test Date or such other covenants applicable to the Issuer as agreed in writing by the Issuer and the Subscriber from time to time;
- (b) on the same date as it delivers its Financial Statements to the Subscriber pursuant to clause 7.3(a) deliver to the Subscriber a completed Compliance Certificate signed by an Authorised Signatory of the Issuer in respect of the relevant Test Date. Each such Compliance Certificate shall certify as to the Issuer's compliance with the financial covenants in, or referred to in, this clause 7.5 as at the relevant Test Date and contain reasonably detailed calculations detailing compliance with the financial covenants. Where the Subscriber and the Issuer agree alternative percentages in accordance with clause 7.5(a) or 7.5(ab), they may also agree alternative and/or additional reporting requirements from those provided for by this clause 7.5(b); and
- (c) in the case of an Issuer that is a Local Authority, include within its Financial Statements (which may include the notes thereto) its Annual Rates Income as a separate identifiable amount.

7.6 **Redemption following breach of Financial Covenants:** If an Issuer breaches any of the financial covenants in, or referred to in, clause 7.5, the Subscriber may by notice to the Issuer require that the Subscriber and the Issuer enter into negotiations in good faith with a view to agreeing terms on which the Subscriber is prepared to continue to subscribe for, or hold, Securities issued by the Issuer under this deed. If after 30 days from the date of the notice the Subscriber and the Issuer have not agreed upon such terms, the Subscriber may, by giving written notice ("**Redemption Notice**") to the Issuer, require the Issuer to redeem all Securities issued by the Issuer that are at that time held by the Subscriber in full together with accrued and unpaid interest thereon on the date specified in the Redemption Notice (such date to be not less than 5 Business Days after the date of the notice). A failure to comply with the Redemption Notice shall constitute an Event of Default in respect of that Issuer, in which case the Subscriber shall be entitled to exercise its rights as a Holder under clause 10.2 of the Conditions applicable to that Issuer's Securities.

- 7.7 **Redemption of EC Securities:** If the board of directors of the Subscriber determines there is a risk of imminent default by the Subscriber under the terms of any of its Borrowed Money Indebtedness, the Subscriber may, by giving written notice to each Issuer with outstanding EC Securities ("**Redemption Notice**"), require each Issuer to redeem such number of EC Securities (as is determined by the Subscriber) issued by that Issuer that are at that time held by the Subscriber in full together with accrued and unpaid interest thereon on the date specified in the Redemption Notice (such date to be not less than 10 Business Days after the date of the notice). If a Redemption Notice is given in accordance with this clause 7.7, the redemption shall be required proportionately across all EC Securities so that the proportionate amount of EC Securities held by the Subscriber from each Issuer remains unchanged following the redemption (unless all EC Securities are redeemed). A failure by an Issuer to comply with the Redemption Notice shall constitute an Event of Default in respect of such Issuer, in which case the Subscriber shall be entitled to exercise its rights as a Holder under clause 10.2 of the Conditions.
- 7.8 **Redemption in relation to CCO Issuer:** Except to the extent that the Subscriber and the relevant CCO Issuer agree otherwise in the relevant Accession Deed, if, whether or not within the control of the CCO Issuer, any one or more of the following occurs:
- (a) **Change of control:** in the opinion of the Subscriber, due to a change in law or otherwise (including a change in CCO Shareholder) the creditworthiness of a party to a CCO Support Document (including any CCO Shareholder) is materially weaker immediately after such change; or
 - (b) **Breach of representation:** any representation or warranty made or deemed to be made by the Issuer or a CCO Shareholder in or pursuant to any Transaction Document or Shareholder Transaction Document or in any notice, certificate, statement or other document contemplated by or made or delivered pursuant to any Transaction Document or Shareholder Transaction Document is or was untrue or incorrect in any material respect when made, deemed to be repeated or delivered, and if capable of being remedied in the opinion of the Subscriber, has not been remedied within 30 days after receipt by the Issuer of a notice in writing from the Subscriber specifying the relevant representation or warranty and requiring it to be remedied; or
 - (c) **Breach of undertakings:** the Issuer or CCO Shareholder commits any breach of, or omits to observe, any of its undertakings or obligations under any Transaction Document or a Shareholder Transaction Document (but in each case excluding any CCO Support Document, which is addressed at clause 10.1A(b) of the Conditions) and, in respect of any such breach or omission which is capable of being remedied, such breach or omission is not remedied within 30 days after

receipt by the Issuer of a notice in writing from the Subscriber specifying the breach or omission and requiring it to be remedied; or

- (d) **Additional termination event:** an additional termination event specified by the Subscriber in a relevant Accession Deed occurs in respect of that Issuer or the relevant LA Shareholder,

then the Subscriber may, by giving written notice ("**Redemption Notice**") to the Issuer, require the Issuer to redeem all Securities issued by the Issuer that are at that time held by the Subscriber in full together with accrued and unpaid interest thereon on the date specified in the Redemption Notice (such date to be not less than 5 Business Days after the date of the notice). A failure to comply with the Redemption Notice shall constitute an Event of Default in respect of that Issuer, in which case the Subscriber shall be entitled to exercise its rights as a Holder under clause 10.2 of the Conditions applicable to that Issuer's Securities.

- 7.9 **Redemption in relation to cross-default:** Except to the extent that the Subscriber and the relevant CCO Issuer agree otherwise in the relevant Accession Deed or as otherwise agreed in writing with the Subscriber, if, whether or not within the control of the Issuer, any one or more of the following occurs:

- (a) any financial indebtedness of the Issuer owed to the Subscriber is not paid when due nor within any originally applicable grace period; or
- (b) any financial indebtedness of the Issuer owed to the Subscriber is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an enforcement event, event of default or review event (however described),

then the Subscriber may, by giving written notice ("**Redemption Notice**") to the Issuer, require the Issuer to redeem all Securities issued by the Issuer that are at that time held by the Subscriber in full together with accrued and unpaid interest thereon on the date specified in the Redemption Notice (such date to be not less than 5 Business Days after the date of the notice). A failure to comply with the Redemption Notice shall constitute an Event of Default in respect of that Issuer, in which case the Subscriber shall be entitled to exercise its rights as a Holder under clause 10.2 of the Conditions applicable to that Issuer's Securities.

8. PAYMENT FOR EC SECURITIES

- 8.1 On the Issue Date for each Tranche of EC Securities, unless the Subscriber and the relevant Issuer agree otherwise, the Subscriber's obligation to pay the aggregate Issue Price for the Tranche of EC Securities automatically shall be set-off against the Issuer's obligation to pay the Exercise Price for the related Commitment Shares under the Equity Commitment Deed.

9. REBATES

9.1 The Subscriber may, at its discretion, in accordance with the rebate policy (if any) contained in the Policies, rebate to an Issuer all or part of the interest received by the Subscriber from the Issuer in relation to Securities issued by the Issuer under this deed. The Subscriber shall be under no obligation whatsoever to make any such rebate.

10. ISSUER INDEMNITY

10.1 **Indemnities:** Each Issuer indemnifies the Subscriber against any expense, damage, liability or loss arising from, and any costs incurred (as to which a certificate of the Subscriber shall in the absence of manifest or proven error be conclusive) in connection with (including any loss incurred by the Subscriber in terminating arrangements it has made with others to fund (or maintain its funding of) its subscription of the Securities):

- (a) the Issuer failing to issue Securities by reason of non-fulfilment of any of the conditions in clause 4.5; or
- (b) any amount payable by the Issuer under this deed not being paid when due; or
- (c) the occurrence or continuance of any other Event of Default in respect of the Issuer; or
- (d) the receipt or recovery by the Subscriber of all or any part of any amount payable by the Issuer hereunder (by prepayment or acceleration or otherwise) otherwise than on the due date relating to such amount; or
- (e) any actual or alleged breach by the Issuer of any representation, warranty or undertaking set out in this deed.

10.2 **Payment of indemnity:** Each Issuer agrees to pay all amounts due under this indemnity on demand from the Subscriber.

10.3 **Separate Obligations:** The indemnities in this clause 10 shall respectively:

- (a) constitute obligations separate and independent from each other and the other obligations under this deed;
- (b) give rise to separate and independent causes of action; and
- (c) continue in full force and effect despite any judgment, order, claim or proof for any liquidated amount under this deed or any judgment or order.

- 10.4 **No prejudice:** Save as expressly agreed by the Subscriber, no release, delay, forbearance, compromise or any other indulgence given by the Subscriber to the Issuer or any amendment, alteration or other variation of any provisions of this deed shall discharge, release, prejudice or affect the liability of the Issuer under this clause 10.
- 10.5 **Irrevocability:** This clause 10 is unconditional and irrevocable and, save as expressly agreed in writing by the Subscriber, is not to be discharged or impaired by any act, omission, matter or thing that might discharge or impair it, but for this clause.

11. NOTICES

- 11.1 **Writing:** Each notice or other communication to be given or made under this deed to any person must:
- (a) **Writing:** be given or made in writing by email or letter and be signed by the sender or an authorised officer or signatory of the sender;
 - (b) **Address:** be given or made to the recipient at the address or email address, and marked for the attention of the person (if any), from time to time designated by the recipient to the other for the purposes of this deed;
 - (c) **Deemed delivery:** not be effective until received by the recipient, and any such notice or communication shall be deemed to be received:
 - (i) (if given or made by letter) when left at the address of the recipient or 5 Business Days after being put in the post, postage prepaid, and addressed to the recipient at that address; or
 - (ii) (if given or made by email) when dispatched in tangible, readable form by the sender to the email address advised by the recipient from time to time,

provided that any notice or communication received or deemed received after 5pm on a working day in the place to which it is sent, or on a day which is not a working day in that place, shall be deemed not to have been received until the next working day in that place.

- 11.2 **Initial address and numbers:** The initial address, email address and person (if any) designated for the purposes of this deed, are set out below:

- (a) **The Issuers:** those details set out under the heading "Details for notices" for the relevant Issuer in schedule 1 or otherwise provided in the relevant Accession Deed.

- (b) **The Subscriber:**
 - City Chambers
 - Level 8
 - 142 Featherston Street
 - PO Box 5704
 - Wellington 6145

Email: lgfa@lgfa.co.nz
Attention: Chief Executive

12. AMENDMENTS

- 12.1 This deed shall not be amended except with the written agreement of the Subscriber and all of the Issuers.

13. MISCELLANEOUS

- 13.1 **Waivers and remedies:** Time shall be of the essence in this deed but no delay in acting, or failure to act, by the Subscriber or the Issuer is a waiver of any of the Subscriber's or the Issuer's rights. The rights provided in this deed do not exclude any rights provided by law.
- 13.2 **Partial invalidity:** An invalid provision in this deed shall not affect the enforceability of the remaining provisions of this deed.
- 13.3 **Survival:** The indemnities given in this deed will survive the repayment of all the Securities and the termination of this deed.
- 13.4 **Counterparts:** This deed may be signed in any number of counterparts, all of which together constitute one and the same instrument, and any of the parties may execute this deed by signing any such counterpart.
- 13.5 **Debenture Trust Deed Notifications:** The Subscriber shall:
 - (a) within one Business Day of receipt of a written request from an Issuer that is a Local Authority or that Issuer's Trustee, notify that Issuer and that Issuer's Trustee (in writing) of the "nominal amount" of the Security Stock:

- (i) held by the Subscriber in respect of that Issuer's obligations under each of this deed, the Securities and, where that Issuer is a Guarantor, the Equity Commitment Deed; and
- (ii) where that Issuer is a Guarantor, held by the Security Trustee in respect of that Issuer's obligations under the Guarantee,

in each case as at the date of the Subscriber's notification;

- (b) to the extent known by the Subscriber, notify each Issuer (in writing) of any Event of Default affecting any other Issuer as soon as practicable after its occurrence and of the steps taken or proposed to be taken by the Subscriber in relation to such Event of Default, provided that:

- (i) the Subscriber's obligation under this clause 13.5(b) only applies in respect of Securities of which it is the Holder; and
- (ii) the Subscriber shall not be liable for:
 - (aa) any failure to provide such notification to an Issuer; and
 - (bb) any inaccuracy or incomplete information given in a notification, provided the notification is given by the Subscriber in good faith; and

- (c) promptly notify each Issuer (in writing) if the board of directors of the Subscriber determines that there is a risk of imminent default by the Subscriber under the terms of any of its Borrowed Money Indebtedness.

13.6 **Consent to notification:** Each Issuer consents to the Subscriber providing each other Issuer the information set out in clause 13.5.

14. GOVERNING LAW

14.1 This deed shall be governed by New Zealand law.

15. NO CROWN GUARANTEE

15.1 The parties acknowledge that the obligations and liabilities of the Subscriber and any Issuer that is a Local Authority under this deed are not guaranteed by the Crown.

SIGNED AS A DEED

[Original execution blocks intentionally deleted]

SCHEDULE 1

Principal Shareholders

Local Authority name:	Debenture Trust Deed details:	Details for notices:
Auckland Council	Debenture Trust Deed between Auckland Council and Trustees Executors Limited dated 2 December 2010, as amended from time to time and most recently on 25 May 2016.	Delivery Address: 135 Albert Street Auckland 1010 Postal Address: Private Bag 92300 Victoria Street West Auckland 1142 Email: john.bishop@aucklandcouncil.govt.nz Attention: John Bishop, Group Treasurer
Bay Of Plenty Regional Council	Debenture Trust Deed between Bay of Plenty Regional Council and Trustees Executors Limited dated on or about 30 November 2011.	Delivery Address: 5 Quay Street Whakatāne Postal Address: P O Box 364 Whakatāne 3158 Email: mat.taylor@boprc.govt.nz Attention: Mat Taylor
Christchurch City Council	Debenture Trust Deed between Christchurch City Council and Trustees Executors Limited dated 26 March 2007, as amended from time to	Delivery Address: Civic Offices 53 Hereford Street Christchurch Postal Address: P O Box 73016 Christchurch 8154

	time and most recently on 30 November 2011.	Email: Treasury@ccc.govt.nz
		Attention: Andrew Jefferies
Hamilton City Council	Debenture Trust Deed between Hamilton City Council and Trustees Executors Limited dated 19 June 2001, as amended from time to time and most recently on 30 November 2011.	Delivery Address: 260 Anglesea Street Council Building Garden Place Hamilton 3240 Postal Address: Private Bag 3010 Hamilton 3240 Email: david.bryant@hcc.govt.nz Attention: David Bryant
Hastings District Council	Debenture Trust Deed between Hastings District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 16 March 2007, as amended from time to time and most recently on 30 November 2011.	Delivery Address: 207 Lyndon Road East Hastings 4122 Postal Address: Private Bag 9002 Hastings 4156 Email: brucea@hdc.govt.nz Attention: Bruce Allan
Masterton District Council	Debenture Trust Deed between Masterton District Council and Trustees Executors Limited dated 26 June 2007, as amended from time to time and most	Delivery Address: 27 Lincoln Road Masterton 5810 Postal Address: PO Box 444 Masterton 5840

	recently on 30 November 2011.	Email: davidp@mstn.govt.nz
		Attention: Manager Finance
New Plymouth District Council	Debenture Trust Deed between New Plymouth District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 21 May 2009, as amended from time to time and most recently on 30 November 2011.	<p>Delivery Address: Liardet St New Plymouth</p> <p>Postal Address: Private Bag 2025 New Plymouth 4342</p> <p>Email: alison.trustrumrainey@npdc.govt.nz / carla.freeman@npdc.govt.nz</p> <p>Attention: Alison TrustrumRainey / Carla Freeman</p>
Ōtorohanga District Council	Debenture Trust Deed between Ōtorohanga District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 30 November 2011.	<p>Delivery Address: 17 Maniapoto Street Ōtorohanga 3940</p> <p>Postal Address PO Box 11 Ōtorohanga 3940</p> <p>Email: grahamb@otodc.govt.nz</p> <p>Attention: Graham Bunn</p>
Selwyn District Council	Debenture Trust Deed between Selwyn District Council and Trustees Executors Limited dated 17 July 2009, as amended from time to time and most recently on 30 November 2011.	<p>Delivery Address: 2 Norman Kirk Drive Rolleston</p> <p>Postal Address: P O Box 90 Rolleston 7643</p> <p>Email: Treasury.management@selwyn.govt.nz</p>

		Attention: Greg Bell
South Taranaki District Council	Debenture Trust Deed between South Taranaki District Council and Trustees Executors Limited dated 21 December 2007, as amended from time to time and most recently on 30 November 2011.	Delivery Address: 105-111 Albion Street Hawera 4610 Postal Address: Private Bag 902 Hawera 4640 Email: vipul.mehta@stdc.govt.nz
		Attention: Vipul Mehta
Tasman District Council	Debenture Trust Deed between Tasman District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 7 July 2010, as amended from time to time and most recently on 30 November 2011.	Delivery Address: 189 Queen Street, Richmond, Nelson 7050 Postal Address Private Bag 4 Richmond, Nelson 7050 Email: treasury@tasman.govt.nz Attention: Corporate Services Manager

Taupo District Council	Debenture Trust Deed between Taupo District Council and Trustees Executors Limited dated 19 October 2009, as amended from time to time and most recently on 30 November 2011.	Delivery Address: 72 Lake Terrace Taupo 3330 Postal Address: Private Bag 2005 Taupo 3352 Email: nward@taupo.govt.nz
Tauranga City Council	Debenture Trust Deed between Tauranga District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 11 August 1998, as amended from time to time and most recently on 7 September 2012.	Attention: Neil Ward Delivery Address: 91 Willow Street Tauranga 3143 Postal Address: Private Bag 12022 Tauranga 3143 Email: treasury.settlements@tauranga.govt.nz Attention: Mohan De Mel

Waipa District Council	Debenture Trust Deed between Waipa District Council and Trustees Executors Limited dated 16 May 2007, as amended from time to time and most recently on 30 November 2011.	Delivery Address: 101 Bank Street Te Awamutu Postal Address: Private Bag 2402 Te Awamutu 3800 Email: Farrah.Templeton@waipadc.govt.nz Sarah.Davies@waipadc.govt.nz Ken.Morris@waipadc.govt.nz Attention: Ken Morris
Wellington City Council	Debenture Trust Deed between Wellington City Council and Trustees Executors Limited dated 11 May 2005, as amended from time to time and most recently on 5 December 2011.	Delivery Address: Wellington City Council 113 The Terrace Wellington Postal Address: PO Box 2199 Wellington 6140 Email: martin.read@wcc.govt.nz Attention: Martin Read
Wellington Regional Council	Debenture Trust Deed between Wellington Regional Council and Trustees Executors Limited dated 23 November 2011.	Delivery Address: Shed 39, 2 Fryatt Quay, Pipitea Wellington 6011 Postal Address: P O Box 11646 Manners Street Wellington 6142 Email: mike.timmer@gw.govt.nz matthias.zuschlag@gw.govt.nz

Western Bay Of Plenty District Council	Debenture Trust Deed between Western Bay of Plenty District Council and Trustees Executors Limited dated 8 October 1999, as amended from time to time and most recently on 30 November 2011.	Attention: Mike Timmer Delivery Address: Barkes Corner Greerton Tauranga Postal Address: Private Bag 12803 Tauranga 3143 Email: kumaren@perumal@westernbay.govt.nz
Whangarei District Council	Debenture Trust Deed between Whangarei District Council and Trustees Executors Limited (formerly Tower Trust Limited) dated 10 June 2002, as amended from time to time and most recently on 30 November 2011.	Attention: Kumaren Perumal Delivery Address: Forum North Rust Avenue Whangarei Postal Address: Private Bag 9023 Whangarei 0148 Email: alan.adcock@wdc.govt.nz
		Attention: Alan Adcock

SCHEDULE 2

Conditions

The following are the Conditions which will apply to each Tranche issued by an Issuer under the Multi-issuer Deed. The applicable Final Terms in relation to a Tranche may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Conditions, replace or modify the Conditions applicable to the Tranche. References in these Conditions to the "Issuer" means the Issuer specified in the applicable Final Terms.

1. INTERPRETATION

1.1 **Definitions:** In these Conditions, unless the context otherwise requires:

"**Act**" means the Local Government Act 2002.

"**Agency Agreement**" means, in relation to the Issuer and a Series, the agency agreement between the Issuer and the person appointed as Registrar for the Series, as specified in the applicable Final Terms.

"**Amortisation Date**" means, in respect of an Amortising Security, each date (other than the Maturity Date) for the repayment of part of the Principal Amount of that Amortising Security, being the dates specified as such in the applicable Final Terms.

"**Amortising Security**" means a Security (whether a Fixed Rate Security or a Floating Rate Security) the Principal Amount or part of the Principal Amount of which is repayable on the scheduled Amortisation Dates for that Security.

"**Approved Issuer Levy**" means, in relation to any payment of interest (as defined in section 86F of the Stamp and Cheque Duties Act 1971) under any Security, the levy payable by the Issuer in accordance with section 86J of the Stamp and Cheque Duties Act 1971.

"**Base Rate**" means, in relation to an Interest Period:

(a) **Bill rate:**

- (i) if the Interest Period is 1, 2, 3, 4, 5, or 6 months, the mid rate (rounded upwards, if necessary, to the nearest four decimal places) as displayed at or about 10.45am on the first day of that Interest Period on the Reuters Monitor Screen page BKBM (or its successor page) ("**Reuters Monitor Screen**") for bank bills having a term approximately equal to that Interest Period; or

- (ii) if the Interest Period is longer than 1 month but shorter than 6 months, and not 2, 3, 4, or 5 months, the rate resulting from straight line interpolation (rounded upwards, if necessary, to the nearest four decimal places) between the mid rates as displayed at or about 10.45am on the first day of that Interest Period on the Reuters Monitor Screen for bank bills having a term:
 - (aa) shorter than, but closest to, that Interest Period; and
 - (bb) longer than, but closest to, that Interest Period; or
 - (iii) (in either case) if there are no such rates displayed for bank bills having the relevant term, then the average (rounded upwards if necessary to the nearest four decimal places) of the rates quoted to the Registrar for the relevant Series by each of the Reference Banks (or such one or more of them as are quoting) as being its buy rate for bank bills at or about that time on that date; or
 - (iv) if the rate cannot be determined pursuant to paragraphs (i) to (iii) above, the rate determined by the Registrar (following consultation with the Holder).
- (b) **Swap Rate:** a rate equal to the floating rate that would be determined by the Registrar or other person specified in the applicable Final Terms under an interest rate swap transaction if the Registrar or that other person were acting as calculation agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the Securities and under which:
- (i) the floating rate option is as specified in the applicable Final Terms;
 - (ii) the designated maturity is the period specified in the applicable Final Terms; and
 - (iii) unless otherwise stated in the applicable Final Terms, the relevant reset date is the first day of that Interest Period.
- (c) **Other specified rate:** any other reference rate as may be specified in the Final Terms for a Tranche,

in each case as set out in the applicable Final Terms.

"Business Day" means a day (other than a Saturday, Sunday or public holiday) on which registered banks are generally open for business in Christchurch, Wellington and Auckland.

"CCO" means a "council-controlled organisation" as defined in the Act, but excludes:

- (a) a council-controlled organisation that is not a company; and
- (b) a council-controlled organisation in which the equity securities held or controlled, directly or indirectly, by one or more Local Authorities carry less than (in aggregate) 51% of the voting rights at a meeting of the shareholders of that council-controlled organisation.

"CCO Credit Support" means, in relation to a CCO Issuer, any combination of the following:

- (a) a CCO Security;
- (b) a CCO Negative Pledge and Covenant;
- (c) a CCO Guarantee;
- (d) where a LA Shareholder provides a CCO Guarantee, the Security Stock issued by the LA Shareholder in respect of its obligations under the CCO Guarantee; and/or
- (e) any other security arrangements,

as specified in the applicable Final Terms.

"CCO Guarantee" means, in relation to a CCO Issuer, a guarantee and indemnity made by one or more CCO Shareholders (subject to any applicable laws) in favour of (amongst others) the Holder in respect of the indebtedness of that CCO Issuer.

"CCO Issuer" means an Issuer that is a CCO.

"CCO Negative Pledge and Covenant" means the undertakings given by a CCO Issuer in favour of the Holder and, set out in the applicable Final Terms, relating to:

- (a) for so long as any Series issued by the Issuer is outstanding, the restrictions on the creation or subsistence of any security interest over the whole or any part of its assets, other than a permitted security interest (as specified in the applicable Final Terms);
- (b) for so long as any Series issued by the Issuer is outstanding, the amount of its indebtedness relative to the aggregate amount uncalled and unpaid in respect of

equity securities in the Issuer owned legally and beneficially by the CCO Shareholders; and

- (c) if applicable, calling up and/or demanding payment of, the whole or part (as specified in the request from the Holder) of the amount uncalled and/or unpaid in respect of the equity securities referred to in paragraph (b) on written request from a Holder, provided that such request may only be made following the occurrence of an Event of Default that is continuing.

"CCO Security" means, in relation to a CCO Issuer, a first ranking security interest in all of the CCO Issuer's property (including any rights of the CCO in respect of any amounts uncalled and/or unpaid in respect of equity securities owned legally and/or beneficially by the CCO Shareholders).

"CCO Shareholder" means a LA Shareholder or an Other Shareholder.

"CCO Support Document" means, in relation to a CCO Issuer, any document in relation to CCO Credit Support, as specified in the applicable Final Terms.

"Class" means a category of Securities which in the reasonable opinion of the Issuer at any particular time, for any particular purpose, constitutes a separate class of Securities and

"Class of Holders" means the Holders of those Securities.

"Companies Act" means the Companies Act 1993.

"Debenture Trust Deed" means, in relation to a Local Authority, the debenture trust deed made by that Local Authority, under which certain of the Local Authority's indebtedness may, from time to time, be secured by the issuing of Security Stock.

"Default Interest" has the meaning given in clause 6.6.

"Enforcement Event" has the meaning given to it in the Debenture Trust Deed.

"Event of Default" means any of the events specified in clause 10.1 or 10.1A (as applicable).

"Extraordinary Resolution" has the meaning set out in the schedule to these Conditions.

"Final Terms" means:

- (a) in relation to a Series or Tranche of EC Securities (as defined in the Multi-issuer Deed), the document entitled **"Final Terms"** signed by the Issuer and the original subscriber; and

- (b) in relation to a Series or Tranche of any other Securities, the document entitled "**NZ Local Government Funding Agency Term Sheet**" signed by an authorised signatory of the original subscriber,

in either case, that supplements these Conditions and may specify other terms and conditions which shall, to the extent inconsistent with these Conditions, replace or modify these Conditions with respect to the Tranche.

"Fixed Rate Security" means a Security bearing a fixed rate of interest.

"Floating Rate Security" means a Security bearing interest at a margin over the Base Rate.

"FMC Act" means the Financial Markets Conduct Act 2013.

"Holder" means, in relation to the Issuer at any time, the person whose name is recorded in the Register as the holder of a Security issued by the Issuer at that time.

"Insolvency Event" means, in relation to a CCO Issuer or any CCO Shareholder, any "Insolvency Event" specified in the applicable Final Terms.

"Interest Payment Date" means:

- (a) in relation to a Floating Rate Security, the last day of each Interest Period for that Floating Rate Security; and
- (b) in relation to a Fixed Rate Security, the quarterly, semi-annual or annual dates fixed at the time of issue of that Security for the payment of interest in respect of that Security as specified in the Final Terms and recorded as such in the Register.

"Interest Period" means, in relation to a Floating Rate Security, a period determined in accordance with clause 7.1(a) in respect of that Security.

"Interest Rate" means, in relation to a Security, the rate of interest (if any) payable in respect of that Security (which may be a fixed rate or a margin over the Base Rate) specified in the applicable Final Terms and recorded as such in the Register.

"Issue Date" means, in relation to a Security, the date on which that Security is issued, being the date specified as such in the applicable Final Terms and recorded as such in the Register.

"Issue Price" means, in relation to a Tranche, the Issue Price specified in the applicable Final Terms.

"LA Shareholder" means, in relation to a CCO Issuer, each Local Authority that holds or controls (directly or indirectly) any equity securities of that CCO Issuer.

"Local Authority" means a local authority as defined in the Act.

"Margin" means, in relation to a Floating Rate Security, the margin specified in the applicable Final Terms and recorded as such in the Register.

"Maturity Date" means, in relation to a Security, the date for the repayment of the Security, being the date specified in the applicable Final Terms and recorded as such in the Register.

"Minimum Subscription Amount" means, in relation to a Tranche, the minimum subscription amount of the Tranche, being the amount specified as such in the applicable Final Terms and recorded as such in the Register.

"Multi-issuer Deed" means the deed dated on or about 7 December 2011 (as amended and restated from time to time) between New Zealand Local Government Funding Agency Limited and various Local Authorities entitled **"Multi-issuer Deed"**.

"NZClear" means the securities clearing and settlement facility known as the NZClear New Zealand System or any other securities clearing and/or settlement facility which replaces or supersedes it from time to time.

"NZ Dollars" or **"\$"** means the lawful currency of New Zealand.

"Other Shareholder" means, in relation to a CCO Issuer, a person that is not a Local Authority that holds or controls (directly or indirectly) any equity securities of that CCO Issuer.

"Principal Amount" means, in relation to a Security, the amount (other than interest) payable on redemption or repayment of the Security, being the amount specified as such in the applicable Final Terms and recorded as such in the Register or, as the context may require, in relation to an Amortising Security, the principal amount thereof for the time being outstanding, as reduced in accordance with clause 6.3 of these Conditions.

"Record Date" means, in relation to a payment due on a Security, 5.00pm on the tenth day before the due date for that payment or, if that day is not a Business Day, the preceding Business Day.

"Reference Banks" means ANZ Bank New Zealand Limited, Bank of New Zealand, ASB Bank Limited and Westpac New Zealand Limited.

"Register" means, in relation to a Series issued by the Issuer, the register of Securities maintained by the Registrar for the Series in accordance with these Conditions and the Agency Agreement.

"Registrar" means, in relation to a Series issued by the Issuer, the person named in the Agency Agreement and specified in the applicable Final Terms as the registrar, calculation agent and paying agent for the Series, or any successor agent appointed under the Agency Agreement in relation to the Series.

"RWT-Exempt Status" means "RWT-exempt status" as defined in the Taxation (Annual Rates for 2017–18, Employment and Investment Income, and Remedial Matters) Act 2018.

"Security" means a security issued under the Multi-issuer Deed and constituted by, and subject to the terms and conditions set out in, these Conditions, and includes an Amortising Security, a Fixed Rate Security, a Floating Rate Security, a Zero Coupon Security or any other type of security agreed from time to time by the Issuer and the initial subscriber for the security.

"Security Stock" means Security Stock as defined in the Debenture Trust Deed.

"Security Stock Certificate" means a Security Stock Certificate as defined in the Debenture Trust Deed.

"Series" means a Tranche of Securities together with any further Tranche or Tranches of Securities which are (i) expressed to be consolidated and form a single series; and (ii) identical in all respects except for their respective Issue Dates, first Interest Payment Dates and/or Issue Prices.

"Stock" has the meaning given to it in the Debenture Trust Deed.

"Tranche" means Securities of the same Series in respect of which all terms are identical.

"Trustee" means the trustee or supervisor as defined in the relevant Debenture Trust Deed.

"Zero Coupon Security" means a Security in respect of which no interest is payable, issued or to be issued by the Issuer at a discount to its Principal Amount.

1.2 **References:** Except to the extent that the context otherwise requires, any reference in these Conditions to:

a **"clause"** or **"schedule"** is a reference to a clause of, or schedule to, these Conditions.

any **"governmental agency"** includes any government or any governmental, semi-governmental or judicial entity or authority, or legislative body, or any person or body

charged with the administration of any law. It also includes any self-regulatory organisation established under statute or any stock exchange.

"**indebtedness**" includes an obligation (whether present or future, actual or contingent, secured or unsecured, as principal or surety or otherwise) for the payment or repayment of money.

a "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute or other legislative measure, in each case of any jurisdiction whatever and "**lawful**" shall be construed accordingly.

something having a "**material adverse effect**" on a person is a reference to it having a material adverse effect on the financial condition or operations of that person which materially adversely affects the ability of that person to perform or comply with its payment obligations under these Conditions, any Security or any CCO Credit Support or CCO Support Documents (if applicable).

"**non-tax resident**" means a Holder that is not a tax resident.

"**outstanding**" means, in relation to Securities, all Securities other than those which have been:

- (a) redeemed or repaid in full in accordance with these Conditions; or
- (b) purchased and cancelled in accordance with these Conditions.

"**payment**" includes satisfaction of a monetary obligation.

"**person**" includes an individual, firm, company, corporation or unincorporated body of persons, organisation or trust, and any state, government or governmental agency, in each case whether or not having a separate legal personality.

"**registered bank**" has the meaning in section 2 of the Reserve Bank of New Zealand Act 1989.

something being "**remedied**" means it is remedied to the satisfaction of the Holder.

a "**security interest**" includes a security interest (as construed and defined in the Personal Property Securities Act 1999), mortgage, lien, pledge, any interest in land of a security nature, any other security arrangement creating in effect security for the payment of a monetary obligation or the observance of any other obligation, and any other arrangement having like economic effect over any property, assets or revenues, and "unsecured" means not subject to a security interest.

"tax" includes any present or future tax, levy, impost, duty, rate, charge, fee, deduction or withholding of any nature and whatever called (including, for the avoidance of doubt, Approved Issuer Levy), imposed or levied by any governmental agency, together with any interest, penalty, charge, fee or other amount imposed or made on or in respect of any of the foregoing.

"tax resident" means a Holder that:

- (a) is resident in New Zealand for tax purposes; or
- (b) carries on business in New Zealand through a fixed establishment and either:
 - (i) is a registered bank and is not associated with the Issuer; or
 - (ii) holds the Security for the purposes of the business it carries on in New Zealand through that fixed establishment,

provided that for the purposes of this definition, the terms "associated", "fixed establishment" and "registered bank" shall have the meanings given in the Income Tax Act 2007.

"written" and **"in writing"** includes all means of reproducing words in a tangible and permanently visible form.

1.3 **Miscellaneous:**

- (a) The headings in the Conditions are inserted for convenience only and shall be ignored in construing these Conditions.
- (b) Unless the context otherwise requires words denoting only the singular number shall include the plural and vice versa and words denoting any gender shall include all genders.
- (c) References to any legislation or to any provision of any legislation are deemed to be references to that legislation or provision as from time to time amended, re-enacted or substituted and, unless the context otherwise requires, shall also include any statutory instruments issued under any such legislation or provision.
- (d) References to any document (however described) shall include references to such document as modified, novated, supplemented, varied or replaced from time to time.
- (e) References to any party to these Conditions or any other document or any Holder shall include its successors or permitted assigns.

- (f) References to a time of day are references to New Zealand time unless otherwise stated.
- (g) Anything which may be done at any time may also be done from time to time.

2. ISSUE AND FORM OF SECURITIES

2.1 **Form of Securities:** Securities may be issued on terms such that the Principal Amount is a fixed amount or a reducing amount and/or that interest (if the Security is interest-bearing) will be calculated by reference to a specific interest rate (which may be a fixed rate or a margin over the Base Rate) or as otherwise specified in the applicable Final Terms. Each Security shall:

- (a) be in uncertificated book entry form;
- (b) be denominated in NZ Dollars; and
- (c) have a Minimum Subscription Amount for holdings of the Security of at least \$750,000 and also may have a minimum multiple of that amount for such holdings, in each case as specified in the applicable Final Terms.

2.2 **Final Terms:** Securities shall be constituted and issued in Tranches. Each Tranche shall be subject to the terms and conditions set out in the Final Terms for the Tranche and (as modified by those Final Terms) these Conditions. To the extent that the Final Terms for a Tranche modifies these Conditions, or in the event of any conflict between the provisions of the Final Terms and those of these Conditions, the Final Terms shall prevail over these Conditions in relation to the Tranche.

3. STATUS OF SECURITIES

3.1 **Status of Securities:**

- (a) The Securities are and will at all times be direct, secured and unconditional indebtedness of the Issuer.
- (b) Securities issued by the Issuer rank and will at all times rank equally without any preference or priority among themselves.

3.2 **Security (Local Authority):** All Securities issued by an Issuer that is a Local Authority shall have the benefit of the security interest given, and shall be subject to any security arrangements provided for, in the Debenture Trust Deed.

3.2A **Security (CCO):** All Securities issued by a CCO Issuer shall have the benefit of any security interest given, and shall be subject to any security arrangements provided for, in the CCO Support Documents.

3.3 **Provisions applicable to Securities:** Each Tranche shall be issued and held with the benefit of and subject to these Conditions and the applicable Final Terms, all of which are binding upon the Issuer and the Holders. The Holders shall be deemed to have notice of these Conditions and the applicable Final Terms.

3.4 **Enforcement of Holders' rights:** Holders may enforce any of their rights or remedies under these Conditions and the applicable Final Terms directly against the Issuer.

4. TITLE AND TRANSFER

4.1 **Certificates:** At the request of a Holder, or otherwise as required by the FMC Act or any other applicable law, the Issuer shall procure the Registrar to issue to the Holder a certificate or notice of registration in relation to the Securities held by the Holder, such certificate or notice to be in the form agreed between the Issuer and the Registrar. A certificate or notice of registration issued in respect of a Security will not constitute a document of title. Subject to clause 4.6, entitlement will be determined solely by entry in the Register and, in the case of the beneficial interest in Securities lodged in NZClear, the records of NZClear.

4.2 **Transfer:** Title to a Security may be transferred by a transfer in any commonly used form signed by the transferor and the transferee and produced to the Registrar.

4.3 **Partial transfers:** A Holder may transfer part only of its interest in a Security. However, no transfer of any part of its interest may be effected if such transfer would result in the transferor or the transferee holding or continuing to hold Securities with an aggregate Principal Amount of less than the applicable Minimum Subscription Amount (or minimum multiple thereof).

4.4 **Fees:** The Issuer and the Registrar shall make no service charge to the Holders for:

- (a) the registration of any holding of Securities; or
- (b) the transfer of registered title to any Securities.

The Issuer and the Registrar may, however, require the payment of any taxes and other governmental charges payable as a result of any transfer.

4.5 **Selling restrictions:**

- (a) Each Holder shall only offer for sale or sell, directly or indirectly, or transfer any Security in conformity with all applicable laws in any jurisdiction in which it is offered, sold or delivered.
- (b) Without limitation to the generality of clause 4.5(a), Securities shall not be offered, sold or delivered, nor may any information memorandum, advertisement or other offering materials in relation to any offer of such Securities be distributed in New Zealand other than to "wholesale investors" as that term is defined in clauses 3(2)(a), (c) and (d) of Schedule 1 to the FMC Act, being a person who is:
 - (i) an "investment business";
 - (ii) "large"; or
 - (iii) a "government agency",in each case as defined in Schedule 1 to the FMC Act. For the avoidance of doubt, such Securities may not be offered or transferred to, among others, "eligible investors" (as defined in the FMC Act).
- (c) No information memorandum or any advertisement, prospectus or other offering material in respect of any Security may be published, delivered or distributed in or from any country or jurisdiction except under circumstances which will result in compliance with all applicable laws.

4.6 Debenture Trust Deed: In the case of any Security lodged in NZClear and:

- (a) issued by a Local Authority, for the purposes of the Debenture Trust Deed and any Security Stock issued under that Debenture Trust Deed for that Security and evidenced by a Security Stock Certificate; or
- (b) issued by a CCO, for the purposes of any CCO Support Document (if applicable),

all amounts payable (present or future, actual or contingent) under these Conditions in respect of that Security shall be deemed to be owed to the holder of the beneficial interest in the Security (as shown in the records of NZClear). This clause applies notwithstanding anything to the contrary in these Conditions.

5. REGISTER

- 5.1 **Register:** The Issuer shall at all times while any Series is outstanding cause the Registrar for each Series to maintain the Register, which must record in respect of each Security the information specified in the applicable Final Terms plus the following information:

- (a) the name, address and (where known) tax residency of the Holder;
- (b) details of the account to which payments in respect of the Securities are to be made;
- (c) transfers of the Security;
- (d) details of any resident withholding tax exemption certificates held by the Holder;
and
- (e) any other information required by law.

5.2 **Disclosure and Inspection:** The Registrar of the relevant Series must disclose to a Holder who so requests, any information held on the Register which relates to the Security(s) registered in the name of the Holder. The Holders may at any time during normal office hours upon reasonable notice to the Registrar inspect and take extracts from each Register without payment of any fee.

5.3 **Register conclusive:** Except as ordered by a court of competent jurisdiction and subject to clause 4.6, the Issuer and the Registrar are each entitled to recognise the Holder of a Security as the absolute owner of the Security and shall not be bound by any actual or constructive notice of any trust (express, implied or constructive), encumbrance, security or other adverse interest to which any Security may be subject. No recognition of any trust (express, implied or constructive), encumbrance, security or other adverse interest shall be entered on the Register. In the event of any conflict between any certificate or notice of registration issued in respect of a Security and the Register, the Register shall prevail.

5.4 **Correction of errors:** Each Registrar may, on such evidence as appears to it to be sufficient, correct errors and remedy omissions in the Register.

5.5 **Co-ownership Securities:**

- (a) Where two or more persons are registered as Holders of the same Security(s) by virtue of any application for Securities, memorandum of transfer or other instrument, then, unless the contrary is expressed in the application, memorandum, or other instrument, the persons will be deemed to hold the Security(s) as joint tenants with right of survivorship.
- (b) If two or more persons apply by memorandum of transfer, to be registered as Holders as tenants in common, the Registrar for the relevant Series may, after notifying the persons of its intention to do so, divide the Securities into parcels which represent each such person's share. If the Securities cannot be divided into shares which would enable each such person to hold Securities with an aggregate

Principal Amount of at least the applicable Minimum Subscription Amounts (and any minimum multiples thereof), the Registrar of the relevant Series may refuse to accept the memorandum of transfer.

- 5.6 **Acquisition of Securities by operation of law:** When the right to a Security is acquired by any person in any manner other than by way of a transfer under these Conditions (whether on the dissolution, death or bankruptcy of the relevant Holder, or under a writ of execution, or otherwise) the Registrar of the relevant Series, on application by or on behalf of that person and on being satisfied that such person is legally entitled to be registered as the Holder of the Security, will enter that person's name in the Register as the Holder of the Security accordingly.
- 5.7 **Notification by Holders:** Any change of name or address of any Holder or any change in any other information required to be inserted in the Register in respect of any Holder shall immediately be notified to the Registrar of the relevant Series in writing by the Holder, or if a joint holding by all the joint Holders.
- 5.8 **Compliance with law:** The Issuer shall comply with, and shall use its best endeavours to ensure that each Registrar complies with, all statutory requirements and the requirements of these Conditions relating to the keeping of the Register and the details entered in the Register.
- 6. PAYMENT OF PRINCIPAL AMOUNT AND INTEREST**
- 6.1 **Determination of Principal Amount:** The Principal Amount of each Security shall be the amount recorded as such in the Register in respect of the Security, which may be the par or face value.
- 6.2 **Principal Amount of Securities:** The Issuer shall, on the Maturity Date of each Security, unconditionally pay or cause to be paid to, or to the order of, the relevant Holder the Principal Amount of the Security. Unless the applicable Final Terms provide otherwise, and except to the extent provided in these Conditions, a Security shall not be redeemed prior to its Maturity Date.
- 6.3 **Principal Amount of Amortising Securities:** The Issuer shall, on each Amortisation Date of each Amortising Security, unconditionally pay, or cause to be paid to, or to the order of, the relevant Holder, the portion of the Principal Amount of the Amortising Security as set out in respect of the Amortisation Date in the applicable Final Terms and recorded in the Register.
- 6.4 **Interest:** The Issuer shall pay interest on each Interest Payment Date:

- (a) on each Floating Rate Security for each Interest Period, at the rate per annum equal to the aggregate of the Base Rate for the Interest Period (as determined by the Registrar for the relevant Series) and the Margin for the Floating Rate Security; and
- (b) on each Fixed Rate Security, at the Interest Rate for the Fixed Rate Security.

6.5 **Non-payment:** Each Security will cease to bear interest from its Maturity Date unless payment of the Principal Amount is improperly withheld or refused. In such event, interest will continue to accrue (after, as well as before, any judgment) up to but excluding the date on which payment in full of the Principal Amount is made.

6.6 **Default interest:** If any amount payable by the Issuer in respect of a Security or any other amount due to any person from the Issuer under these Conditions is not paid on its due date, interest ("**Default Interest**") shall accrue on the unpaid amount (net of any interim or progress payments made) (after, as well as before, any judgment) at the rate determined by the Registrar for the relevant Series to be the aggregate of 2% and the Base Rate which on the due date would apply to an interest period of one month, shall be determined at monthly intervals thereafter until the unpaid amount (net of any interim or progress payments) is paid and shall be compounded monthly until paid. For the avoidance of doubt, this clause 6.6 shall not apply in respect of payments suspended in accordance with these Conditions.

7. **CALCULATION OF INTEREST**

7.1 **Floating Rate Securities:**

- (a) **Interest Periods:** Each Interest Period in relation to a Floating Rate Security shall be a period of one, two, three, four, five or six months' duration (as specified in the applicable Final Terms) and:
 - (i) the first Interest Period will commence on (and include) the Issue Date and end on (but exclude) the first Interest Payment Date (as specified in the applicable Final Terms) and each subsequent Interest Period will commence on (and include) the Interest Payment Date of the previous Interest Period and end on (but exclude) the next Interest Payment Date;
 - (ii) if an Interest Period would otherwise end on a day which is not a Business Day, it will be extended to the next Business Day; and
 - (iii) if the final Interest Period would otherwise extend beyond the Maturity Date, it will end on the Maturity Date.

(b) **Basis for calculation:** Interest shall be calculated on the Principal Amount of the Floating Rate Security, on the basis of the number of days in the relevant Interest Period and a year of 365 days. Interest shall accrue from day to day and shall be paid to the Holder in arrear on the Interest Payment Date for the Interest Period.

7.2 **Fixed Rate Securities:** Interest shall be calculated on the Principal Amount of each Fixed Rate Security and shall be payable in arrear in equal quarterly, semi-annual or annual instalments (as specified in the applicable Final Terms) on each Interest Payment Date for the Fixed Rate Security.

8. PAYMENTS

8.1 **Payment to Holder:** Payment of the Principal Amount of, and interest (if any) on, a Security (less any amount required to be deducted in accordance with clause 9) shall be made to the person whose name appears in the Register as the Holder of the Security on the Record Date in respect of the relevant payment. If more than one person is so named in the Register, payment will be made to the first person so named.

8.2 **Method of payment:** A Holder may, by notice to the Registrar for the Series, request the Registrar to make payments in respect of any Security held by it to a specified bank account and may at any time cancel or amend any notice so given. No such notice, or cancellation or amendment of a notice, will have effect in respect of any payment unless received by the Registrar on or before the Record Date for the payment. In the absence of any such notice, payments in respect of each Security will be made by posting a cheque to the address of the relevant Holder appearing in the Register. Any notice given under this clause will be deemed to be automatically cancelled upon transfer of all or part of a Security. A notice from one of several Holders of the same Securities shall be deemed to be given by all such Holders.

8.3 **Business Day:** If any Interest Payment Date or the Maturity Date of a Security is not a Business Day, the due date for the payment to be made on that date will be the next following Business Day and all other provisions of these Conditions and the Agency Agreement will be read and construed accordingly.

8.4 **Unclaimed payments:** In respect of any Securities, if any payment made by the Issuer to any Holder at its address last entered in the Register is returned unclaimed the amount concerned must (unless the Registrar or the Issuer has in the meantime received notice of a change of address to be entered in the Register) be returned to the Issuer. The Issuer shall be entitled to retain for its own benefit, and will have no liability in respect of, the amount concerned if it remains unclaimed six years after the original date of payment.

8.5 **Reinstatement:** If any payment made to a Holder by, or on behalf of, the Issuer is subsequently rescinded, avoided or otherwise restored to the Issuer, that payment will be deemed not to have discharged or affected the liability of the Issuer in respect of which that payment was made. In that event the relevant Holder and the Issuer will be restored to the position in which each would have been, and be entitled to exercise all the rights which each would have had, if such payment had not been made.

9. TAXES

9.1 **Deductions or withholdings:** All sums payable under a Security or under these Conditions must be paid:

- (a) free of any restriction or condition;
- (b) free and clear of, and (except to the extent required by law or as provided in this clause 9) without any deduction or withholding on account of, any taxes; and
- (c) without deduction or withholding on account of any other amount whether by way of set-off or otherwise (except as provided in clauses 9.2 and 9.3).

9.2 **Non-resident Withholding Tax:** New Zealand non-resident withholding tax will be deducted from payments of interest (or payments deemed by law to be interest) to non-tax resident Holders. Unless the relevant non-tax resident Holder notifies the Issuer that it elects that non-resident withholding tax be deducted from payments to it instead of Approved Issuer Levy, if the Issuer is lawfully able to register for and pay Approved Issuer Levy in respect of any payment of interest (or deemed interest) to non-tax resident Holders, the Issuer shall register itself as an approved issuer and shall register the Series as registered securities, and the Issuer, or the Registrar for the relevant Series on its behalf, shall pay the Approved Issuer Levy to the appropriate authority and shall deduct the amount paid from the interest (or deemed interest) payable to those Holders in lieu of deducting New Zealand non-resident withholding tax from that payment at the rate otherwise applicable.

9.3 **Resident Withholding Tax:** New Zealand resident withholding tax will be deducted from payments of interest (or payments deemed by law to be interest) to Holders who are tax resident unless an appropriate exemption certificate (or, on or after 1 April 2020, confirmation of RWT-Exempt Status) is produced to the Registrar for the Series on or before the Record Date for the relevant payment.

9.4 **No gross-up:** The Issuer will not be required to and will not make any additional payment by way of gross-up or otherwise with respect to the deduction or withholding from any payment made in respect of the Securities under clause 9.2 or 9.3. If, in respect of any Security, the Registrar for the Series or the Issuer becomes liable to make any payment of,

or on account of, tax payable by any Holder, then the Registrar for the relevant Series and the Issuer shall be indemnified by the relevant Holder in respect of such liability. Any moneys paid by the Registrar for the relevant Series or the Issuer in respect of such liability may be recovered from the Holder as a debt due to the Registrar for the relevant Series or the Issuer and may be withheld from any further payments to that Holder. Nothing in this clause will prejudice or affect any other right or remedy of the Registrar for the relevant Series or the Issuer.

- 9.5 **Maximum rate:** Deductions of non-resident or resident withholding tax will be made at the maximum rates from time to time applicable unless a Holder provides evidence to the Issuer or the Registrar for the relevant Series (acceptable to it) that a lesser rate is applicable.
- 9.6 **Tax status:** The Issuer and the Registrar for the relevant Series shall be entitled for the purposes of this clause 9 to rely, without further enquiry, upon any statement made by or on behalf of a Holder in relation to that Holder's tax status or tax residency.

10. DEFAULT

- 10.1 **Events of Default (Local Authority):** Any one or more of the following, whether or not within the control of the Issuer, constitutes an Event of Default for an Issuer that is a Local Authority:
- (a) **Non-payment:** payment of:
 - (i) the Principal Amount of the Securities is not made on the due date and such non-payment continues unremedied for two Business Days after its due date; or
 - (ii) interest on the Securities is not made on the due date and such non-payment continues unremedied for seven Business Days after its due date; or
 - (b) **Other breach:** the Issuer commits any breach of, or omits to observe, any of its undertakings or obligations under the Securities and, in respect of any such breach or omission which is capable of being remedied, such breach or omission is not remedied within 30 days after receipt by the Issuer of a notice in writing from the Holder specifying the breach or omission and requiring it to be remedied; or
 - (c) **Receivership, Statutory management:**
 - (i) a receiver, or receiver and manager is appointed (or the Issuer requests such appointment) or an encumbrancer takes possession or exercises its powers of sale in respect of, all or any material part of the assets of the

Issuer unless the Issuer demonstrates to the Holder that such appointment or taking of possession or exercising of power will not have a material adverse effect on the ability of the Issuer to pay any amounts owing in relation to the Securities when it is due and payable; or

- (ii) a statutory manager is appointed under the Corporations (Investigation and Management) Act 1989 in respect of the Issuer or the Issuer or any associated person (as that term is defined in that Act) of the Issuer is declared at risk pursuant to the provisions of that Act; or
- (d) **Enforcement Event:** an Enforcement Event occurs; or
- (e) **Invalidity:** any provision of the Securities, the Security Stock Certificate issued in respect of the Securities or the Debenture Trust Deed:
 - (i) ceases to have effect in whole or in part, other than by performance or as permitted by its terms; or
 - (ii) becomes wholly or partly void, voidable, illegal, invalid or unenforceable (other than by reason only of a party waiving any of its rights), or the performance of any such provision becomes illegal,or the Issuer or any person on its behalf, makes any allegation or claim to that effect; or
- (f) **Change in law:** either the Act or the Local Government (Rating) Act 2002 is amended or repealed in a manner or to an extent which, in the reasonable opinion of the Holder, results in a material and adverse change in:
 - (i) the ability of the Issuer to perform its payment obligations when due under the Securities, the Security Stock issued in respect of the Securities or the Debenture Trust Deed;
 - (ii) the effect of the charge created by the Debenture Trust Deed for the purposes of section 115 of the Act; and/or
 - (iii) the ability of any receiver which is or may be appointed over all or any part of the assets of the Issuer charged by the Debenture Trust Deed to exercise its rights under the Act to the same extent it is able to exercise those rights as at the date of the Multi-issuer Deed;
- (g) **CCO Credit Support:** payment of any amount that is due under any CCO Support Document is not made on the due date (including any demand for uncalled capital

made by, or on behalf of, a CCO Issuer) and such non-payment continues unremedied for two Business Days after its due date; or

- (h) **Additional Event of Default:** the occurrence of any additional event of default specified in the Final Terms.

10.1A **Events of Default (CCO):** Any one or more of the following, whether or not within the control of the CCO Issuer, constitutes an Event of Default for a CCO Issuer:

- (a) **Non-payment:** payment of:
- (i) the Principal Amount of the Securities is not made on the due date and such non-payment continues unremedied for two Business Days after its due date; or
 - (ii) interest on the Securities is not made on the due date and such non-payment continues unremedied for seven Business Days after its due date; or
 - (iii) any amount due under any CCO Support Document is not made on the due date; or
- (b) **Other breach:** the Issuer, any CCO Shareholder or any other party commits any breach of, or omits to observe, any of its undertakings or obligations under the Securities or a CCO Support Document and, in respect of any such breach or omission which is capable of being remedied, such breach or omission is not remedied within 30 days after receipt by the Issuer of a notice in writing from the Holder specifying the breach or omission and requiring it to be remedied; or
- (c) **Insolvency:** an Insolvency Event occurs in relation to the Issuer, any of its LA Shareholders and any other CCO Shareholder that has entered into a document with, or granted any CCO Support Document in favour of, the Holder (including the original Holder) in respect of the Issuer; or
- (d) **Enforcement Event:** an enforcement event, event of default, acceleration event or similar event (howsoever described) occurs under a CCO Support Document; or
- (e) **Invalidity:** any provision of the Securities or a CCO Support Document:
- (i) ceases to have effect in whole or in part, other than by performance or as permitted by its terms; or

- (ii) becomes wholly or partly void, voidable, illegal, invalid or unenforceable (other than by reason only of a party waiving any of its rights), or the performance of any such provision becomes illegal,

or the Issuer, the relevant CCO Shareholder or any person on the Issuer's or CCO Shareholder's behalf, makes any allegation or claim to that effect; or
- (g) **Status as a CCO:** the Issuer ceases to be a CCO; or
- (h) **Cessation of business or dissolution:** the Issuer ceases or threatens to cease to carry on all or substantially all of its business or operations, or an application or an order is made, or a resolution is passed or proposed, for the dissolution of the Issuer except, in each case, for the purpose of, and followed by, an amalgamation or solvent reconstruction on terms previously approved in writing by the Holder; or
- (i) **Litigation:** the Issuer is or becomes party to any litigation, tax claim or administrative or arbitration proceedings before or of any court, tribunal, arbitrator, or governmental agency, or to any dispute with any government, governmental agency, that has or would if adversely determined have a material adverse effect; or
- (j) **Material adverse effect:** any event or circumstance, or series of events or circumstances (whether related or not) occurs that has or is reasonably likely to have a:
 - (i) material adverse effect on the Issuer or any CCO Shareholder; or;
 - (ii) material adverse change in the effect of any CCO Credit Support or CCO Support Document; or
- (k) **CCO Support Document:** a CCO Support Document does not provide a security interest to the relevant secured party having the priority which it purported to have; or
- (l) **Change in law:** either the Act or the Local Government (Rating) Act 2002 is amended or repealed in a manner or to an extent which, in the reasonable opinion of the Holder, results in a material and adverse change in:
 - (i) the ability of the relevant CCO Shareholder to perform its payment obligations when due under any CCO Support Document or any Security Stock issued in respect of any CCO Support Document;

- (ii) the effect of the charge created by the Debenture Trust Deed for the purposes of section 115 of the Act; and/or
 - (iii) the ability of any receiver which is or may be appointed over all or any part of the assets of the relevant CCO Shareholder charged by the Debenture Trust Deed to exercise its rights under the Act to the same extent it is able to exercise those rights as at the date of the Multi-issuer Deed; or
- (m) **Additional Event of Default:** the occurrence of any additional event of default specified in the Final Terms.

10.2 **Acceleration:** Any time after the occurrence of an Event of Default, and while such is continuing unremediated or unwaived, a Holder may, by notice in writing to the Issuer declare all or any of the Securities held by the Holder to be immediately due and payable. If such a declaration is made, then the Issuer shall immediately pay to the relevant Holder:

- (a) in the case of a Fixed Rate Security or a Floating Rate Security, the Principal Amount of the Security together with accrued interest thereon at the applicable Interest Rate calculated on a daily basis from the last Interest Payment Date on which interest was actually paid in respect of the Security, or if no interest has been paid in respect of the Security, from the Issue Date to the date of payment; and
- (b) in the case of a Zero Coupon Security, the net present value, as at the date of declaration, of the Principal Amount of the Security determined by the Registrar by discounting the Principal Amount at the discount rate used to determine the purchase price for the Security at the time of its issue.

The Holder's rights under this clause 10.2 are without prejudice, and in addition, to any other rights the Holder may have (whether by law, contract or otherwise).

11. AMENDMENTS

11.1 **Limited right to amend:** Except as provided in clause 11.2 and 11.3 the Issuer may not cancel, vary or amend any of these Conditions or the applicable Final Terms while any Securities are outstanding. Any amendment to these Conditions or any Final Terms must be in writing signed by the Issuer and all Holders of the relevant Securities.

11.2 **Amendment without consent:**

- (a) The provisions of these Conditions and any Final Terms may be amended without the consent of the relevant Holders where such amendment (in the opinion of the Issuer):
 - (i) is of a minor or technical nature;
 - (ii) is to correct a manifest error; or
 - (iii) is to comply with the requirements or a modification of the requirements of any applicable law,and, in any such case, 2 authorised officers of the Issuer have certified for the benefit of the relevant Holders that such amendment will not be materially prejudicial to the interests of relevant Holders.
- (b) Notice of any such amendment shall be provided to the relevant Holders within 30 days of the amendment being made.

11.3 **Amendment approved by Extraordinary Resolution:** Without limiting clause 11.2 but subject to clause 11.4, the provisions of these Conditions and any Final Terms may be amended by the Issuer if the amendment has been approved by an Extraordinary Resolution of the Holders or relevant Class of Holders and notified in accordance with these Conditions.

11.4 **Meetings:** Meetings of Holders shall be held in accordance with the schedule to these Conditions.

11.5 **Notice:** Notice of any proposed variation under clause 11.2 shall be given by the Issuer to each Holder or each affected Class of Holders not less than 14 days before the date on which it is intended that such variation take effect, but the non-receipt of notice by any such Holder shall not affect the validity of any such variation.

12. NOTICES

12.1 **Writing:** Each notice or other communication to be given or made under these Conditions to any person must:

- (a) **Writing:** be given or made in writing by email or letter and be signed by the sender or an authorised officer of the sender;
- (b) **Address:** be given or made to the recipient at the address or email address, and marked for the attention of the person (if any), from time to time designated by the recipient to the other for the purposes of these Conditions;

- (c) **Deemed delivery:** not be effective until received by the recipient, and any such notice or communication shall be deemed to be received:
- (i) (if given or made by letter) when left at the address of the recipient or 5 Business Days after being put in the post (by airmail if to another country), postage prepaid, and addressed to the recipient at that address; or
 - (ii) (if given or made by email) when dispatched in tangible, readable form by the sender to the email address advised by the recipient from time to time,

provided that any notice or communication received or deemed received after 5pm on a working day in the place to which it is sent, or on a day which is not a working day in that place, shall be deemed not to have been received until the next working day in that place.

- 12.2 **Initial address and numbers:** The initial address, email address and person (if any) designated for the purposes of these Conditions for each Holder will be specified in the Register.

13. GOVERNING LAW

- 13.1 These Conditions and the applicable Final Terms shall be governed by New Zealand law.

SCHEDULE

Meeting of Holders

1. DEFINITIONS

1.1 In these provisions:

"Appointed Time" means the day and time at which any meeting of Holders or the taking of a poll of Holders (not at a meeting of Holders) is due to be held.

"Class of Securities" means each category of Securities which in the reasonable opinion of the Issuer at any particular time, for any particular purpose, constitutes a separate class of Securities.

"Conditions" means the Conditions to which this schedule is attached and **"Final Terms"** has the meaning given in the Conditions.

"Extraordinary Resolution" means a resolution passed at a meeting of Holders, properly convened and held in accordance with the provisions of this schedule, at which not less than three fourths of the persons voting upon a show of hands or, if a poll is properly demanded, not less than three fourths of the votes given on such a poll voted in favour of the resolution.

"Proxy Closing Time" means 48 hours before the Appointed Time of the relevant meeting of Holders or taking of a poll of Holders.

"regulation" means a clause of this schedule.

"Representative" means:

- (a) in the case of an individual Holder, a person appointed by an instrument of proxy or by power of attorney or, in the event of the death of a Holder, the personal representative of that Holder; and
- (b) in the case of a Holder which is a corporation or corporation sole either:
 - (i) a person appointed by an instrument of proxy or by power of attorney; or
 - (ii) a person authorised by the directors of the corporation, or in the case of a corporation sole, a person authorised pursuant to its constitution.

2. CONVENING

2.1 **Meeting required by law:** The Issuer shall, whenever required to do so pursuant to the Companies Act or the FMC Act or any other applicable law, convene a meeting of the Holders.

- 2.2 **By Holders:** The Issuer shall, at the request in writing of Holders holding not less than 10% of the aggregate Principal Amount of the Securities, convene a meeting of the Holders. The request must state the nature of the business proposed to be dealt with at the meeting concerned.
- 2.3 **By Issuer:** The Issuer may at any time of its own volition convene a meeting of the Holders.
- 2.4 **Place of meeting:** Each meeting will be held in the city or town in which the Issuer is situated at a place designated in the relevant notice of meeting.
- 2.5 **Regulations:** Meetings of Holders shall be convened and held in accordance with the provisions of this schedule.

3. CLASSES OF SECURITIES

- 3.1 If, at any time, in the opinion of the Issuer, a matter is required to be determined by the Holders of a Class of Securities, a meeting may be called in respect of Holders of that Class of Securities, in which case the provisions of this schedule shall, with all necessary modifications, apply and be construed as if references to Securities were references to the relevant Class of Securities and references to Holders were references to the Holders of that Class of Securities.

4. NOTICE OF MEETINGS

- 4.1 **Persons to be notified:** Notice of every meeting shall be given in the manner provided in clause 12 of the Conditions to:
- (a) every Holder entered in the Register as at the close of business five Business Days prior to the date of despatch of the notice;
 - (b) the Issuer, if the meeting is convened by the Holders; and
 - (c) if the relevant Securities are listed, any stock exchange on which those Securities are listed.
- 4.2 **Time for notification:** At least 14 days' notice of every meeting will be given. The notice will be exclusive of the day on which it is served or deemed to be served and of the day for which it is given.
- 4.3 **Contents of notice:** The notice will specify the place and Appointed Time of the meeting and the general nature of the business to be transacted. It will not be necessary to specify in the notice the terms of the resolutions to be proposed, except in the case of a resolution

proposed to be passed as an Extraordinary Resolution in which case the text of the proposed resolution must be set out.

4.4 **Short or informal notice:** Notwithstanding any other provision of this regulation 4, a meeting may be called by shorter notice than that specified in regulation 4.2, or without any formal notice, and without compliance with regulation 4.3, and shall be deemed to have been duly called if it is so agreed by all Holders before, at or after that meeting.

4.5 **Accidental omission:** The accidental omission to give notice to, or the non-receipt of notice by, any person entitled to receive notice will not invalidate the proceedings at any meeting.

5. QUORUM

5.1 **Quorum required:** No business will be transacted at any meeting unless the requisite quorum is present at the commencement of business.

5.2 **Quorum for Extraordinary Resolution:** The quorum for passing an Extraordinary Resolution will be one or more Holders (present in person or by Representative) holding or representing a majority in Principal Amount of the Securities.

5.3 **Quorum for other business:** The quorum for the transaction of any business other than the passing of an Extraordinary Resolution will be one or more Holders (present in person or by Representative) of at least 10% in Principal Amount of the Securities.

5.4 **Quorum not present:** If, within 15 minutes (or any longer time not exceeding 45 minutes as the chairman of the meeting may decide) after the Appointed Time, a quorum is not present the meeting, if convened at the request of Holders, will be dissolved. In any other case it will be adjourned to a day and time (not being less than 14 days later) and to a place as may be appointed by the chairman. At such adjourned meeting all the Holders present in person or by Representative will be a quorum for the transaction of business including the passing of Extraordinary Resolutions.

5.5 **Notice of adjourned meeting:** Notice of any such adjourned meeting of Holders at which an Extraordinary Resolution is to be submitted will be given in the same manner as for an original meeting (except that only seven clear days' notice will be required) and such notice will state that the Holders present in person or by Representative at the adjourned meeting will form a quorum whatever the Principal Amount of Securities held by them.

6. CHAIRMAN

6.1 At a meeting of Holders a person appointed, by a resolution of Holders, from the Holders or

any Representatives present will preside as chairman at a meeting.

7. RIGHT TO ATTEND AND SPEAK

7.1 Any elected member, officer or solicitor of the Issuer, or any person appropriately authorised by the Issuer, may attend any meeting and all such persons will have the right to speak at the meeting.

8. ADJOURNMENT

8.1 **Chairman may adjourn:** The chairman may, with the consent of any meeting at which a quorum is present, and will, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

8.2 **Business at adjourned meeting:** No business will be transacted at any adjourned meeting except business which might have been lawfully transacted at the meeting from which the adjournment took place.

9. ONLY PERSONS ON REGISTER RECOGNISED

9.1 The persons named as Holders in the Register will be recognised and treated as the legal owners of the Securities whether those persons are or are not in fact the owners of those Securities.

10. AUTHORITY TO VOTE

10.1 **Voting:** An individual Holder may vote personally or by his Representative and a Holder which is a corporation may vote by its Representative. A Holder may appoint more than one Representative, each such Representative being authorised to act on behalf of the Holder in respect of a specified Principal Amount of Securities.

10.2 **Entitlement:** The persons named in the Register as Holders at the Proxy Closing Time will be exclusively entitled to vote in person or by Representative in respect of the Securities recorded as owned by them.

11. PROXIES

11.1 **In writing:** The instrument appointing a proxy must be in writing signed by the appointer or his attorney or, if the appointer is a corporation, either by an authorised officer or attorney or

by any director, general manager, investment manager or other person who appears to have authority to appoint a proxy on behalf of the corporation.

11.2 **Proxy need not be Holder:** A person appointed to act as a proxy need not be a Holder. A holder of a proxy will have the right to speak at the meeting.

11.3 **Deposit of proxy:** The instrument appointing a proxy, and, if applicable, the power of attorney or other authority under which it is signed or a copy of such power or authority certified by a solicitor or in any other manner approved by the Issuer, must be deposited at the place appointed by the Issuer in the notice convening the meeting (or, if no such place is appointed, then at the registered office of the Issuer) not later than the Proxy Closing Time. An instrument of proxy which is not so deposited will not be treated as valid unless the Issuer, in its absolute discretion, elects to accept any instrument of proxy notwithstanding that that instrument, or any power of attorney or other authority, is received or produced at a place other than that specified above or out of time.

11.4 **Form of proxy:** An instrument of proxy may be in any usual or common form or in any other form approved by the Issuer and may make provision for directions to be given by the grantor to vote in favour of or against any proposed resolution.

11.5 **Proxy valid for meeting:** An instrument of proxy, whether in a usual or common form or not, will, unless the contrary is stated thereon, not need to be witnessed and will be valid for the meeting to which it relates and for any adjournment of that meeting. Notwithstanding any provisions contained in an instrument of proxy, no instrument of proxy will be valid after the expiration of 12 months from the date of its execution notwithstanding any provision to the contrary in the instrument, but this provision will not be construed to apply to the appointment of an attorney or Representative otherwise than by an instrument of proxy.

11.6 **Proxy in favour of chairman:** An instrument of proxy in favour of:

(a) the chairman of the Issuer; or

(b) the chairman of the meeting,

(however expressed) will be valid and effectual as though it were in favour of a named person and will, in the case of paragraph (a) above, constitute the person holding the office of the chairman of the Issuer or, in the case of paragraph (b) above, the person who chairs the meeting for which the proxy is used (whether on adjournment or not) the lawful proxy of the appointer.

12. HOLDER MAY APPOINT ATTORNEY

- 12.1 Any Holder may by power of attorney appoint an attorney (who need not be a Holder) to vote and act on that Holder's behalf at any meeting. An attorney will be entitled to produce evidence of his appointment at any time before the Appointed Time. An attorney who is so empowered may exercise the Holder's right to appoint a proxy.

13. CORPORATE REPRESENTATIVES

- 13.1 **Authority:** A Representative of a Holder which is a corporation or a corporation sole will, until that authority is revoked, be entitled to exercise the same powers on behalf of the corporation as that corporation could exercise if it were an individual Holder and will be entitled to produce evidence of his authority to act at any time before the Appointed Time of, or at, the meeting or adjourned meeting or for the taking of a poll at which the Representative proposes to vote.
- 13.2 **Right to act:** A Representative will have the right to demand or join in demanding a poll and will (except and to the extent to which the Representative is specially directed to vote for or against any proposal) have power generally to act at the meeting for the Holder concerned.

14. VOTING PROCEDURE AND POLLS

- 14.1 **Show of hands:** A resolution put to the vote of a meeting will be decided on a show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands) by:

- (a) the chairman; or
- (b) the Issuer or any representative of the Issuer; or
- (c) one or more Holders holding or representing not less than 5% in aggregate Principal Amount of the Securities.

A declaration by the chairman that a resolution has been carried by the requisite majority or lost will be conclusive evidence of that fact unless a poll is demanded.

- 14.2 **Number of votes:** On a show of hands each person present at the meeting and entitled to vote (whether personally or as a Representative) will have one vote only. On a poll every Holder who is present in person or by a Representative will have one vote for every \$1 of Principal Amount of the Securities of which he is the Holder, provided that where a Holder holds Zero Coupon Securities, for the purposes of calculating that Holder's voting entitlement in this clause, the Principal Amount of those Zero Coupon Securities is to be construed as a

reference to the net present value of those Zero Coupon Securities (as calculated by the Registrar for the relevant Series by adjusting, on a straight line basis, the Principal Amount of the relevant Security by a proportion of any discount to that Principal Amount applicable to such Security on its Issue Date) as at the date of the meeting. On a poll, votes may be given either personally or by Representative and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

- 14.3 **Poll:** If a poll is demanded it will be taken in the manner directed by the chairman and the result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.
- 14.4 **Chairman has casting vote:** In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands took place or at which the poll is demanded will be entitled to a casting vote in addition to the votes (if any) to which the chairman may be entitled as a Holder or on behalf of Holders.
- 14.5 **Election of chairman:** A poll demanded on the election of a chairman or on a question of adjournment will be taken immediately. A poll demanded on any other question will be taken either immediately or at a time within 30 days from the date of the meeting and in a place appointed by the chairman. The result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded. No notice need be given of a poll not taken immediately.
- 14.6 **No disturbance:** The demand for a poll will not prevent the continuance of a meeting for the transaction of business other than the question in relation to which the poll has been demanded.
- 14.7 **Joint Holders:** In the case of joint Holders the vote of the senior who tenders a vote whether in person or by Representative will be accepted to the exclusion of the vote of the other joint Holders and for this purpose seniority will be determined by the order in which the names stand in the Register in respect of the joint holding.
- 14.8 **Disqualification:** A vote given in accordance with the terms of an instrument of proxy or power of attorney or other authority will be valid notwithstanding the previous death, insanity or (in the case of a corporation) liquidation of the principal or revocation of the proxy or power of attorney or authority or the transfer of the Securities in respect of which the vote is given, provided that no written notice of such death, insanity, liquidation, revocation or transfer is received by the Issuer at its registered office before the commencement of the meeting or adjourned meeting at which the proxy, attorney or authority is used.

15. EXTRAORDINARY RESOLUTIONS

15.1 **Powers:** A meeting of Holders will, in addition to all other powers which by these Conditions are specified as exercisable by Extraordinary Resolution, have the following powers exercisable by Extraordinary Resolution namely power to:

- (a) sanction either unconditionally or upon any conditions the release of the Issuer from the payment of all or any part of the moneys payable pursuant to the Securities;
- (b) sanction any request from the Issuer for the exchange of the Securities for, or the conversion of the Securities into, shares, stock, debentures, debenture stock or other obligations or securities of the Issuer or any other entity formed or to be formed;
- (c) postpone or, with the concurrence of the Issuer, to accelerate the day when the Principal Amount of any Securities becomes payable and to suspend or postpone for a time the payment of interest on any Securities;
- (d) sanction any alteration, release, modification, waiver, variation, or compromise or any arrangement relating to the rights of the Holders against the Issuer or its assets however those rights arise;
- (e) assent to any amendment to the terms of these Conditions or the relevant Final Terms proposed or agreed to by the Issuer and to authorise the Issuer to execute any document embodying any such amendment;
- (f) give any sanction, assent, release or waiver of any breach or default by the Issuer under any of the provisions of these Conditions or the relevant Final Terms;
- (g) sanction any scheme for the reconstruction of the Issuer or for the amalgamation of the Issuer with any other corporation where such sanction is necessary; and
- (h) authorise or direct the Issuer to execute any supplemental deed or other document embodying such sanction, authority or approval, assent, release, waiver, direction or request.

15.2 **Binding on Holders:** An Extraordinary Resolution passed at a meeting of Holders properly convened and held will be binding upon all the Holders whether or not present or entitled to be present at the meeting and the Holders will be bound to give effect to that resolution. The passing of any such resolution will, as between the Issuer and the Holders, be conclusive evidence that the circumstances justify the passing thereof the intention being that the meeting is entitled to determine without appeal whether or not the circumstances justify the

passing of any such resolution. Notwithstanding the foregoing a resolution which affects a particular Holder or Holders holding a Class of Securities only (as opposed to the rights of the Holders generally) will not be binding on such Holder or Holders unless the Holder or Holders agree to be bound by the terms of such resolution or unless the Holders of that Class have so agreed by virtue of an Extraordinary Resolution of the Holders of that Class of Securities. Whenever there are Securities outstanding which do not form a single Class then the provisions of this schedule shall have effect subject to the following:

- (a) a resolution which affects one Class only of Securities is deemed to have been duly passed if passed at a properly convened and held meeting of the Holders of that Class (or pursuant to regulation 17);
- (b) a resolution which affects more than one class of Securities, but does not give rise to a conflict of interest between the Holders of any of the Classes so affected is deemed to have been duly passed if passed at a single properly convened and held meeting of the Holders of all Classes so affected (or pursuant to regulation 17);
- (c) a resolution which affects more than one Class of Securities and gives or may give rise to a conflict of interest between the Holders of any of the Classes so affected is deemed to have been duly passed if passed at separate properly convened and held meetings of the Holders of each Class so affected (or pursuant to regulation 17); and
- (d) in respect of each meeting referred to in paragraphs (a), (b) and (c) of this regulation 15.2, the provisions of this schedule apply with the necessary modifications as though references in them to Securities and Holders were references to the relevant Class or Classes and to the Holders of the Securities comprised in such Class or Classes, respectively.

15.3 **Reliance on advice:** The Issuer may rely on, and the Holders and the Registrar for the relevant Series shall be bound by, a legal opinion from a leading law firm in New Zealand to the effect that a resolution affects one Class only or, if it affects more than one Class of Securities, does not give rise to a conflict of interest, for the purposes of determining the meeting or meetings which need to be held for the purposes of regulation 15.2.

16. MINUTES TO BE KEPT

16.1 Minutes of all resolutions and proceedings at every meeting will be made by the Issuer or, if the Issuer is not present at the meeting, by a person appointed by the chairman of the meeting. Minutes must be entered in books from time to time provided for that purpose by

the Issuer. Any such minutes, if signed or apparently signed by the chairman of the meeting at which a resolution was passed or proceedings had or by the chairman of the next meeting of Holders, will be prima facie evidence of the matters recorded in those minutes. Until the contrary is proved every meeting in respect of which minutes have been made will be deemed to have been properly held and convened and all resolutions passed or proceedings had at that meeting to have been properly passed and had.

17. RESOLUTIONS IN WRITING

- 17.1 **Extraordinary Resolution:** Anything that may be done by Holders by a resolution or Extraordinary Resolution passed at a meeting of Holders may be done by a resolution in writing signed by not less than 75% of the Holders having the right to vote on that resolution, holding in aggregate the Securities conferring the right to cast not less than 75% of the votes which could be cast on that resolution if a poll was demanded.
- 17.2 **Counterparts:** Any such resolution may consist of several documents in similar form, each signed by one or more Holders.
- 17.3 **Execution:** Any such resolution may be signed by a Holder, or an agent or attorney of the Holder duly authorised in writing, or if the Holder is a company, by a director, or by an authorised signatory or attorney so authorised by the company.

SCHEDULE 3

Form of Final Terms for EC Securities

The Final Terms in respect of each Tranche of EC Securities will be substantially in the following form, duly supplemented (if necessary), amended (if necessary) and completed to reflect the particular terms of the EC Securities and their issue. Text in this section appearing in italics does not form part of the Final Terms but denotes directions for their completion.

Final Terms dated [●]

[Name of Issuer]

Issue of *[Aggregate nominal amount of Tranche]* *[Title of EC Securities]*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions ("**Conditions**") contained in the multi-issuer deed dated 7 December 2011 made by New Zealand Local Government Funding Agency Limited and various Local Authorities. These Final Terms contain the final terms of the EC Securities and must be read in conjunction with the Conditions.

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]

- | | | |
|-----|------------------------------|---|
| 1. | (i) Issuer: | [●] |
| 2. | [(i) Series Number:] | [●] |
| | [(ii) Tranche Number:] | [●] |
| | | <i>[If fungible with an existing Series, details of that Series, including the date on which the Series becomes fungible]</i> |
| 3. | Type of Securities: | <i>[Fixed Rate Securities/Floating Rate Securities/Zero Coupon Securities/Amortising Security].</i> |
| 4. | Aggregate Principal Amount: | [●]. |
| 5. | Issue Price: | [●]% of the aggregate Principal Amount. |
| 6. | Minimum Subscription Amount: | \$[750,000] and integral multiples of \$[●]. |
| 7. | Issue Date: | [●]. |
| 8. | First Interest Payment Date: | [●]. |
| 9. | Maturity Date: | [●]. |
| 10. | Redemption restrictions: | [Securities cannot be redeemed prior to Maturity Date].
[Amortising Securities]. |
| 11. | Security: | Debenture Trust Deed dated [●] between Issuer and [specify Trustee]. |

Provisions relating to interest (if any) payable

12. Floating Rate Security provisions:
- (i) Base Rate (if applicable): [Bill Rate / Swap Rate / Other Specified Rate].
 - (ii) Margin: [•] % per annum
 - (iii) Interest Periods: [One, two, three, four, five or six months].
 - (iv) Interest Payment Dates: [•] in each year.
13. Fixed Rate Security provisions:
- (i) Interest Rate: [•] per cent per annum [payable annually/semi-annually/quarterly in arrears].
 - (ii) Interest Payment Dates: [•] in each year.
14. Zero Coupon Security Provisions:
- (i) Annual yield: [•] per cent per annum.

Provisions relating to redemption

15. Redemption/Payment Basis: [Redemption at par].
16. Circumstances where Early Redemption Permitted: [N/A/Specify].
17. Early Redemption Amount: [Par].
18. Amortising Security provisions: [Applicable/N/A]
- (i) Amortisation Dates: [•]
 - (ii) Principal Amount repayable on each Amortisation Date: \$[•]

General provisions applicable to the Securities

19. Governing Law: New Zealand.
20. Additional Selling Restrictions: [Specify] [N/A]
21. Additional conditions: [Specify] [N/A]
22. Registrar: [•].

Ratings

23. Ratings: [Specify] [N/A].

Operational Information

[insert as appropriate]

NEW ZEALAND LOCAL GOVERNMENT FUNDING AGENCY LIMITED by [insert Execution method]:

SCHEDULE 4

Form of Accession Deed

DEED dated [●].

PARTIES

[●]
("Acceding Party")

New Zealand Local Government Funding Agency Limited
("Subscriber")

pursuant to the Multi-issuer Deed defined below.

INTRODUCTION

- A. The Subscriber has agreed that the Acceding Party may accede to the Multi-issuer Deed as an "Issuer".
- B. This deed records the accession.

AGREEMENT:

1. INTERPRETATION

1.1 Interpretation: In this deed:

"Local Authority" has the meaning given to it in the Local Government Act 2002.

"Multi-issuer Deed" means the deed dated 7 December 2011 (as amended and restated on [●]) between the Subscriber and various Local Authorities entitled "Multi-issuer Deed".

1.2 Multi-issuer Deed: Terms defined in the Multi-issuer Deed have the same meaning in this deed unless the context requires otherwise.

1.3 Inconsistency: In the event of any inconsistency between the terms of this deed and those of the Multi-issuer Deed, the terms of this deed will prevail in respect of the Acceding Party.

2. ACCESSION

2.1 Accession: The Acceding Party hereby:

- (a) agrees with the Subscriber that with effect on and from the date of this deed, it will be bound by the Multi-issuer Deed as an Issuer as if it had been an original party thereto and named therein as an Issuer, and agrees to be bound by the terms of, and perform its obligations under, the Multi-issuer Deed; and
- (b) agrees that it will be bound by the special conditions (if any) set out in the annexure to this deed as if those were terms of the Multi-issuer Deed.

2.2 **Acknowledgement:** The Subscriber acknowledges and agrees to the accession made under this deed.

2.3 **Implied provisions:** For the purposes of section 14 of the Property Law Act 2007, the Acceding Party acknowledges that this deed is, and for all purposes and at all times shall be construed as being, supplemental to the Multi-issuer Deed.

3. NOTICE

The details for notices for the Acceding Party for the purposes of the Multi-issuer Deed are: *[specify]*

4. GOVERNING LAW

This deed shall be governed by the laws of New Zealand.

5. NO CROWN GUARANTEE

The obligations and liabilities of the *[Acceding Party and]* *[Delete bracketed text if Acceding Party is a CCO]* Subscriber under this deed and the Multi-issuer Deed are not guaranteed by the Crown.

6. COUNTERPARTS

This deed may be signed in any number of counterparts, all of which together constitute one and the same instrument, and any of the parties may execute this deed by signing any such counterpart.

EXECUTED AS A DEED

Acceding Party

[LOCAL AUTHORITY/CCO] by:

Signature of [Elected Member/Director]

Signature of [Elected Member/Director]

Name of [Elected Member/Director]

Name of [Elected Member/Director]

Subscriber

**NEW ZEALAND LOCAL GOVERNMENT
FUNDING AGENCY LIMITED by:**

Signature of Director

Signature of Director

Name of Director

Name of Director

By signing the acknowledgement below, each entity identified in the annexure to this deed as a "CCO Shareholder":

- (a) acknowledges the terms of this deed and the Multi-Issuer Deed;
- (b) agrees to enter into any CCO Support Document to which it is expressed to be a party (as set out in the annexure to this deed); and
- (c) where it is identified in the annexure to this deed as a "LA Shareholder", agrees to the additional representations, undertakings and termination events specified to apply to it pursuant to the annexure to this deed.

ACKNOWLEDGED BY:
[CCO SHAREHOLDER] by:

Signature of [Elected Member/Director]

Signature of [Elected Member/Director]

Name of [Elected Member/Director]

Name of [Elected Member/Director]

ANNEX TO THE ACCESSION DEED

[Exemptions and any additional conditions relating to the Acceding Party to be included here.]

[Include text below if Acceding Party is a CCO]

1. **CCO Shareholder:** As at the date of this deed, for the purposes of the Multi-issuer Deed, the CCO Shareholder[s] in respect of the Acceding Party is: *[specify, including each CCO Shareholder's holding and whether each is a LA Shareholder or Other Shareholder]*.
2. **CCO Credit Support:** As at the date of this deed, for the purposes of the Multi-issuer Deed, the CCO Credit Support is: *[specify, noting whether it reflects a "protected transaction" for any LA Shareholder]*.
3. **CCO Support Document:** As at the date of this deed, for the purposes of the Multi-issuer Deed, the CCO Support Document is: *[specify, including the Debenture Trust Deed and Security Stock Certificate where a LA shareholder is giving a CCO Guarantee]*.
4. **[CCO Negative Pledge and Covenant: [specify].]**
5. **Financial covenants:** [For the purposes of clause 7.5 of the Multi-issuer Deed, the Acceding Party shall procure that [as at each Test Date for the financial year ending on that Test Date]: *[specify financial covenants]*]/[specify that no financial covenants apply]
6. **Insolvency Event:** means the occurrence of any of the following events in relation to the Acceding Party or any CCO Shareholder, without the prior written consent of the Subscriber:
 - (a) it is declared or becomes bankrupt or insolvent or is unable to pay its debts when they fall due;
 - (b) it is presumed to be unable to pay its debts in accordance with section 287 of the Companies Act;
 - (c) a receiver, receiver and manager, liquidator, provisional or interim liquidator, or administrator is appointed in respect of it or any of its assets;
 - (d) an application is made to a court, a meeting is convened or a resolution is passed for it to be wound up or dissolved or for the appointment of a receiver, liquidator, provisional or interim liquidator, statutory manager or administrator to it or any of its assets and such application is not withdrawn or dismissed within **[●]** Business Days;

- (e) any step is taken to appoint, or with a view to appointing, a statutory manager (including the making of any recommendation in that regard by the Financial Markets Authority) under the Corporations (Investigation and Management) Act 1989 in respect of it, or it or any of its associated persons (as that term is defined in that Act) is declared at risk pursuant to the provisions of that Act;
- (f) it:
 - (i) resolves to enter into, or enters into, a scheme of arrangement, a deed of company arrangement, compromise or composition with its creditors or an assignment for their benefit;
 - (ii) proposes or is subject to a moratorium of its debts; or
 - (iii) takes proceedings or actions similar to those mentioned in this paragraph as a result of which its assets are, or are proposed to be, submitted to the control of its creditors;
- (g) it seeks or obtains protection from its creditors under any statute or any other law;
- (h) any attachment, distress, execution or other process is made or levied against any asset of it in an amount in excess of \$[●] (or its equivalent in any currency or currencies) and is not withdrawn, stayed or dismissed within [●] Business Days; or
- (i) an event occurs in relation to it which is analogous to anything referred to above or which has a substantially similar effect. *[Can be amended to reflect a CCO Shareholder's status].*

- 7. **Permitted security interest (cl 6.1A(a)(xiv), (xv))** *[specify]/[None].*
- 8. **Permitted disposal (cl 7.1A(a)(viii)):** *[specify]/[None].*
- 9. **Permitted Distribution (cl 7.1A(a)(xii)(aa)):** *[specify]/[None].*
- 10. **Permitted financial accommodation (cl 7.1A(a)(xiii)):** *[specify]/[None].*
- 11. **Permitted acquisition (cl 7.1A(a)(xv)):** *[specify]/[None].*
- 12. **Permitted merger (cl 7.1A(a)(ix)):** *[specify]/[None].*
- 13. **Additional representations by the Acceding Party (cl 6.1A(a)(xviii)):** *[specify, including representations as to ranking obligations under the Multi-issuer Deed]/[None].*
- 14. **Additional representations by each LA Shareholder (cl 6.1A(b)(viii)):** *[specify]/[None].*

15. **Additional undertakings by the Acceding Party (cl 7.1A(a)(xxi)):** *[specify, including undertakings as to ranking of obligations under the Multi-issuer Deed]*/*[None]*.
16. **Additional undertakings by each LA Shareholder (cl 7.1A(b)(ix)(aa)):** *[specify]*/*[None]*.
17. **Additional termination event in respect of the Acceding Party (cl 7.8(d)):**
[specify]/*[None]*.
18. **Additional termination event in respect of each LA Shareholder (cl 7.8(d)):**
[specify]/*[None]*.
19. **Additional Events of Default in respect of the Acceding Party:**
- (a) **Cross default:**
- (i) any indebtedness of the Acceding Party is not paid when due nor within any originally applicable grace period;
- (ii) any indebtedness of the Acceding Party is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an enforcement event, event of default, acceleration event or similar event (howsoever described);
- (iii) any creditor of the Issuer becomes entitled to declare any indebtedness of the Issuer due and payable prior to its specified maturity as a result of an enforcement event, event of default, acceleration event or similar event (howsoever described),
- provided that no Event of Default will occur under this provision if the aggregate amount of indebtedness or commitment for indebtedness falling within paragraphs (i) to (iii) above is less than \$[●] (or its equivalent in any other currency or currencies);
- [specify each additional Event of Default (if any)]*.
20. **Test Date:** For the purposes of the Multi-issuer Deed, the Test Date for the Acceding Party is: *[specify]* of each year.
21. **Exceptions:** For the purposes of the Multi-issuer Deed, the following amendments are made to clauses 6.1A, 7.1A, 7.8 and 7.9: *[specify]*/*[None]*.

SCHEDULE 5

Form of Term Sheet

The term sheet in respect of each Tranche of Securities (other than EC Securities) will be substantially in the following form, duly supplemented (if necessary), amended (if necessary) and completed to reflect the particular terms of the Securities and their issue. Text in this section appearing in italics does not form part of the term sheet but denotes directions for their completion.



**NEW ZEALAND
LOCAL GOVERNMENT
FUNDING AGENCY**

SETTLEMENTS CONTACT
EMAIL LGFAtenderoperations@lgfa.co.nz
PH 04 974 6530

NZ LOCAL GOVERNMENT FUNDING AGENCY LIMITED TERM SHEET

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions ("**Conditions**") contained in the multi-issuer deed dated 7 December 2011 made by New Zealand Local Government Funding Agency Limited and various Local Authorities. This term sheet contains the final terms of the Securities and must be read in conjunction with the Conditions.

[Include whichever of the following apply or specify as "Not Applicable" (N/A).]

	LOCAL AUTHORITY LENDING SECURITY
LGFA Term Sheet Security Reference	[•]
Subscriber	New Zealand Local Government Funding Agency Limited
Issuer	[•]
Series Number	[•]
Tranche Number	[•]
Type of Securities	<i>[Fixed Rate Securities/Floating Rate Securities/Zero Coupon Securities/Amortising Security]</i>
Security Identifier	[•]
Aggregate Principal Amount	[•]
Issue Price	[•]% of the aggregate Principal Amount
Maturity Date	[•]
Fixed Interest Rate (if Fixed Rate Securities)	[•]
Trade Yield (if Fixed Rate Securities)	[•]

Base Rate + Margin (if Floating Rate Securities)	[•]
Pricing Date (if Fixed Rate Securities) / Interest Rate Set Date (if Floating Rate Securities)	[•]
Issue Date	[•]
Interest Accrual Start Date	[•]
First Interest Payment Date	[•]
Interest Payment Dates	[•]
Interest Periods	[•]
Date Roll (Interest Payment Date and Maturity Date)	[•]
Annual Yield (if Zero Coupon Securities)	[•]
Daycount Convention	Modified Following
Holidays (Business Day)	Christchurch, Wellington, Auckland
Minimum Subscription Amount/multiples	[•]
Governing Law	New Zealand
Additional conditions	[Specify] [N/A]
Registrar	[•]
Agency Agreement	[•]
CCO Support Documents	[specify each security and guarantee document] or [N/A if not a CCO Issuer]
CCO Credit Support	[specify each security and guarantee] or [N/A if not a CCO Issuer]
CCO Negative Pledge and Covenant	[specify full negative pledge (if applicable) and any permitted security interest. See definition of "CCO Negative Pledge and Covenant" in clause 1.1 of the Conditions] or [N/A if not a CCO Issuer]
Insolvency Event	[The occurrence of any of the following events in relation to the Issuer or any CCO Shareholder, without the prior written consent of the Holders: (a) it is declared or becomes bankrupt or insolvent or is unable to pay its debts when they fall due;

	<p>(b) it is presumed to be unable to pay its debts in accordance with section 287 of the Companies Act;</p> <p>(c) a receiver, receiver and manager, liquidator, provisional or interim liquidator, or administrator is appointed in respect of it or any of its assets;</p> <p>(d) an application is made to a court, a meeting is convened or a resolution is passed for it to be wound up or dissolved or for the appointment of a receiver, liquidator, provisional or interim liquidator, statutory manager or administrator to it or any of its assets and such application is not withdrawn or dismissed within [•] Business Days;</p> <p>(e) any step is taken to appoint, or with a view to appointing, a statutory manager (including the making of any recommendation in that regard by the Financial Markets Authority) under the Corporations (Investigation and Management) Act 1989 in respect of it, or it or any of its associated persons (as that term is defined in that Act) is declared at risk pursuant to the provisions of that Act;</p> <p>(f) it:</p> <p style="padding-left: 40px;">(i) resolves to enter into, or enters into, a scheme of arrangement, a deed of company arrangement, compromise or composition with its creditors or an assignment for their benefit;</p> <p style="padding-left: 40px;">(ii) proposes or is subject to a moratorium of its debts; or</p> <p style="padding-left: 40px;">(iii) takes proceedings or actions similar to those mentioned in this paragraph as a result of which its assets are, or are proposed to be, submitted to the control of its creditors;</p> <p>(g) it seeks or obtains protection from its creditors under any statute or any other law;</p>
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	<p>(h) any attachment, distress, execution or other process is made or levied against any asset of it in an amount in excess of \$[●] (or its equivalent in any currency or currencies) and is not withdrawn, stayed or dismissed within [●] Business Days; or</p> <p>(i) an event occurs in relation to it which is analogous to anything referred to above or which has a substantially similar effect. <i>[Can be amended to reflect a CCO Shareholder's status] or [N/A if not a CCO Issuer]</i></p>
<p>Additional Event of Default</p>	<p>(a) Cross default:</p> <p>(i) any indebtedness of the Issuer is not paid when due nor within any originally applicable grace period;</p> <p>(ii) any indebtedness of the Issuer is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an enforcement event, event of default, acceleration event or similar event (howsoever described);</p> <p>(iii) any creditor of the Issuer becomes entitled to declare any indebtedness of the Issuer due and payable prior to its specified maturity as a result of an enforcement event, event of default, acceleration event or similar event (howsoever described),</p> <p>provided that no Event of Default will occur under this provision if the aggregate amount of indebtedness or commitment for indebtedness falling within paragraphs (i) to (iii) above is less than \$[●] (or its equivalent in any other currency or currencies).</p> <p><i>[specify each additional Event of Default (if any)]</i></p>

NEW ZEALAND LOCAL GOVERNMENT FUNDING AGENCY LIMITED by *[insert Execution method]:*

[Insert execution block for local authority]

[For the avoidance of doubt, term sheets may include the terms of the corresponding Borrower Notes at the Subscriber's sole discretion and such inclusion shall not invalidate the relevant term sheet]

SCHEDULE 6

Form of Notice of Commitment for EC Securities

To: New Zealand Local Government Funding Agency Limited ("**Subscriber**")
Attention: { }

Email: { }
Date: { }

Re: Multi-issuer Deed dated 7 December 2011 ("**Deed**")
Terms defined in the Deed have the same meaning in this Notice of Commitment unless the context requires otherwise.

1. For the purpose of clause 4.2(b) of the Deed, the Issuer hereby irrevocably and unconditionally offers to issue the EC Securities on the terms contained in the preliminary Final Terms enclosed with this notice.
2. The Issuer requests that the Subscriber accepts the above offer for the purposes of clause 4.2 of the Deed by counter-signing and returning to the Issuer a duplicate copy of this Notice of Commitment.

Yours faithfully
[*Local Authority*]

Signature of officer

The Subscriber hereby accepts the offer of the issuance of the EC Securities described in this notice, such acceptance subject to the conditions specified in clause 4.5 of the Deed.

**NEW ZEALAND LOCAL GOVERNMENT
FUNDING AGENCY LIMITED** by:

Signature of director

Signature of director

Name of director

Name of director

Date: [●]
[**Attach preliminary Final Terms**]

SCHEDULE 7

Form of Compliance Certificate

To: New Zealand Local Government Funding Agency Limited

Attention: { }

Email: { }

Date: { }

Re: Multi-issuer Deed dated 7 December 2011 ("**Deed**")

Terms defined in the Deed have the same meanings in this Compliance Certificate unless the context requires otherwise.

1. This certificate is given to you pursuant to clause 7.5 of the Deed.
2. For the purposes of this certificate the Test Date is *[insert date]*.
3. I, *[name]* the *[insert position of Authorised Signatory]* of *[Council name]* Council ("**Issuer**") certify that to the best of my knowledge and belief, having made due enquiry the covenants and ratios detailed in appendix A (comparing actual performance to the financial covenant) were true and correct in all respects as at the Test Date.
- [4. The Issuer provides the following details relating to breaches of the covenants and ratios detailed in appendix A (if any) as at the Test Date: *[insert details]*].

Dated: [•]

[name of Issuer] by:

[Authorised Signatory]

APPENDIX A TO COMPLIANCE CERTIFICATE

Financial Covenant (clause 7.5)	Required Performance (%)	Actual Performance (%)
Net Debt: Total Revenue	[insert]	[insert]
Net Interest: Total Revenue	[insert]	[insert]
Net Interest: Annual Rates Income	[insert]	[insert]
Available Financial Accommodation: External Indebtedness	[insert]	[insert]

Financial Covenant Components

Net Debt	[insert]
Total Revenue	[insert]
Net Interest	[insert]
Annual Rates Income	[insert]
Available Financial Accommodation	[insert]
External indebtedness	[insert]

[insert/attach supporting information used to determine relevant financial covenant components, including providing details of various amounts at Issuer and/or Consolidated Group depending on parameters that apply under the Deed]



Amendment and Restatement Deed (Notes Subscription Agreement)

PARTIES

New Zealand Local Government Funding Agency Limited

Issuer

The Local Authorities listed in Schedule 1

Subscribers

DEED dated 2020

PARTIES

New Zealand Local Government Funding Agency Limited
("Issuer")

The Local Authorities listed in Schedule 1
("Subscribers" and each a "Subscriber")

INTRODUCTION

The parties wish to amend and restate the Notes Subscription Agreement as set out in this deed.

COVENANTS

1. INTERPRETATION

1.1 Definitions: In this deed:

"Notes Subscription Agreement" means the notes subscription agreement dated 7 December 2011 (as amended and restated on 4 June 2015) between the Issuer and the Subscribers.

"Effective Date" means the date notified by the Issuer as the Effective Date in accordance with clause 2.1.

1.2 Notes Subscription Agreement definitions: Words and expressions defined in the Notes Subscription Agreement (as amended by this deed) have, except to the extent the context requires otherwise, the same meaning in this deed.

1.3 Miscellaneous:

- (a) Headings are inserted for convenience only and do not affect interpretation of this deed.
- (b) References to a person include that person's successors, permitted assigns, executors and administrators (as applicable).
- (c) Unless the context otherwise requires, the singular includes the plural and vice versa and words denoting individuals include other persons and vice versa.
- (d) A reference to any legislation includes any statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
- (e) A reference to any document includes reference to that document as amended, modified, novated, supplemented, varied or replaced from time to time.

- (f) Unless otherwise stated, reference to a clause or schedule is a reference to a clause of or schedule to this deed.
- (g) A reference to "including", "for example" or "such as", when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

2. CONDITIONS PRECEDENT

- 2.1 **Effective Date:** The Effective Date shall be the date the Issuer confirms to the Subscribers that it has received, and found satisfactory to it in form and substance, the documents and evidence specified in schedule 2.

3. AMENDMENT AND RESTATEMENT

- 3.1 **Amendment and restatement:** With effect on and from the Effective Date, the Notes Subscription Agreement shall be amended and restated in the form set out in the appendix to this deed in accordance with clause 14.1 of the Notes Subscription Agreement.
- 3.2 **Full force and effect:** Except to the extent amended by this deed, the Notes Subscription Agreement remains in full force and effect.

4. SUBSCRIBERS ACKNOWLEDGEMENTS AND CONFIRMATIONS

- 4.1 **Notice details:** Each Subscriber confirms that its current notice details for the purposes of clause 13 of the Notes Subscription Agreement are as set out in schedule 1.
- 4.2 **Existing Borrower Notes:** Each Subscriber and the Issuer agrees that the Notes Subscription Agreement (as amended by this deed) applies to all existing Borrower Notes issued by the Issuer to that Subscriber.

5. GENERAL

- 5.1 **Counterparts:** This deed may be executed in any number of counterparts, and this shall have the same effect as if the signatures on the counterparts were on a single copy of this deed.
- 5.2 **Governing law:** This deed is governed by, and construed in accordance with, New Zealand law. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

EXECUTED AS A DEED

The Subscribers

ASHBURTON DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

AUCKLAND COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

BAY OF PLENTY REGIONAL COUNCIL

by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

BULLER DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

CANTERBURY REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

CARTERTON DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

**CENTRAL HAWKE'S BAY DISTRICT
COUNCIL** by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

CHRISTCHURCH CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

CLUTHA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

FAR NORTH DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

GISBORNE DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

GORE DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

GREY DISTRICT COUNCIL by:

Signature of Elected Member

Signature of Elected Member

Name of Elected Member

Name of Elected Member

HAMILTON CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

HASTINGS DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

HAURAKI DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

HAWKE'S BAY REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

HOROWHENUA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

HURUNUI DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

HUTT CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

INVERCARGILL CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

KAIKOURA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

Kaipara District Council by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

KAPITI COAST DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

MACKENZIE DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

MANAWATU DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

MANAWATŪ-WHANGANUI REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

MARLBOROUGH DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

MASTERTON DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

MATAMATA-PIAKO DISTRICT COUNCIL
by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

NELSON CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

NEW PLYMOUTH DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

NORTHLAND REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

ŌPŌTIKI DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

ŌTOROHANGA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

PALMERSTON NORTH CITY COUNCIL
by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

PORIRUA CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

QUEENSTOWN-LAKES DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

RANGITIKEI DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

ROTORUA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

RUAPEHU DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

SELWYN DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

SOUTH TARANAKI DISTRICT COUNCIL
by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

SOUTH WAIRARAPA DISTRICT COUNCIL
by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

STRATFORD DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

TARANAKI REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

TARARUA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

TASMAN DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

TAUPO DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

TAURANGA CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

**THAMES-COROMANDEL DISTRICT
COUNCIL** by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

TIMARU DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

UPPER HUTT CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WAIKATO DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WAIKATO REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WAIMAKARIRI DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WAIPA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WAIROA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WAITOMO DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WELLINGTON CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WELLINGTON REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WEST COAST REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WESTERN BAY OF PLENTY DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WESTLAND DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WHAKATANE DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WHANGANUI DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WHANGAREI DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

The Issuer

**NEW ZEALAND LOCAL GOVERNMENT
FUNDING AGENCY LIMITED** by:

Signature of director

Signature of director

Name of director

Name of director

SCHEDULE 1

Subscribers

Local Authority name:	Debenture Trust Deed, Agency Agreement and Registrar details:	Details for notices:
Ashburton District Council	<p>Debenture Trust Deed between Ashburton District Council and Trustees Executors Limited dated 23 April 2010.</p> <p>Registrar and Paying Agency Agreement between Ashburton District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 13 April 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Ashburton District Council 5 Baring Square West Ashburton</p> <p>Postal Address: Ashburton District Council PO Box 94 Ashburton 7740</p> <p>Email: Rachel.Sparks@adc.govt.nz Attention: Finance Manager</p>
Auckland Council	<p>Debenture Trust Deed between Auckland Council and Trustees Executors Limited dated 2 December 2010, as amended from time to time and most recently on 25 May 2016.</p> <p>Registrar and Paying Agency Agreement between Auckland Council and Computershare Investor Services Limited dated 5 November 2010, as amended from time to time and most recently on 12 December 2017.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Delivery Address: 135 Albert Street Auckland 1010</p> <p>Postal Address: Private Bag 92300 Victoria Street West Auckland 1142</p> <p>Email: john.bishop@aucklandcouncil.govt.nz Attention: John Bishop, Group Treasurer</p>
Bay Of Plenty Regional Council	<p>Debenture Trust Deed between Bay of Plenty Regional Council and Trustees Executors Limited dated on or about 30 November 2011.</p>	<p>Delivery Address: 5 Quay Street Whakatāne</p>

	<p>Registrar and Paying Agency Agreement between Bay of Plenty Regional Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Postal Address: P O Box 364 Whakatāne 3158</p> <p>Email: mat.taylor@boprc.govt.nz</p> <p>Attention: Mat Taylor</p>
Buller District Council	<p>Debenture Trust Deed between Buller District Council and Corporate Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 20 October 2015.</p> <p>Registry Customer Agreement between Buller District Council and Link Market Services Limited dated 20 October 2015.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: Buller District Council 6-8 Brougham Street Westport</p> <p>Attention: Wendy Thompson, Financial Accountant</p>
Canterbury Regional Council	<p>Debenture Trust Deed between Canterbury Regional Council and Trustees Executors Limited dated 21 September 2015.</p> <p>Registry Customer Agreement between Canterbury Regional Council and Link Market Services Limited dated 21 September 2015.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: 200 Tuam Street Christchurch 8140</p> <p>Attention: Chief Financial Officer</p> <p>Postal Address: PO Box 345 Christchurch</p>
Carterton District Council	<p>Debenture Trust Deed between Carterton District Council and</p>	<p>Delivery Address: Carterton District Council</p>

	<p>Covenant Trustee Services Limited dated 18 February 2020.</p> <p>Registry Customer Agreement between Carterton District Council and Link Market Services Limited dated 18 February 2020.</p> <p>Registrar: Link Market Services Limited</p>	<p>28 Holloway Street CARTERTON 5713</p> <p>Attention: Jane Davis</p> <p>Email: jane.davis@cdc.govt.nz</p> <p>Postal Address: Carterton District Council PO Box 9 CARTERTON 5713</p>
<p>Central Hawke's Bay District Council</p>	<p>Debenture Trust Deed between Central Hawke's Bay District Council and Covenant Trustee Services Limited dated 12 July 2016.</p> <p>Registrar and Paying Agency Agreement between Central Hawke's Bay District Council and Computershare Investor Services Limited dated 2 April 2004, as amended from time to time and most recently on 12 July 2016.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Central Hawke's Bay District Council 28-32 Ruataniwha Street Waipawa 4240</p> <p>Attention: Chief Executive Officer</p> <p>Facsimile: (06) 857 7179</p> <p>Email: info@chbdc.govt.nz</p>
<p>Christchurch City Council</p>	<p>Debenture Trust Deed between Christchurch City Council and Trustees Executors Limited dated 26 March 2007, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between Christchurch City Council and Computershare</p>	<p>Delivery Address: Civic Offices 53 Hereford Street Christchurch</p> <p>Postal Address: P O Box 73016 Christchurch 8154</p> <p>Email: Treasury@ccc.govt.nz</p>

	<p>Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Attention: Andrew Jefferies</p>
<p>Clutha District Council</p>	<p>Debenture Trust Deed between Clutha District Council and Trustees Executors Limited dated 21 December 2018.</p> <p>Registry Customer Agreement between Clutha District Council and Link Market Services Limited dated 21 December 2018.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: Clutha District Council 1 Rosebank Terrace Balclutha 9230</p> <p>Attention: John Scott</p> <p>Email: john-scott@cluthadc.govt.nz</p> <p>Postal Address: PO Box 25 Rosebank Terrace Balclutha 9240</p>
<p>Far North District Council</p>	<p>Debenture Trust Deed between Far North District Council and Trustees Executors Limited dated 31 May 2011, as amended from time to time and most recently on 13 February 2013.</p> <p>Registrar and Paying Agency Agreement between Far North District Council and Computershare Investor Services Limited dated 14 April 2004, as amended from time to time and most recently on 14 February 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Memorial Avenue, Kaikohe</p> <p>Postal Address: Private Bag 752, Kaikohe 0440</p> <p>Email: William.taylor@fndc.govt.nz Janice.smith@fndc.govt.nz</p> <p>Attention: General Manager, Corporate Services</p>

<p>Gisborne District Council</p>	<p>Debenture Trust Deed between Gisborne District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 6 August 2003, as amended from time to time and most recently on 28 November 2012.</p> <p>Registrar and Paying Agency Agreement between Gisborne District Council and Link Market Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2012.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: 15 Fitzherbert Street Gisborne</p> <p>Postal Address: PO Box 747 Gisborne 4010</p> <p>Email: treasury@gdc.govt.nz</p> <p>Attention: Pauline Foreman</p>
<p>Gore District Council</p>	<p>Debenture Trust Deed between Gore District Council and Trustees Executors Limited dated 9 March 2016.</p> <p>Registry Customer Agreement between Gore District Council and Link Market Services Limited dated 9 March 2016.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: Gore District Council 29 Bowler Avenue Gore 9740</p> <p>Attention: Chief Financial Officer</p> <p>Facsimile: (03) 209 0330</p> <p>Email: info@goredc.govt.nz</p> <p>Postal Address: PO Box 8 Gore 9740</p>

<p>Grey District Council</p>	<p>Debenture Trust Deed between Grey District Council and Trustees Executors Limited dated 28 March 2013.</p> <p>Registrar and Paying Agency Agreement between Grey District Council and Computershare Investor Services Limited dated 28 March 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 105 Tainui Street Greymouth 7805</p> <p>Postal Address: PO Box 382 Greymouth 7840</p> <p>Email: finance@greydc.govt.nz Attention: Corporate Services Manager</p>
<p>Hamilton City Council</p>	<p>Debenture Trust Deed between Hamilton City Council and Trustees Executors Limited dated 19 June 2001, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between Hamilton City Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 260 Anglesea Street Council Building Garden Place Hamilton 3240</p> <p>Postal Address: Private Bag 3010 Hamilton 3240</p> <p>Email: david.bryant@hcc.govt.nz Attention: David Bryant</p>
<p>Hastings District Council</p>	<p>Debenture Trust Deed between Hastings District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 16 March 2007, as amended from time to time and most recently on 30 November 2011.</p>	<p>Delivery Address: 207 Lyndon Road East Hastings 4122</p> <p>Postal Address: Private Bag 9002 Hastings 4156</p> <p>Email: brucea@hdc.govt.nz</p>

	<p>Registrar and Paying Agency Agreement between Hastings District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Attention: Bruce Allan</p>
<p>Hauraki District Council</p>	<p>Debenture Trust Deed between Hauraki District Council and Trustees Executors Limited dated 29 November 2012.</p> <p>Registrar and Paying Agency Agreement between Hauraki District Council and Computershare Investor Services Limited dated 29 November 2012.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: William Street Paeroa 3600</p> <p>Postal Address: PO Box 17 Paeroa 3640</p> <p>Email: info@hauraki-dc.govt.nz</p> <p>Attention: Corporate Services Group Manager</p>

<p>Hawke's Bay Regional Council</p>	<p>Debenture Trust Deed between Hawke's Bay Regional Council and Covenant Trustee Services Limited dated 20 March 2019.</p> <p>Registrar and Paying Agent Services Agreement between Hawke's Bay Regional Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 20 March 2019.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Hawke's Bay Regional Council 159 Dalton Street Napier 4110</p> <p>Attention: Bronda Smith</p> <p>Email: bronda.smith@hbrc.govt.nz</p> <p>Postal Address: Hawke's Bay Regional Council Private Bag 6006 Napier 4142</p>
<p>Horowhenua District Council</p>	<p>Debenture Trust Deed between Horowhenua District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 27 April 2010, as amended from time to time and most recently on 28 November 2012.</p> <p>Registrar and Paying Agency Agreement between Horowhenua District Council and Computershare Investor Services Limited dated 23 March 2004, as amended from time to time and most recently on 28 November 2012.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 126 - 148 Oxford Street Levin 5510</p> <p>Postal Address: Private Bag 4002 Levin 5540</p> <p>Email: dougl@horowhenua.govt.nz</p> <p>Attention: Doug Law</p>
<p>Hurunui District Council</p>	<p>Debenture Trust Deed between Hurunui District Council and Perpetual Trust Limited (and now between the Council and Covenant</p>	<p>Delivery Address: 66 Carters Road (SH1) Amberley 7410</p>

	<p>Trustee Services Limited) dated 27 May 2010, as amended from time to time and most recently on 31 October 2013.</p> <p>Registrar and Paying Agency Agreement between Hurunui District Council and Computershare Investor Services Limited dated 27 May 2010, as amended from time to time and most recently on 31 October 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Postal Address: PO Box 13 Amberley 7441 North Canterbury</p> <p>Email: jason.beck@hurunui.govt.nz</p> <p>Attention: Jason Beck</p>
Hutt City Council	<p>Debenture Trust Deed between Hutt City Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 6 August 1998, as amended from time to time and most recently on 30 November 2012.</p> <p>Registrar and Paying Agency Agreement between Hutt City Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 18 February 2014.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 30 Laings Road Lower Hutt</p> <p>Postal Address: Private bag 31912 Lower Hutt 5040</p> <p>Email: glenn.phillips@huttcity.govt.nz</p> <p>Attention: Glenn Usoali'i-Phillips</p>
Invercargill City Council	<p>Debenture Trust Deed between Invercargill City Council and Trustees Executors Limited dated 22 October 2015, as amended from</p>	<p>Delivery Address: Invercargill City Council</p> <p>Attention: Dave Foster</p> <p>Email: dave.foster@icc.govt.nz</p>

	<p>time to time and most recently on 2 April 2019.</p> <p>Registrar and Paying Agent Services Agreement between Invercargill City Council and Computershare Investor Services Limited dated 22 October 2015, as amended from time to time and most recently on 2 April 2019.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Postal Address: Invercargill City Council Private Bag 90104 Invercargill 9840</p>
Kaikoura District Council	<p>Debenture Trust Deed between Kaikoura District Council and Covenant Trustee Services Limited dated 20 December 2019.</p> <p>Registry Customer Agreement between Kaikoura District Council and Link Market Services Limited dated 20 December 2019.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: Kaikoura District Council 96 West End Kaikoura 7340</p> <p>Attention: Sheryl Poulsen</p> <p>Email: Sheryl.poulsen@kaikoura.govt.nz</p> <p>Postal Address: Kaikoura District Council PO Box 6 Kaikoura 7340</p>
Kaipara District Council	<p>Debenture Trust Deed between Kaipara District Council and Corporate Trust Limited (trading as Foundation Corporate Trust) (and now between the Council and Covenant Trustee Services Limited) dated 13 September 2013.</p> <p>Registrar and Paying Agency Agreement between Kaipara District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time</p>	<p>Delivery Address: 42 Hokianga Road Dargaville</p> <p>Attention: General Manager Sustainable Growth and Investment</p> <p>Email: sdavidson@kaipara.govt.nz</p> <p>Postal Address: Private Bag 1001</p>

	<p>to time and most recently on 22 March 2016.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Dargaville 0340</p>
<p>Kapiti Coast District Council</p>	<p>Debenture Trust Deed between Kāpiti Coast District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 19 September 2012.</p> <p>Registrar and Paying Agency Agreement between Kāpiti Coast District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 28 June 2012.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Council Offices 175 Rimu Road Paraparaumu 5032</p> <p>Postal Address: Private Bag 60-601 Paraparaumu 5254</p> <p>Email: wayne.maxwell@kapiticoast.govt.nz Attention: Wayne Maxwell</p> <p>Email: mark.dehaast@kapiticoast.govt.nz Attention: Mark de Haast</p> <p>Email: david.wilson@kapiticoast.govt.nz Attention: David Wilson</p>
<p>Mackenzie District Council</p>	<p>Debenture Trust Deed between Mackenzie District Council and Trustees Executors Limited dated 21 December 2018.</p> <p>Registry Customer Agreement between Mackenzie District Council and Link Market Services Limited dated 21 December 2018.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: Mackenzie District Council 53 Main Street FAIRLIE 7925</p> <p>Attention: Adrian Hodgett</p> <p>Email: adrian@mackenzie.govt.nz</p>

		<p>Postal Address: PO Box 52 Main Street FAIRLIE 7949</p>
<p>Manawatu District Council</p>	<p>Debenture Trust Deed between Manawatu District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 26 September 2012.</p> <p>Registrar and Paying Agency Agreement between Manawatu District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 28 September 2012.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 135 Manchester Street Fielding</p> <p>Postal Address: Private Bag 10001 Fielding 4743</p> <p>Email: amanda.calman@mdc.govt.nz</p> <p>Attention: Amanda Calman</p>
<p>Manawatū-Whanganui Regional Council (which trades as Horizons Regional Council)</p>	<p>Debenture Trust Deed between Horizons Regional Council and Trustees Executors Limited dated 28 July 2008, as amended from time to time and most recently on 9 September 2013.</p> <p>Registrar and Paying Agency Agreement between Horizons Regional Council and Computershare Investor Services Limited dated 28 July 2008, as amended from time to time and most recently on 4 September 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 11-15 Victoria Avenue Palmerston North</p> <p>Postal Address: Private Bag 11025 Manawatu Mail Centre Palmerston North</p> <p>Email: treasury@horizons.govt.nz</p> <p>Attention: Adrian Smith</p>

<p>Marlborough District Council</p>	<p>Debenture Trust Deed between Marlborough District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 10 December 2010, as amended from time to time and most recently on 30 November 2012.</p> <p>Registrar and Paying Agency Agreement between Marlborough District Council and Computershare Investor Services Limited dated 5 October 2010, as amended from time to time and most recently on 30 November 2012.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 15 Seymour Street Seymour Square Blenheim 7201</p> <p>Postal Address: PO Box 443 Blenheim 7240</p> <p>Email: Martin.Fletcher@marlborough.govt.nz Borrowings@marlborough.govt.nz Attention: Martin Fletcher/Adrian Ferris</p>
<p>Masterton District Council</p>	<p>Debenture Trust Deed between Masterton District Council and Trustees Executors Limited dated 26 June 2007, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between Masterton District Council and Computershare Investor Services Limited dated 18 June 2007, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 27 Lincoln Road Masterton 5810</p> <p>Postal Address: PO Box 444 Masterton 5840</p> <p>Email: davidp@mstn.govt.nz</p> <p>Attention: Manager Finance</p>
<p>Matamata-Piako District Council</p>	<p>Debenture Trust Deed between Matamata-Piako District Council and Trustees Executors Limited dated 9 May 2011, as amended from time to</p>	<p>Delivery Address: 35 Kenrick Street Te Aroha</p>

	<p>time and most recently on 13 February 2013.</p> <p>Registrar and Paying Agency Agreement between Matamata-Piako District Council</p> <p>Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 13 February 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Postal Address:</p> <p>PO Box 266</p> <p>Te Aroha</p> <p>Email: danglesey@mpdc.govt.nz lrushbrooke@mpdc.govt.nz</p> <p>Attention: Finance and Business Service Manager / Deputy Finance Manager</p>
Nelson City Council	<p>Debenture Trust Deed between Nelson City Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 10 December 2010, as amended from time to time and most recently on 2 April 2013.</p> <p>Registry Customer Agreement between Nelson City Council and Link Market Services Limited dated 10 December 2010, as amended from time to time and most recently on 2 April 2013.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address:</p> <p>Civic House</p> <p>110 Trafalgar Street</p> <p>Nelson 7010</p> <p>Postal Address:</p> <p>PO Box 645</p> <p>Nelson 7040</p> <p>Email: Nikki.harrison@ncc.govt.nz</p> <p>Attention: Group Manager Corporate Services</p>
New Plymouth District Council	<p>Debenture Trust Deed between New Plymouth District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 21 May 2009, as amended from time to time and most recently on 30 November 2011.</p>	<p>Delivery Address:</p> <p>Liardet St</p> <p>New Plymouth</p> <p>Postal Address:</p> <p>Private Bag 2025</p> <p>New Plymouth 4342</p>

	<p>Registrar and Paying Agency Agreement between New Plymouth District Council and Computershare Investor Services Limited dated 16 March 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Email: alison.trustrumraine@npdc.govt.nz / carla.freeman@npdc.govt.nz</p> <p>Attention: Alison TrustrumRaine / Carla Freeman</p>
Northland Regional Council	<p>Debenture Trust Deed between Northland Regional Council and Trustees Executors Limited dated 6 July 2015.</p> <p>Registry Customer Agreement between Northland Regional Council and Link Market Services Limited dated 6 July 2015.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: Northland Regional Council 36 Water St Whangarei 0110</p> <p>Attention: Chief Executive Officer</p> <p>Facsimile: (09) 470 1202</p> <p>Email: malcolmn@nrc.govt.nz, with a copy to mailroom@nrc.govt.nz</p> <p>Postal Address: 36 Water St Whangarei 0110</p>
Ōpōtiki District Council	<p>Debenture Trust Deed between Ōpōtiki District Council and Trustees Executors Limited dated 11 November 2014.</p> <p>Registrar and Paying Agency Agreement between Ōpōtiki District Council and Computershare Investor Services Limited dated 1</p>	<p>Delivery Address: Ōpōtiki District Council 108 St John Street Ōpōtiki 3122</p> <p>Postal Address: PO Box 44</p>

	<p>April 2004, as amended from time to time and most recently on 11 November 2014.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Ōpōtiki 3162</p> <p>Email: GregoryR@odc.govt.nz</p> <p>Attention: Gregory Robertson</p>
<p>Ōtorohanga District Council</p>	<p>Debenture Trust Deed between Ōtorohanga District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between Ōtorohanga District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address:</p> <p>17 Maniapoto Street Ōtorohanga 3940</p> <p>Postal Address PO Box 11 Ōtorohanga 3940</p> <p>Email: grahamb@otodc.govt.nz</p> <p>Attention: Graham Bunn</p>
<p>Palmerston North City Council</p>	<p>Debenture Trust Deed between Palmerston North City Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 18 February 1999, as amended from time to time and most recently on 4 April 2012.</p> <p>Registrar and Paying Agency Agreement between Palmerston North City Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 10 April 2012.</p>	<p>Delivery Address:</p> <p>32 The Square Palmerston North 4410</p> <p>Postal Address: Private Bag 11034 Palmerston North</p> <p>Email: steve.paterson@pncc.govt.nz</p> <p>Attention: Strategy Manager Finance</p>

	Registrar: Computershare Investor Services Limited	
Porirua City Council	<p>Debenture Trust Deed between Porirua City Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 16 September 1997, as amended from time to time and most recently on 1 August 2014).</p> <p>Registrar and Paying Agency Agreement between Porirua City Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 July 2014.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 16 Cobham Court Porirua 5022</p> <p>Postal Address: PO Box 50218 Porirua 5240</p> <p>Email: stephen.woolley@poriruacity.govt.nz</p> <p>Attention: Stephen Woolley</p>
Queenstown-Lakes District Council	<p>Debenture Trust Deed between Queenstown Lakes District Council and Perpetual Trust Limited (trading as Foundation Corporate Trust) (and now between the Council and Covenant Trustee Services Limited) dated 28 September 2009, as amended from time to time and most recently on 14 February 2013.</p> <p>Registrar and Paying Agency Agreement between Queenstown Lakes District Council and Computershare Investor Services Limited dated 3 December 2003, as amended from time to time and most recently on 13 February 2013.</p>	<p>Delivery Address: 10 Gorge Road Queenstown 9300</p> <p>Postal Address: Private Bag 50072 Queenstown 9348</p> <p>Email: services@qldc.govt.nz</p> <p>Attention: Chief Financial Officer</p>

	Registrar: Computershare Investor Services Limited	
Rangitikei District Council	<p>Debenture Trust Deed between Rangitikei District Council and Trustees Executors Limited dated 18 December 2017.</p> <p>Registry Customer Agreement between Rangitikei District Council and Link Market Services Limited dated 18 December 2017.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: Rangitikei District Council 46 High Street Marton 4741</p> <p>Attention: Joanne Devine</p> <p>Email: jo.devine@rangitikei.govt.nz</p> <p>Postal Address: Private Bag 1102 Marton 4741</p>
Rotorua District Council	<p>Debenture Trust Deed between Rotorua District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 22 December 1998, as amended from time to time and most recently on 14 February 2013.</p> <p>Registrar and Paying Agency Agreement between Rotorua District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 18 February 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Civic Centre 1061 Haupapa Street Rotorua</p> <p>Postal Address: Private Bag 3029 Rotorua Mail Centre Rotorua</p> <p>Email: Thomas.colle@rdc.govt.nz Attention: Thomas Colle</p>
Ruapehu District Council	Debenture Trust Deed between Ruapehu District Council and	Delivery Address: Ruapehu District Council

	<p>Trustees Executors Limited dated 3 July 2018.</p> <p>Registrar and Paying Agency Agreement between Ruapehu District Council and Computershare Investor Services Limited dated 3 July 2018.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>59 - 63 Huia Street Taumarunui 3920</p> <p>Attention: Alan Young</p> <p>Email: Alan.young@ruapehudc.govt.nz</p> <p>Postal Address: Private Bag 1001 Taumarunui 3946</p>
Selwyn District Council	<p>Debenture Trust Deed between Selwyn District Council and Trustees Executors Limited dated 17 July 2009, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between Selwyn District Council and Computershare Investor Services Limited dated 17 July 2009, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Delivery Address: 2 Norman Kirk Drive Rolleston</p> <p>Postal Address: P O Box 90 Rolleston 7643</p> <p>Email: Treasury.management@selwyn.govt.nz</p> <p>Attention: Greg Bell</p>
South Taranaki District Council	<p>Debenture Trust Deed between South Taranaki District Council and Trustees Executors Limited dated 21 December 2007, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between South Taranaki District Council and</p>	<p>Delivery Address: 105-111 Albion Street Hawera 4610</p> <p>Postal Address: Private Bag 902 Hawera 4640</p> <p>Email: Vipul.mehta@stdc.govt.nz</p>

	<p>Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Attention: Vipul Mehta</p>
<p>South Wairarapa District Council</p>	<p>Debenture Trust Deed between South Wairarapa District Council and Trustees Executors Limited dated 10 March 2016.</p> <p>Registrar and Paying Agency Agreement between South Wairarapa District Council and Computershare Investor Services Limited dated 10 March 2016.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Delivery Address: South Wairarapa District Council 19 Kitchener Street Martinborough 5711</p> <p>Attention: Harry Wilson/Katrina Neems</p> <p>Email: harry.wilson@swdc.govt.nz / katrina.neems@swdc.govt.nz</p> <p>Postal Address: PO Box 6 Martinborough 5741</p>
<p>Stratford District Council</p>	<p>Debenture Trust Deed between Stratford District Council and Trustees Executors Limited dated 22 May 2018.</p> <p>Registrar and Paying Agency Agreement between Stratford District Council and Computershare Investor Services Limited dated 22 May 2018.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Delivery Address: Stratford District Council 61-63 Miranda Street Stratford 4332</p> <p>Attention: Tiffany Radich</p> <p>Email: TRadich@stratford.govt.nz</p> <p>Postal Address: PO Box 320 Stratford 4352</p>

<p>Taranaki Regional Council</p>	<p>Debenture Trust Deed between Taranaki Regional Council and Trustees Executors Limited dated 9 October 2019.</p> <p>Registrar and Paying Agent Services Agreement between Taranaki Regional Council and Computershare Investor Services Limited dated 9 October 2019.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Delivery Address: Taranaki Regional Council 47 Cloten Road Stratford 4332</p> <p>Attention: Mike Nield</p> <p>Fax: +64 6 765 5097</p> <p>Postal Address: Taranaki Regional Council Private Bag 713 Stratford 4352</p>
<p>Tararua District Council</p>	<p>Debenture Trust Deed between Tararua District Council and Trustees Executors Limited dated 31 May 2013.</p> <p>Registry Customer Agreement between Tararua District Council and Link Market Services Limited dated 31 May 2013.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: 26 Gordon Street Dannevirke</p> <p>Postal Address: 26 Gordon Street PO Box 115 Dannevirke 4942</p> <p>Email: cameron.mckay@tararuadc.govt.nz raj.supiah@tararuadc.govt.nz</p> <p>Attention: Finance Manager</p>
<p>Tasman District Council</p>	<p>Debenture Trust Deed between Tasman District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 7 July 2010, as amended from time to time and most recently on 30 November 2011.</p>	<p>Delivery Address: 189 Queen Street, Richmond, Nelson 7050</p> <p>Postal Address Private Bag 4 Richmond, Nelson 7050</p> <p>Email: treasury@tasman.govt.nz</p>

	<p>Registry Customer Agreement between Tasman District Council and Link Market Services Limited dated 7 July 2010, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Link Market Services Limited.</p>	<p>Attention: Corporate Services Manager</p>
Taupo District Council	<p>Debenture Trust Deed between Taupo District Council and Trustees Executors Limited dated 19 October 2009, as amended from time to time and most recently on 30 November 2011.</p> <p>Registry Customer Agreement between Taupo District Council and Link Market Services Limited dated 13 July 2009, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Link Market Services Limited.</p>	<p>Delivery Address: 72 Lake Terrace Taupo 3330</p> <p>Postal Address: Private Bag 2005 Taupo 3352</p> <p>Email: nward@taupo.govt.nz</p> <p>Attention: Neil Ward</p>
Tauranga City Council	<p>Debenture Trust Deed between Tauranga District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 11 August 1998, as amended from time to time and most recently on 7 September 2012.</p> <p>Registry and Payment Services Agreement between Tauranga District Council and Link Market Services Limited dated 1 April 2004, as amended from time to</p>	<p>Delivery Address: 91 Willow Street Tauranga 3143</p> <p>Postal Address: Private Bag 12022 Tauranga 3143</p> <p>Email: treasury.settlements@tauranga.govt.nz</p> <p>Attention: Mohan De Mel</p>

	<p>time and most recently on 30 November 2011.</p> <p>Registrar: Link Market Services Limited.</p>	
<p>Thames-Coromandel District Council</p>	<p>Debenture Trust Deed between Thames-Coromandel District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 12 March 2007, as amended from time to time and most recently on 28 November 2012.</p> <p>Registry and Paying Agency Agreement between Thames-Coromandel District Council and Computershare Investor Services Limited dated 21 November 2006, as amended from time to time and most recently on 28 November 2012.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: 515 Mackay Street Thames</p> <p>Postal Address: Private Bag Thames 3540</p> <p>Email: donna.holland@tcdc.govt.nz</p> <p>Attention: Donna Holland</p>
<p>Timaru District Council</p>	<p>Debenture Trust Deed between Timaru District Council and PGG Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 15 May 1998, as amended from time to time and most recently on 14 February 2013.</p> <p>Registrar and Paying Agency Agreement between Timaru District Council and Computershare Investor Services Limited dated 10 March 2010, as amended from time</p>	<p>Delivery Address: 2 King George Place Timaru</p> <p>Postal Address: PO Box 522 Timaru 7940</p> <p>Email: enquiry@timdc.govt.nz</p> <p>Attention: Chief Financial Officer</p>

	<p>to time and most recently on 18 February 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	
Upper Hutt City Council	<p>Debenture Trust Deed between Upper Hutt City Council and Trustees Executors Limited (formerly the Trustees Executors and Agency Company of New Zealand Limited (trading as Tower Trust)) dated 28 November 2000, as amended from time to time and most recently on 17 February 2014.</p> <p>Registrar and Paying Agency Agreement between Upper Hutt City Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 18 February 2014.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Civic Administration Building 838 - 842 Fergusson Drive Upper Hutt</p> <p>Postal Address: Private Bag 907 Upper Hutt 5140</p> <p>Email: Julia.Fink@uhcc.govt.nz</p> <p>Attention: Julia Fink</p>
Waikato District Council	<p>Debenture Trust Deed between Waikato District Council and Trustees Executors Limited dated 12 February 2013.</p> <p>Registrar and Paying Agency Agreement between Waikato District Council and Computershare Investor Services Limited dated 18 February 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Head Office 15 Galileo Street Ngaruawahia</p> <p>Postal Address: Private Bag 544 Ngaruawahia 3742</p> <p>Email: tony.whittaker@waidc.govt.nz</p> <p>Attention: Tony Whittaker</p>

<p>Waikato Regional Council</p>	<p>Debenture Trust Deed between Waikato Regional Council and Trustees Executors Limited dated 2 July 2018.</p> <p>Registrar and Paying Agent Services Agreement between Waikato Regional Council and Computershare Investor Services Limited dated 2 July 2018.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Waikato Regional Council 401 Grey Street HAMILTON 3240</p> <p>Attention: Janine Becker</p> <p>Email: janine.becker@waikatoregion.govt.nz</p> <p>Postal Address: Private Bag 3038 Waikato Mail Centre HAMILTON 3240</p>
<p>Waimakariri District Council</p>	<p>Debenture Trust Deed between Waimakariri District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 23 February 2010, as amended from time to time and most recently on 8 June 2012.</p> <p>Registry and Payment Services Agreement between Waimakariri District Council and Link Market Services Limited dated 1 April 2004, as amended from time to time and most recently on 8 June 2012.</p> <p>Registrar: Link Market Services Limited</p>	<p>Delivery Address: 215 High Street Rangiora</p> <p>Postal Address: Private Bag 1005 Rangiora 7440</p> <p>Email: jeff.millward@wmk.govt.nz Attention: Jeff Millward</p>
<p>Waipa District Council</p>	<p>Debenture Trust Deed between Waipa District Council and Trustees Executors Limited dated 16 May 2007, as amended from time to</p>	<p>Delivery Address: 101 Bank Street Te Awamutu</p> <p>Postal Address:</p>

	<p>time and most recently on 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between Waipa District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Private Bag 2402 Te Awamutu 3800</p> <p>Email: Farrah.Templeton@waipadc.govt.nz z Sarah.Davies@waipadc.govt.nz Ken.Morris@waipadc.govt.nz</p> <p>Attention: Ken Morris</p>
Wairoa District Council	<p>Debenture Trust Deed between Wairoa District Council and Trustees Executors Limited dated 10 September 2013.</p> <p>Registrar and Paying Agency Agreement between Wairoa District Council and Computershare Investor Services Limited dated 10 September 2013.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Wairoa District Council Coronation Square 97 Queen Street Wairoa 4108</p> <p>Attention: Gary Borg</p> <p>Email: gary@wairoadc.govt.nz</p> <p>Postal Address: PO Box 54, Wairoa 4160</p>
Waitomo District Council	<p>Debenture Trust Deed between Waitomo District Council and Trustees Executors Limited dated 6 August 2010, as amended from time to time and most recently on 10 April 2017.</p> <p>Registry Customer Agreement between Waitomo District Council and Link Market Services Limited dated 6 August 2010, as amended from time to time and most recently on 10 April 2017.</p>	<p>Delivery Address: Waitomo District Council Queen Street Te Kuiti 3910</p> <p>Email: info@waitomo.govt.nz</p> <p>Postal Address: Waitomo District Council PO Box 404 Te Kuiti 3941</p>

	Registrar: Link Market Services Limited	Attention: Chief Executive
Wellington City Council	<p>Debenture Trust Deed between Wellington City Council and Trustees Executors Limited dated 11 May 2005, as amended from time to time and most recently on 5 December 2011.</p> <p>Registrar and Paying Agency Agreement between Wellington City Council and Computershare Investor Services Limited dated 11 May 2005, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Wellington City Council 113 The Terrace Wellington</p> <p>Postal Address: PO Box 2199 Wellington 6140</p> <p>Email: martin.read@wcc.govt.nz</p> <p>Attention: Martin Read</p>
Wellington Regional Council	<p>Debenture Trust Deed between Wellington Regional Council and Trustees Executors Limited dated 23 November 2011.</p> <p>Registrar and Paying Agency Agreement between Wellington Regional Council and Computershare Investor Services Limited dated 7 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Delivery Address: Shed 39, 2 Fryatt Quay, Pipitea Wellington 6011</p> <p>Postal Address: P O Box 11646 Manners Street Wellington 6142</p> <p>Email: mike.timmer@gw.govt.nz matthias.zuschlag@gw.govt.nz</p> <p>Attention: Mike Timmer</p>
West Coast Regional Council	<p>Debenture Trust Deed between West Coast Regional Council and Covenant Trustee Services Limited dated 26 February 2019.</p>	<p>Delivery Address: West Coast Regional Council 388 Main South Road Paroa GREYMOUTH 7805</p>

	<p>Registrar and Paying Agent Services Agreement between West Coast Regional Council and Computershare Investor Services Limited dated 26 February 2019.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Attention: Robert Mallinson</p> <p>Email: rm@wcrc.govt.nz</p> <p>Postal Address: West Coast Regional Council PO Box 66 GREYMOUTH 7840</p>
<p>Western Bay Of Plenty District Council</p>	<p>Debenture Trust Deed between Western Bay of Plenty District Council and Trustees Executors Limited dated 8 October 1999, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between Western Bay of Plenty District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Delivery Address: Barkes Corner Greerton Tauranga</p> <p>Postal Address: Private Bag 12803 Tauranga 3143</p> <p>Email: kumaren.perumal@westernbay.govt.nz</p> <p>Attention: Kumaren Perumal</p>
<p>Westland District Council</p>	<p>Debenture Trust Deed between Westland District Council and Covenant Trustee Services Limited dated 29 March 2018.</p> <p>Registry Customer Agreement between Westland District Council and Link Market Services Limited dated 29 March 2018.</p>	<p>Delivery Address: Westland District Council 36 Weld Street Hokitika 7810</p> <p>Attention: Lesley Crichton</p> <p>Email:</p>

	Registrar: Link Market Services Limited	Lesley.Crichton@westlanddc.govt.nz Postal Address: Private Bag 704 Hokitika 7842
Whakatane District Council	<p>Debenture Trust Deed between Whakatane District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 20 June 2007, as amended from time to time and most recently on 30 March 2012.</p> <p>Registrar and Paying Agency Agreement between Whakatane District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 20 January 2020.</p> <p>Registrar: Computershare Investor Services Limited</p>	<p>Delivery Address: Civic Centre Commerce Street Whakatane</p> <p>Postal Address: Private Bag 1002 Whakatane 3158</p> <p>Email: julie.caverhill@whakatane.govt.nz / Heidi.mccallum@whakatane.govt.nz</p> <p>Attention: Julie Caverhill / Heidi McCallum</p>
Whanganui District Council	<p>Debenture Trust Deed between Whanganui District Council and Perpetual Trust Limited (and now between the Council and Covenant Trustee Services Limited) dated 26 May 2000, as amended from time to time and most recently on 30 November 2012.</p> <p>Registrar and Paying Agency Agreement between Whanganui District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time</p>	<p>Delivery Address: 101 Guyton Street Whanganui</p> <p>Postal Address: PO Box 637 Whanganui 4540</p> <p>Email: mike.fermor@whanganui.govt.nz</p> <p>Attention: Mike Fermor</p>

	<p>to time and most recently on 29 November 2012.</p> <p>Registrar: Computershare Investor Services Limited</p>	
<p>Whangarei District Council</p>	<p>Debenture Trust Deed between Whangarei District Council and Trustees Executors Limited (formerly Tower Trust Limited) dated 10 June 2002, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar and Paying Agency Agreement between Whangarei District Council and Computershare Investor Services Limited dated 1 April 2004, as amended from time to time and most recently on 30 November 2011.</p> <p>Registrar: Computershare Investor Services Limited.</p>	<p>Delivery Address:</p> <p>Forum North Rust Avenue Whangarei</p> <p>Postal Address:</p> <p>Private Bag 9023 Whangarei 0148</p> <p>Email: alan.adcock@wdc.govt.nz</p> <p>Attention: Alan Adcock</p>

SCHEDULE 2

Conditions Precedent

1. A duly executed copy of each of the following documents:
 - (a) this deed;
 - (b) an amendment and restatement deed dated on or about the date of this deed in relation to a guarantee and indemnity deed dated 7 December 2011;
 - (c) an amendment and restatement deed dated on or about the date of this deed in relation to a multi-issuer deed dated 7 December 2011 (as amended and restated on 5 June 2015); and
 - (d) an amendment and restatement deed dated on or about the date of this deed in relation to a shareholders' agreement dated 7 December 2011 (as amended from time to time).
2. A certificate of compliance for the purposes of s118 of the Local Government Act 2002 (in a form acceptable to the Issuer) given by the Chief Executive of each Subscriber in relation to the entry into this deed and each other deed referred to in items 1(b) and (c) above.
3. A legal opinion from Russell McVeagh, solicitors to the Issuer, in relation to the enforceability of this deed and each other deed referred to in items 1(b) and (c) above.
4. A legal opinion from Simpson Grierson, solicitors to the Subscribers, in relation to each Subscriber's entry into this deed and each other deed referred to in items 1(b) and (c) above.

APPENDIX

Amended and Restated Notes Subscription Agreement



Notes Subscription Agreement

PARTIES

New Zealand Local Government Funding Agency Limited

Issuer

The Local Authorities Listed in Schedule 1

Principal Shareholders

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AGREEMENT dated 7 December 2011 (as amended and restated by the deed to which this agreement is attached as an appendix)

PARTIES

New Zealand Local Government Funding Agency Limited
("Issuer")

The Local Authorities Listed in Schedule 1
("Principal Shareholders")

INTRODUCTION

- A. The Issuer and the Principal Shareholders wish to record the arrangements agreed between them in relation to the issue of Borrower Notes by the Issuer from time to time to the Principal Shareholders, and other Local Authorities or CCOs that may accede to this agreement, as Subscribers.
- B. This agreement records those arrangements.

AGREEMENT

1. INTERPRETATION

- 1.1 **Definitions:** In this agreement, unless the context otherwise requires:

"**Accession Deed**" means a deed in the form, or substantially in the form, of schedule 2.

"**Amortising Security**" has the meaning given to it in the Conditions.

"**Amortised Redemption Amount**" means, in relation to an Amortising Security, as at any date, the aggregate LG Redemption Amount that the relevant Subscriber (in its capacity as issuer of that LG Security) has repaid to the Issuer in respect of that LG Security in accordance with its terms.

"**Borrowed Money Indebtedness**" means any indebtedness of the Issuer to a person (other than indebtedness owed to a Subscriber in respect of Borrower Notes) in respect of money borrowed or raised or any other financial accommodation whatsoever in the nature of, or having a similar economic effect to, borrowing or raising money, including indebtedness under or in respect of a negotiable or other financial instrument, guarantee, interest or currency exchange hedge or other arrangement of any kind (calculated on a net and marked to market basis).

"**Borrower Note**" means each note issued by the Issuer under this agreement.

"**BN Percentage**" means, in respect of a date:

- (a) from 7 December 2011 until (and excluding) the Initial BN Change Date, 1.6%; and

- (b) from (and including) the Initial BN Change Date, 2.5% or such other percentage approved by the board of the Issuer and notified (in writing) by the Issuer to all Subscribers from time to time as being applicable from (and including) the date specified in such notification.

"BN Percentage Period" means, in relation to a BN Percentage, the period during which that BN Percentage applies (in respect of the then current BN Percentage) or was applicable (in respect of any historic BN Percentage).

"Business Day" means a day (other than a Saturday, Sunday or public holiday) on which registered banks are generally open for business in Christchurch, Wellington and Auckland.

"CCO Subscriber" means a Subscriber that is a CCO.

"Commercial Paper" means in relation to a Subscriber, any securities issued by the Subscriber under the Multi-issuer Deed which have a maturity date falling no more than 364 days after the issue date of those securities.

"Companies Act" means the Companies Act 1993.

"Constitution" means the Issuer's constitution.

"Conversion" means the conversion of Borrower Notes into Redeemable Shares in accordance with this agreement and **"Convert"**, **"Convertible"** and **"Converted"** shall be construed accordingly.

"Conversion Date" means the date specified as such in a Conversion Notice, which may be a day on or following the date of the Conversion Notice.

"Conversion Notice" has the meaning given to it in clause 8.1.

"Early Redemption Date" has the meaning given to it in clause 7.1(c).

"Extension Notice" has the meaning given to it in clause 8.6.

"FMC Act" means the Financial Markets Conduct Act 2013.

"Initial BN Change Date" means, and includes, the date of the deed to which this agreement is attached as an appendix.

"Issue Date" means, in relation a Borrower Note, the date on which the Borrower Note is issued, as recorded as such in the Register. The Issue Date of a Borrower Note shall be the same as the "Issue Date" of the related LG Securities issued by the Subscriber under the Multi-issuer Deed.

"Issue Price" means:

- (a) in relation to Borrower Notes issued to a Subscriber on a particular date under clause 4.1, an amount equal to the aggregate Principal Amount of those Borrower Notes determined in accordance with clause 4.1(a); and
- (b) in relation to Borrower Notes issued to a Subscriber following the giving of a Top-up Notice, an amount equal to the aggregate Principal Amount of the Borrower Notes to be issued to the Subscriber as specified in the Top-up Notice.

"Interest Rate" means the interest rate applicable to a Borrower Note from time to time as determined by the Issuer, which interest rate shall be a percentage rate (p.a.) and shall be determined by the Issuer by reference to the applicable interest rate which is (or would be) payable by the Issuer in respect of the Borrowed Money Indebtedness it incurs to subscribe for the LG Securities to which the Borrower Note relates, and includes the Issuer's "issuance margin", being all of the Issuer's costs and expenses relating to that Borrowed Money Indebtedness (including, without limitation, dealer fees, commissions, listing fees and any Approved Issuer Levy which is or may be payable by the Issuer under the terms of that Borrowed Money Indebtedness). The interest rate determined by the Issuer must not include any additional spread to its issuance margin which it applies in determining the interest rate for the applicable LG Security.

"LG Interest Rate" means:

- (a) in relation to an LG Security which is a Floating Rate Security or Fixed Rate Security, the "Interest Rate" for that LG Security; and
- (b) in relation to an LG Security which is a Zero Coupon Security, the "annual yield" for the LG Security.

"LG Issue Price" means, in relation to a Tranche of LG Securities, the "Issue Price" as specified in the applicable Final Terms, expressed as a dollar amount.

"LG Redemption Amount" means, in relation to a LG Security, the "Principal Amount" as specified in the applicable Final Terms.

"LG Securities" means, in relation to a Subscriber, the securities issued by the Subscriber under the Multi-issuer Deed, but excluding any Commercial Paper.

"Local Authority" means a local authority as defined in the Local Government Act 2002.

"Maturity Date" means, in relation to any Borrower Notes issued to a Subscriber, the date specified as such in the Register. Subject to clause 8.6, the Maturity Date of a Borrower Note shall be the same as the "Maturity Date" of the related LG Securities issued by the Subscriber under the Multi-issuer Deed.

"Multi-issuer Deed" means the deed dated on or about the date of this agreement between New Zealand Local Government Funding Agency Limited and various Local Authorities entitled "Multi-issuer Deed".

"Principal Amount" means, for each Borrower Note, \$1.00.

"Redeemable Share" has the meaning given to it in the Constitution.

"Redemption Amount" means, in relation to a Borrower Note, an amount equal to:

- (a) the Principal Amount or, in the case of a Borrower Note that is issued in relation to a LG Security that is an Amortising Security, the amount of the Principal Amount that remains outstanding as at the Maturity Date, Early Redemption Date, Sale Redemption Date or Conversion Date (as applicable); and

- (b) the aggregate of interest accrued and unpaid on the Borrower Note from (and including) the Issue Date to (but excluding) the Maturity Date, Early Redemption Date, Sale Redemption Date or Conversion Date (as applicable).

"Registrar" means the Issuer or such other person appointed by the Issuer to maintain the Register on the Issuer's behalf.

"Register" means the register of Borrower Notes established and maintained by the Issuer in accordance with this agreement.

"Repo Arrangement" has the meaning given to it in clause 7.1(b).

"RWT-Exempt Status" has the meaning given to it in the Taxation (Annual Rates for 2017–18, Employment and Investment Income, and Remedial Matters) Act 2018.

"Sale Redemption Date" has the meaning given to it in clause 7.1(b).

"Securities Act" means the Securities Act 1978.

"Senior Creditors" means all creditors (present and future) of the Issuer:

- (a) whose claims are or would be admitted in the Winding-Up of the Issuer; and
- (b) who are not the holders of indebtedness, the right to payment of which by its terms is, or is expressed to be, subordinated in the event of the Winding-Up of the Issuer to the claims of all unsubordinated creditors of the Issuer.

"Shareholders' Agreement" has the meaning given to it in the Constitution.

"Subscriber" means a Local Authority set out in schedule 1 or any other Local Authority or CCO which is or becomes a Subscriber in accordance with clause 2.3 or 2A.3 (as applicable).

"Subscription Price" means, in relation to a Subscriber, an amount equal to the Redemption Amount of the Borrower Notes held by that Subscriber that are required to be Converted as determined under clauses 8.1 and 8.2.

"Top-up Notice" has the meaning given to it in clause 4.3(a).

"Winding Up" means any procedure, brought or instigated by any person, for the dissolution of the Issuer otherwise than for the purposes of, and followed by, an amalgamation or solvent reconstruction on terms previously approved by the Subscribers, and **"Wound Up"** shall have a corresponding meaning.

1.2 **Multi-issuer Deed:** Words and expressions defined in the Multi-issuer Deed and used in this agreement shall have the same meanings in this agreement, unless the context requires otherwise.

1.3 **References:** Except to the extent that the context otherwise requires, any reference in this agreement to:

an **"authorisation"** includes:

- (a) any consent, authorisation, registration, filing, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with a governmental agency; or
- (b) in relation to anything which will be proscribed or restricted in whole or part by law if a governmental agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of such period without such intervention or action.

a **"clause"** or **"schedule"** is a reference to a clause of, or schedule to, this agreement.

"dollars" and **"\$"** means the lawful currency of New Zealand.

the **"dissolution"** of any person includes the bankruptcy, winding up or liquidation of that person, and any equivalent or analogous procedure under the law of any jurisdiction in which that person is incorporated, domiciled or resident or carries on business or has assets.

"indebtedness" means any obligation (whether present or future, actual or contingent, secured or unsecured, as principal or surety or otherwise) for the payment or repayment of money.

1.4 **Miscellaneous:**

- (a) The introduction to and headings in this agreement are inserted for convenience only and shall be ignored in construing this agreement.
- (b) Unless the context otherwise requires words denoting only the singular number shall include the plural and vice versa and words denoting any gender shall include all genders.
- (c) References to any legislation or to any provision of any legislation are deemed to be references to that legislation or provision as from time to time amended, re-enacted or substituted and, unless the context otherwise requires, shall also include any statutory instruments issued under any such legislation or provision.
- (d) References to any document (however described) shall include references to such document as modified, novated, supplemented, varied or replaced from time to time.
- (e) References to any party to this agreement or any other document shall include its successors or permitted assigns.
- (f) References to a time of day are references to New Zealand time unless otherwise stated.
- (g) Anything which may be done at any time may also be done from time to time.

2. **ACCESSION OF LOCAL AUTHORITY AS A SUBSCRIBER**

2.1 **Local Authority to sign Accession Deed:** A Local Authority may become a Subscriber under this agreement by:

- (a) completing and signing an Accession Deed and delivering it to the Issuer;

- (b) delivering to the Issuer a legal opinion from counsel acceptable to the Issuer in a form satisfactory to the Issuer;
- (c) providing the Issuer with evidence (in a form satisfactory to the Issuer) that all necessary regulatory and statutory authorisations, consents, approvals and licences in relation to its entry into this agreement and the Accession Deed have been obtained and are current and satisfactory; and
- (d) providing the Issuer with such evidence or documentation as the Issuer may require so as to be satisfied that the Subscriber is permitted to be a party to this agreement and subscribe for Borrower Notes in accordance with clause 15.4(a).

2.2 **Subscriber to countersign Accession Deed:** On receipt of the documents described in clause 2.1 in form and substance satisfactory to the Issuer, the Issuer shall:

- (a) countersign the counterpart of the Accession Deed;
- (b) enter the Accession Deed in a register kept by it (which shall be conclusive); and
- (c) retain one counterpart and deliver the other to the relevant Local Authority.

2.3 **Accession effective:** On an Accession Deed being countersigned by the Issuer in accordance with clause 2.2, the Local Authority shall be bound by this deed as if it were a party hereto and named herein as a Subscriber.

2A. ACCESSION OF CCO AS A SUBSCRIBER

2A.1 **CCO to sign Accession Deed:** A CCO may become a Subscriber under this agreement by:

- (a) completing and signing and procuring each LA shareholder to sign an Accession Deed and delivering it to the Issuer;
- (b) delivering to the Issuer a legal opinion from counsel acceptable to the Issuer in a form satisfactory to the Issuer;
- (c) providing the Issuer with evidence (in a form satisfactory to the Issuer) that all necessary regulatory and statutory authorisations, consents, approvals and licences in relation to its and each LA Shareholder's entry into this agreement and the Accession Deed have been obtained and are current and satisfactory; and
- (d) providing the Issuer with such evidence or documentation as the Issuer may require so as to be satisfied that the Subscriber is permitted to be a party to this agreement and subscribe for Borrower Notes in accordance with clause 15.4(a).

2A.2 **Subscriber to countersign Accession Deed:** On receipt of the documents described in clause 2A.1 in form and substance satisfactory to the Issuer, the Issuer shall:

- (a) countersign the counterpart of the Accession Deed;
- (b) enter the Accession Deed in a register kept by it (which shall be conclusive); and
- (c) retain one counterpart and deliver the other to the relevant CCO.

2A.3 **Accession effective:** On an Accession Deed being countersigned by the Issuer in accordance with clause 2A.2, the CCO shall be bound by this deed as if it were a party hereto and named herein as a Subscriber.

3. OBLIGATIONS SEVERAL

3.1 The obligations of each Subscriber under this agreement are several. No Subscriber shall be responsible for the obligations of any other Subscriber under this agreement. The failure of a Subscriber to perform its obligations under this agreement shall not release any other Subscriber from its obligations under this agreement.

4. ISSUE AND SUBSCRIPTION

4.1 **Issue and subscription relating to issue of LG Securities:** Subject to clause 15.4, on each date on which a Subscriber issues LG Securities to the Issuer under the Multi-issuer Deed:

- (a) the Issuer shall issue to the Subscriber Borrower Notes in an aggregate Principal Amount (rounded to the nearest dollar, with \$0.50 being rounded up) equal to the BN Percentage on that date of the LG Issue Price of the related LG Securities; and
- (b) the Subscriber shall subscribe for those Borrower Notes and pay to the Issuer the Issue Price for those Borrower Notes.

4.2 **Set-off:** On each Issue Date, unless the Issuer and the relevant Subscriber agree otherwise, the Subscriber's obligation to pay the Issue Price to the Issuer automatically shall be set-off against the Issuer's obligation to pay the LG Issue Price to the Subscriber for the related Tranche of LG Securities.

4.3 **Issue and subscription following Conversion:**

- (a) If, following the Conversion of Borrower Notes in accordance with clause 8.1, in respect of each BN Percentage Period and a Subscriber:
 - (i) the aggregate Principal Amount of Borrower Notes (in respect of related LG Securities issued by the Subscriber during that BN Percentage Period) held by the Subscriber;

is less than:
 - (ii) the BN Percentage for that BN Percentage Period of the LG Issue Price of the related LG Securities (issued by the Subscriber during that BN Percentage Period) and then held by the Issuer (less, where the related LG Securities are Amortising Securities, the aggregate Amortised Redemption Amount of such Amortising Securities on the date of the Top-up Notice),

(such a BN Percentage Period a "**Relevant BN Percentage Period**") the Issuer may, by giving written notice to the Subscriber ("**Top-up Notice**") require the Subscriber on the date specified in the Top-up Notice (which must be a date not less than 3 months after the date of the Top-up Notice) to subscribe for such

number of additional Borrower Notes as are required to be issued to the Subscriber so that:

- (iii) the aggregate Principal Amount of Borrower Notes (in respect of related LG Securities issued by the Subscriber during that BN Percentage Period) held by the Subscriber;

will be equal to:

- (iv) the BN Percentage for that BN Percentage Period of the LG Issue Price of those related LG Securities (issued by the Subscriber during that BN Percentage Period) and then held by the Issuer (less, where the related LG Securities are Amortising Securities, the aggregate Amortised Redemption Amount of such Amortising Securities on the date of the Top-up Notice).

- (b) If a Subscriber receives a Top-up Notice in accordance with clause 4.3(a), on the date specified in the Top-up Notice as the date on which the additional Borrower Notes are to be issued:
 - (i) the Issuer shall, subject to the board of directors of the Issuer complying with section 49 of the Companies Act, issue to the Subscriber the amount of Borrower Notes as is specified in the Top-up Notice; and
 - (ii) the Subscriber shall subscribe for those Borrower Notes and pay to the Issuer the Issue Price for those Borrower Notes.
- (c) The Issuer shall not give a Top-up Notice to a Subscriber in accordance with clause 4.3(a) unless it gives a Top-up Notice in respect of all Relevant BN Percentage Periods of that Subscriber and at the same time to all other Subscribers who meet the criteria set out in clause (a) in respect of all Relevant BN Percentage Periods of those other Subscribers, with the intent that the requirement to subscribe for additional Borrower Notes is made to all applicable Subscribers, provided that the Issuer is not obliged to deliver a Top-up Notice to a Subscriber that does not meet the criteria set out in clause 15.4(a) as at the date of the Top-Up Notice.
- (d) For the purposes of this clause 4.3, LG Securities which have been sold by the Issuer pursuant to a Repo Arrangement shall be treated as being held by the Issuer.
- (e) Where the Issuer proposes to give Top-up Notice(s) under clause (a) it may require a Subscriber to provide evidence or documentation in accordance with clause 15.4(b).

4.4 **Creation and issue:** Borrower Notes are issued and created by the Registrar entering into the Register the particulars of the Borrower Notes.

4.5 **Warranty:** Each Subscriber warrants:

- (a) as at the date it becomes a Subscriber, that it is permitted to be a party to this agreement in accordance with clause 15.4(a); and

- (b) as at the date it subscribes for any Borrower Notes, it met the criteria set out in clause 15.4(a) as at the date the offer of the Borrower Notes was made to it by the Issuer and continues to meet the criteria as at the date it subscribes for the Borrower Notes.

5. LIMITED RIGHTS FOR SUBSCRIBERS

- 5.1 **No voting rights:** The Borrower Notes do not confer on a Subscriber any right to attend and/or vote at any meeting of the Issuer.
- 5.2 **Corporate events:** The Borrower Notes do not confer on any Subscriber the right to participate in any rights issue or bonus issues of the Issuer.
- 5.3 **Transfer:** The Borrower Notes are not transferrable by a Subscriber, except with the prior written approval of the Issuer or in accordance with clause 8.5(ia).

6. INTEREST

- 6.1 Interest shall accrue on the Principal Amount of each Borrower Note at the applicable Interest Rate. Interest shall accrue daily, shall not compound and, subject to clause 8.3, shall be paid to the relevant Subscriber on the Maturity Date.

7. REDEMPTION

- 7.1 **Redemption:** The Issuer shall redeem each Borrower Note (in full) on the earliest of:
 - (a) its Maturity Date;
 - (b) the date the Issuer ceases to be the holder of the related LG Security (other than pursuant to a repurchase arrangement with the Reserve Bank of New Zealand ("**Repo Arrangement**") ("**Sale Redemption Date**")); and
 - (c) the date the Subscriber redeems the related LG Security (in full), other than on the "Maturity Date" of that LG Security, in accordance with the terms and conditions applicable to that LG Security ("**Early Redemption Date**").

Such redemption is to be made in accordance with this clause 7, provided however that, clause 7.1(c) shall not apply to any Borrower Note to which clause 8.6 applies.

- 7.2 **Redemption by set-off:** Where a Borrower Note is being redeemed on its Maturity Date or Early Redemption Date, unless:

- (a) the Issuer and the relevant Subscriber agree otherwise; or
- (b) clause 8.6 applies to the Borrower Note,

(in which case clause 7.4 shall apply), and subject to clause 12.1, the Issuer's obligation to pay the Redemption Amount to the Subscriber automatically shall be set-off against the Subscriber's obligation to pay the LG Redemption Amount (or portion thereof) for the related LG Securities and accrued and unpaid interest thereon (if any).

7.3 **Payment in instalments:** If a Borrower Note is issued in relation to a LG Security that is an Amortising Security:

- (a) the Principal Amount of the Borrower Note shall be repayable in instalments on each of the same dates (each an "**instalment date**") that a portion of the LG Redemption Amount of the related LG Security is repayable;
- (b) the amount of the Principal Amount of the Borrower Note that is repayable on each instalment date shall be an amount that bears the same proportion to the Principal Amount as the amount of the LG Redemption Amount repayable on the instalment date bears to the LG Redemption Amount of the related LG Security; and
- (c) unless the Issuer and the relevant Subscriber agree otherwise or the Issuer has ceased to be the holder of the corresponding LG Security and subject to clause 12.1, the Issuer's obligation to repay a portion of the Principal Amount of the Borrower Note on an instalment date automatically shall be set-off against the Subscriber's obligation to repay the portion of the LG Redemption Amount of the related LG Security on the instalment date.

7.4 **Redemption other than by set-off:** Where a Borrower Note is being redeemed on its Sale Redemption Date or, if in accordance with clause 7.2, this clause 7.4 applies to the redemption of a Borrower Note, on the applicable redemption date the Issuer shall, subject to clause 12.1, redeem the Borrower Note by paying the Redemption Amount to the Subscriber.

8. CONVERSION

8.1 **Right to Convert:** If, following the Issuer having made calls for all unpaid capital of the Issuer to be paid in full, the board of directors of the Issuer has determined that there is a risk of imminent default by the Issuer under the terms of any of its Borrowed Money Indebtedness the Issuer may, by giving written notice to each Subscriber ("**Conversion Notice**") elect to Convert such number of the Borrower Notes as the Issuer determines.

8.2 **Pro rata Conversion:** If a Conversion Notice is given in accordance with clause 8.1, the Conversion shall be made proportionally across all Borrower Notes so that the proportionate holdings of Borrower Notes by each Subscriber remains unchanged (subject, in the case of a CCO Subscriber, to the transfers of Borrower Notes required to its LA Shareholders under clause 8.5) following the Conversion (unless all Borrower Notes are Converted).

8.3 **Conversion:** If a Conversion Notice is given in accordance with clause 8.1, on the Conversion Date, the number of Redeemable Shares to be issued to each Subscriber that is a Local Authority (including, in respect of a CCO Subscriber, each LA Shareholder, as contemplated by clause 8.5(ia)) on Conversion of the relevant Borrower Notes shall be determined by the Issuer in accordance with the following formula:

$$N = RA \div IP$$

Where:

N = the number of Redeemable Shares to be issued to the Subscriber (rounded to the nearest whole unit, with 0.5 being rounded up);

RA = the aggregate Redemption Amount of the Borrower Notes held by the Subscriber that are to be Converted on the Conversion Date; and

IP = \$1.00, being the issue price per Redeemable Share.

8.4 **Selection by Issuer:** The Issuer shall select the Borrower Notes held by each Subscriber that are to be Converted on a Conversion Date in accordance with clause 8.2 and, if it is not also the Registrar, shall notify the Registrar of the selection.

8.5 **Settlement:** On the relevant Conversion Date without the need for any further act or step by the Issuer, any Subscriber or any other person:

(ia) first, each Borrower Note held by a CCO Subscriber (that is to be Converted on the Conversion Date) shall be automatically and immediately transferred to each LA Shareholder in the number determined by the following formula:

$$N = \text{TBN} \times (\text{SH} / \text{TSH})$$

Where:

N = the number of Borrower Notes to be transferred to the LA Shareholder (rounded up or down to the nearest whole unit at the Issuer's discretion);

TBN = the total number of Borrower Notes held by the CCO Subscriber that are to be Converted on the Conversion Date;

SH = the number of equity securities in the CCO Subscriber held by the LA Shareholder; and

TSH = the aggregate number of equity securities in the CCO Subscriber held by the LA Shareholders.

The consideration for such transfer shall be as agreed between the CCO Subscriber and relevant LA Shareholder;

(a) second:

(i) each Borrower Note to be Converted will immediately be required to be redeemed for its Redemption Amount;

(ii) each Subscriber holding such Borrower Note that is to be Converted agrees to subscribe for the number of Redeemable Shares to be issued to it (calculated in accordance with clause 8.3);

(iii) each Subscriber agrees to pay the Subscription Price to the Issuer on the Conversion Date in consideration for the Issuer issuing Redeemable Shares to it on the Conversion Date;

(iv) the Issuer will immediately and irrevocably apply, on the Subscriber's behalf, the Redemption Amount of the Borrower Notes required to be Converted in satisfaction of the Subscription Price for the Redeemable Shares to be issued to that Subscriber (calculated in accordance with clause 8.3); and

- (v) the Issuer shall (in respect of each Subscriber) issue to that Subscriber the number of Redeemable Shares to be issued to it (calculated in accordance with clause 8.3), enter the name of that Subscriber in the share register of the Issuer as the holder of such Redeemable Shares, and issue to that Subscriber a share certificate for such Redeemable Shares; and
- (b) if requested by the Issuer, each Subscriber shall (if that Subscriber is not an existing shareholder of the Issuer) deliver a signed deed of accession to the Shareholders' Agreement. The Subscriber shall (upon entry of its name in the share register in accordance with clause (a)) be deemed to have agreed to be bound by the terms of the Shareholders' Agreement in the event it does not sign such a deed of accession.

8.6 **Exception:** If the board of directors of the Issuer determines:

- (a) having taken legal advice, that the Issuer cannot, with sufficient certainty, determine that it is able to (in compliance with all laws) Convert Borrower Notes; or
- (b) that the Issuer cannot, with sufficient certainty, determine that it is able to (in compliance with all laws) Convert Borrower Notes on or before a date it considers appropriate having regard to the risk of default referred to in clause 8.1,

then the Issuer may, in lieu of Converting Borrower Notes under clause 8.1, by giving written notice to each Subscriber ("**Extension Notice**"), elect to extend the Maturity Date (for such period as the Issuer determines) of such number of Borrower Notes as the Issuer determines. If an Extension Notice is given under this clause 8.6, the extension shall be made in respect of the Borrower Notes that would otherwise have been Converted in accordance with clause 8.2.

8.7 **Effect of Conversion:** Notwithstanding anything to the contrary in any Transaction Document:

- (a) if a Borrower Note is transferred to a LA Shareholder in accordance with clause 8.5(ia), then with effect from the Conversion Date:
 - (i) the LA Shareholder will be the holder of the Borrower Note; and
 - (ii) the Borrower Note will immediately be required to be Converted in accordance with clause 8.5(a); and
- (b) if a Borrower Note is required to be Converted in accordance with clause 8.5(a):
 - (i) all of the Issuer's obligations to pay, and the relevant Subscriber's rights to receive, interest on the Borrower Note (including any accrued but unpaid interest) are immediately and irrevocably terminated, and interest will cease to accrue on the Borrower Note; and
 - (ii) clause 7 will cease to apply to the Borrower Note.

9. PAYMENTS

- 9.1 **Payments:** Unless otherwise agreed in writing between the parties and subject to clauses 4.2, 7.2, 7.3(c), 8.5(a) and 9.4, all amounts payable under this agreement shall be paid in dollars in immediately available funds to the respective bank account each party may nominate from time to time.
- 9.2 **Payments to be free and clear:** All amounts payable under this agreement shall be paid:
- (a) on an irrevocable basis free and clear of any restriction or condition;
 - (b) free and clear of and (except to the extent required by law) without any deduction or withholding on account of any tax. If any such deduction or withholding is required, the Issuer shall not be required to pay any additional amounts in respect of the amounts deducted or withheld; and
 - (c) unless otherwise agreed in writing and subject to clauses 4.2, 7.2, 7.3(c), 8.5(a) and 9.4, without any deduction or withholding on account of any other amount, whether by way of set-off, counterclaim or otherwise.
- 9.3 **Resident Withholding Tax:** New Zealand resident withholding tax will be deducted from payments of interest (or payments deemed by law to be interest) to Subscribers who are tax resident unless an appropriate exemption certificate is produced to the Issuer (or, on or after 1 April 2020, the Issuer is satisfied that the relevant Subscriber has RWT-Exempt Status) on or before the date 10 days before the date of the relevant payment.
- 9.4 **No gross-up:** The Issuer will not be required to and will not make any additional payment by way of gross-up or otherwise with respect to the deduction or withholding from any payment made in respect of the Borrower Notes under clause 9.3. If, in respect of any Borrower Note, the Issuer becomes liable to make any payment of, or on account of, tax payable by any Subscriber, then the Issuer shall be indemnified by the relevant Subscriber in respect of such liability. Any moneys paid by the Issuer in respect of such liability may be recovered from the Subscriber as a debt due to the Issuer and may be withheld from any further payments to that Subscriber. Nothing in this clause will prejudice or affect any other right or remedy of the Issuer.
- 9.5 **Maximum rate:** Deductions of resident withholding tax will be made at the maximum rates from time to time applicable unless a Subscriber provides evidence to the Issuer (acceptable to it) that a lesser rate is applicable.
- 9.6 **Tax status:** The Issuer shall be entitled for the purposes of this clause 9 to rely, without further enquiry, upon any statement made by or on behalf of a Subscriber in relation to that Subscriber's tax status or tax residency.
- 9.7 **Refund of payments:** If any payment received or recovered by a Subscriber or any other person on behalf of the Subscriber is or may be avoided, whether by law or otherwise, then:
- (a) such payment shall be deemed not to have affected or discharged the liability of the Issuer under this agreement and the Subscriber shall, to the maximum extent permitted by law, be restored to the position in which it would have been if such payment had not been received or recovered; and

- (b) the Subscriber shall be entitled to exercise all rights which the Subscriber would have been entitled to exercise if such payment had not been received or recovered.

9.8 **Business Days:** Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

10. REGISTER

10.1 **Register:** The Issuer agrees to establish and maintain the Register in which the Issuer will record such details as it considers fit, including:

- (a) the name and address of each Subscriber;
- (b) the Issue Date and Maturity Date (and any extension made under clause 8.6) of the Borrower Notes;
- (c) the related LG Securities; and
- (d) each redemption or Conversion of the Borrower Notes.

10.2 **Register conclusive:** Each Subscriber and the Issuer is:

- (a) entitled to rely upon the entries in the Register as constituting the sole and conclusive record of each Borrower Note and as to the person entitled to the Borrower Notes; and
- (b) to have the power, in its absolute discretion, to correct (or, in the case of the Subscriber and in respect of its Borrower Notes only, require correction of) the Register if the Register is incorrect.

10.3 **Inspection:** The Issuer shall make that part of the Register that relates to a Subscriber available for inspection by a Subscriber at the Issuer's principal place of business during normal office hours upon receiving reasonable notice from the Subscriber.

10.4 **Appointment of Registrar:** The Issuer shall be entitled to appoint an appropriately qualified person to maintain the Register in accordance with clause 10.1 on its behalf.

11. RANKING OF NOTES

11.1 The Borrower Notes are unsecured debt securities issued by the Issuer, subordinated in accordance with clause 12, and an unsecured liability of the Issuer. The Borrower Notes rank pari passu without any preference among themselves. The Issuer may issue securities ranking equally with or in priority to the Borrower Notes.

12. SUBORDINATION

12.1 **Subordination:** The rights and claims of Subscribers are, in a Winding Up of the Issuer, subordinated to the claims of the Senior Creditors (with the intent that all claims of Senior

Creditors shall be paid in full before any claims of the Subscribers are paid), and prior to the commencement of a Winding Up of the Issuer:

- (a) the obligation of the Issuer to make any payment in respect of the Borrower Notes is conditional upon the Issuer being solvent at the time the relevant payment falls due; and
- (b) no payment shall be made in respect of the Borrower Notes except to the extent that the Issuer may make such payment and still be solvent immediately thereafter.

12.2 Solvency:

- (a) For the purposes of clause 12.1, the Issuer shall be considered to be solvent at any time if at that time it is able to meet the solvency test in section 4 of the Companies Act.
- (b) A certificate as to whether the Issuer is solvent signed by two authorised signatories of the Issuer shall be prima facie evidence of the information contained therein.

12.3 Contingent debt: On a Winding Up of the Issuer, the Subscribers shall only be entitled to prove for any sum payable in respect of the Borrower Notes as a debt which is subject to and contingent upon prior payment in full of the Senior Creditors. Each Subscriber agrees, and by subscribing for a Borrower Note each Subscriber of the Borrower Note will be deemed to agree, that:

- (a) in accordance with section 313(3) of the Companies Act, it is accepting a lower priority in respect of the debt represented by the Borrower Note than that which it would otherwise have under section 313; and
- (b) nothing in section 313 will prevent this agreement from having effect in accordance with its terms.

12.4 No set-off: No Subscriber shall be entitled to set-off against any amounts due in respect of the Borrower Notes held by that Subscriber any amount held by the Subscriber to the credit of the Issuer or otherwise to reduce the amount due to such Subscriber in respect of a Borrower Note by merger of accounts or lien or the exercise of any other rights of like effect, except to the extent permitted by clause 7.2 or 7.3(c). To the extent any set-off (other than a set-off permitted by clause 7.2 or 7.3(c)), merger, lien or other right is required by law to be exercised that exercise shall be subject to clause 12.5.

12.5 Trust: Any payment, whether voluntarily or in any other circumstances, received by a Subscriber from or on account of the Issuer (including by way of credit, set-off or otherwise) or from any liquidator, receiver, manager or statutory manager of the Issuer in breach of this clause 12 will be held by the relevant Subscriber in trust for and to the order of the Senior Creditors. The trust hereby created shall be for a term expiring on the earlier of the date on which all Senior Creditors have been paid in full or eighty years (or such longer period as permitted by law) from the date of this agreement. No Subscriber shall have any obligation under this clause 12 in respect of any payment received by anyone other than itself.

12.6 Contract and Commercial Law Act: For the purposes of the Contract and Commercial Law Act 2017 the provisions of this clause 12 are intended to confer a benefit upon the Senior Creditors and to be enforceable by the Senior Creditors directly, but no consent of the

Senior Creditors shall be required to any modification or amendment to this clause 12 in accordance with clause 14.

13. NOTICES

13.1 **Writing:** Each notice or other communication to be given or made under this agreement to any person must:

- (a) **Writing:** be given or made in writing by email or letter and be signed by the sender or an authorised officer of the sender;
- (b) **Address:** be given or made to the recipient at the address or email address, and marked for the attention of the person (if any), from time to time designated by the recipient to the other for the purposes of this agreement;
- (c) **Deemed delivery:** not be effective until received by the recipient, and any such notice or communication shall be deemed to be received:
 - (i) (if given or made by letter) when left at the address of the recipient or 5 Business Days after being put in the post, postage prepaid, and addressed to the recipient at that address; or
 - (ii) (if given or made by email) when dispatched in tangible, readable form by the sender to the email address advised by the recipient from time to time,

provided that any notice or communication received or deemed received after 5pm on a working day in the place to which it is sent, or on a day which is not a working day in that place, shall be deemed not to have been received until the next working day in that place.

13.2 **Initial address and numbers:** The initial address, email address and person (if any) designated for the purposes of this agreement, are set out below:

- (a) **The Subscribers:** those details set out under the heading "Details for notices" for the relevant Subscriber in schedule 1 or otherwise provided in the relevant Accession Deed.
- (b) **The Issuer:**

City Chambers
Level 8, 142 Featherston Street
PO Box 5704, Wellington, 6145

Email: lgfa@lgfa.co.nz
Attention: Chief Executive

14. AMENDMENTS

14.1 This agreement shall not be amended except with the written agreement of the Issuer and all of the Subscribers, provided that the Issuer may, by notice to all parties to this

agreement, vary clause 15.4 to permit persons to become parties to this agreement and Subscribers to subscribe for Borrower Notes (as applicable) if they satisfy the terms of any exemption obtained by the Issuer from the requirements of the FMC Act with respect to this agreement, but any such variation shall not affect the status of any existing Subscriber as a Subscriber under this agreement.

15. MISCELLANEOUS

15.1 **Waivers and remedies:** Time shall be of the essence of this agreement but no delay in acting, or failure to act, by the Issuer is a waiver of any of the Issuer's rights. The rights provided in this agreement do not exclude any rights provided by law.

15.2 **Partial invalidity:** An invalid provision in this agreement shall not affect the enforceability of the remaining provisions of this agreement.

15.3 **Sections 40 and 49 of the Companies Act:** This agreement is subject to the board of directors of the Issuer complying with section 49 of Companies Act.

15.4 **Securities Act and FMC Act:**

(a) The only persons which are permitted to become parties to this agreement and/or subscribe for Borrower Notes are:

(i) prior to 1 June 2015:

(aa) "eligible persons" for the purposes of sections 5(2CB) and 5(2CBA) of the Securities Act, as defined in section 5(2CC) of the Securities Act; and

(bb) persons who fall within 1 or more of the categories set out in subparagraphs (i) to (iii) of section 3(2)(a) of the Securities Act, and

(ii) on and from 1 June 2015, "wholesale investors" as that term is defined in clauses 3(2)(a), (c) and (d) and (in the case of a CCO Subscriber only) clause 3(3)(a) of Schedule 1 to the FMC Act, being a person who is:

(aa) an "investment business";

(bb) "large";

(cc) a "government agency"; or

(dd) an "eligible investor" (in the case of a CCO Subscriber only),

in each case as defined in Schedule 1 to the FMC Act (each a "**wholesale investor**"), or an entity controlled by a wholesale investor where "control" has the meaning given in clause 48 of Schedule 1.

(b) Prior to the Issuer offering to issue Borrower Notes to a Subscriber and/or a Subscriber subscribing for any Borrower Notes in each case in accordance with clauses 4.1 or 4.3, the Subscriber must promptly (if requested by the Issuer) provide the Issuer with evidence or documentation (in a form satisfactory to the

Issuer) which satisfies the Issuer that the Subscriber meets the criteria set out in sub-clauses (a)(i) or (a)(ii) as at the date of the offer by the Issuer and subscription by the Subscriber.

15.5 **Counterparts:** This agreement may be signed in any number of counterparts, all of which together constitute one and the same instrument, and any of the parties may execute this agreement by signing any such counterpart.

16. GOVERNING LAW

16.1 This agreement shall be governed by New Zealand law.

17. NO CROWN GUARANTEE

17.1 The parties acknowledge that the obligations and liabilities of the Issuer under this agreement are not guaranteed by the Crown.

SIGNATURES
[ORIGINAL EXECUTION BLOCKS INTENTIONALLY DELETED]

SCHEDULE 1 - PRINCIPAL SHAREHOLDERS

Local Authority name:

Details for notices:

<p>Auckland Council</p>	<p>Delivery Address: 135 Albert Street Auckland 1010</p> <p>Postal Address: Private Bag 92300 Victoria Street West Auckland 1142</p> <p>Email: john.bishop@aucklandcouncil.govt.nz</p> <p>Attention: John Bishop, Group Treasurer</p>
<p>Bay Of Plenty Regional Council</p>	<p>Delivery Address: 5 Quay Street Whakatāne</p> <p>Postal Address: P O Box 364 Whakatāne 3158</p> <p>Email: mat.taylor@boprc.govt.nz</p> <p>Attention: Mat Taylor</p>
<p>Christchurch City Council</p>	<p>Delivery Address: Civic Offices 53 Hereford Street Christchurch</p> <p>Postal Address: P O Box 73016 Christchurch 8154</p> <p>Email: Treasury@ccc.govt.nz</p> <p>Attention: Andrew Jefferies</p>
<p>Hamilton City Council</p>	<p>Delivery Address: 260 Anglesea Street Council Building Garden Place Hamilton 3240</p> <p>Postal Address: Private Bag 3010 Hamilton 3240</p> <p>Email: david.bryant@hcc.govt.nz</p>

	Attention: David Bryant
Hastings District Council	<p>Delivery Address: 207 Lyndon Road East Hastings 4122</p> <p>Postal Address: Private Bag 9002 Hastings 4156</p> <p>Email: brucea@hdc.govt.nz</p> <p>Attention: Bruce Allan</p>
Masterton District Council	<p>Delivery Address: 27 Lincoln Road Masterton 5810</p> <p>Postal Address: PO Box 444 Masterton 5840</p> <p>Email: davidp@mstn.govt.nz</p> <p>Attention: Manager Finance</p>
New Plymouth District Council	<p>Delivery Address: Liardet St New Plymouth</p> <p>Postal Address: Private Bag 2025 New Plymouth 4342</p> <p>Email: alison.trustrumrainey@npdc.govt.nz / carla.freeman@npdc.govt.nz</p> <p>Attention: Alison TrustrumRainey / Carla Freeman</p>
Ōtorohanga District Council	<p>Delivery Address: 17 Maniapoto Street Ōtorohanga 3940</p> <p>Postal Address PO Box 11 Ōtorohanga 3940 Email: grahamb@otodc.govt.nz</p> <p>Attention: Graham Bunn</p>
Selwyn District Council	<p>Delivery Address: 2 Norman Kirk Drive Rolleston</p> <p>Postal Address: P O Box 90 Rolleston 7643</p>

	<p>Email: Treasury.management@selwyn.govt.nz</p> <p>Attention: Greg Bell</p>
South Taranaki District Council	<p>Delivery Address: 105-111 Albion Street Hawera 4610</p> <p>Postal Address: Private Bag 902 Hawera 4640</p> <p>Email: Vipul.mehta@stdc.govt.nz</p> <p>Attention: Vipul Mehta</p>
Tasman District Council	<p>Delivery Address: 189 Queen Street, Richmond, Nelson 7050</p> <p>Postal Address Private Bag 4 Richmond, Nelson 7050</p> <p>Email: treasury@tasman.govt.nz</p> <p>Attention: Corporate Services Manager</p>
Taupo District Council	<p>Delivery Address: 72 Lake Terrace Taupo 3330</p> <p>Postal Address: Private Bag 2005 Taupo 3352</p> <p>Email: nward@taupo.govt.nz</p> <p>Attention: Neil Ward</p>
Tauranga City Council	<p>Delivery Address: 91 Willow Street Tauranga 3143</p> <p>Postal Address: Private Bag 12022 Tauranga 3143</p> <p>Email: treasury.settlements@tauranga.govt.nz</p> <p>Attention: Mohan De Mel</p>
Waipa District Council	<p>Delivery Address: 101 Bank Street Te Awamutu</p> <p>Postal Address:</p>

	<p>Private Bag 2402 Te Awamutu 3800</p> <p>Email: Farrah.Templeton@waipadc.govt.nz Sarah.Davies@waipadc.govt.nz Ken.Morris@waipadc.govt.nz</p> <p>Attention: Ken Morris</p>
Wellington City Council	<p>Delivery Address: Wellington City Council 113 The Terrace Wellington</p> <p>Postal Address: PO Box 2199 Wellington 6140</p> <p>Email: martin.read@wcc.govt.nz</p> <p>Attention: Martin Read</p>
Wellington Regional Council	<p>Delivery Address: Shed 39, 2 Fryatt Quay, Pipitea Wellington 6011</p> <p>Postal Address: P O Box 11646 Manners Street Wellington 6142</p> <p>Email: mike.timmer@gw.govt.nz matthias.zuschlag@gw.govt.nz</p> <p>Attention: Mike Timmer</p>
Western Bay Of Plenty District Council	<p>Delivery Address: Barkes Corner Greerton Tauranga</p> <p>Postal Address: Private Bag 12803 Tauranga 3143</p> <p>Email: kumaren.perumal@westernbay.govt.nz</p> <p>Attention: Kumaren Perumal</p>
Whangarei District Council	<p>Delivery Address: Forum North Rust Avenue Whangarei</p> <p>Postal Address: Private Bag 9023</p>

	<p>Whangarei 0148</p> <p>Email: alan.adcock@wdc.govt.nz</p> <p>Attention: Alan Adcock</p>
--	--

SCHEDULE 2 - FORM OF ACCESSION DEED

DEED dated [●].

PARTIES

[●]

("Acceding Party")

New Zealand Local Government Funding Agency Limited

("Issuer")

pursuant to the Notes Subscription Agreement defined below.

INTRODUCTION

- A. The Issuer has agreed that the Acceding Party may accede to the Notes Subscription Agreement as a "Subscriber".
- B. This deed records the accession.

AGREEMENT:

1. INTERPRETATION

1.1 Interpretation: In this deed:

"Local Authority" means has the meaning given to it in the Local Government Act 2002.

"Notes Subscription Agreement" means the notes subscription agreement dated 7 December 2011 (as amended from time to time) between the Issuer and various Local Authorities.

- 1.2 **Notes Subscription Agreement:** Terms defined in the Notes Subscription Agreement have the same meaning in this deed unless the context requires otherwise.

2. ACCESSION

- 2.1 **Accession:** The Acceding Party hereby agrees with the Issuer that with effect on and from the date this deed is counter-signed by the Issuer, it will be bound by the Notes Subscription Agreement as a Subscriber as if it had been an original party thereto and named therein as a Subscriber, and agrees to be bound by the terms of, and perform its obligations under, the Notes Subscription Agreement.
- 2.2 **Acknowledgement:** The Issuer acknowledges and agrees to the accession made under this deed.
- 2.3 **Implied provisions:** For the purposes of section 14 of the Property Law Act 2007, the Acceding Party acknowledges that this deed is, and for all purposes and at all times shall be construed as being, supplemental to the Notes Subscription Agreement.

3. NOTICE

The details for notices for the Acceding Party for the purposes of the Notes Subscription Agreement are: *[specify]*

4. GOVERNING LAW

This deed shall be governed by the laws of New Zealand.

5. NO CROWN GUARANTEE

The obligations and liabilities of the *[Acceding Party and]* Issuer under this deed and the Notes Subscription Agreement are not guaranteed by the Crown. *[Note: Delete reference to Acceding Party if CCO is acceding as no equivalent to section 122 of the Act for CCO.]*

6. COUNTERPARTS

This deed may be signed in any number of counterparts, all of which together constitute one and the same instrument, and any of the parties may execute this deed by signing any such counterpart.

EXECUTED AS A DEED

Acceding Party

[Local Authority/CCO] by:

Signature of [Elected Member/Director]

Signature of [Elected Member/Director]

Name of [Elected Member/Director]

Name of [Elected Member/Director]

Issuer

**NEW ZEALAND Local Government Funding
AGENCY LIMITED by:**

Signature of Director

Signature of Director

Name of Director

Name of Director

By signing the acknowledgement below, each entity identified in the annexure to this deed as a "LA Shareholder":

- (a) acknowledges the terms of this deed and the Notes Subscription Agreement; and
- (b) agrees to the automatic and immediate transfer to it of any Borrower Notes held by the Acceding Party in the manner contemplated by clause 8 of the Notes Subscription Agreement.

ACKNOWLEDGED BY:

[LA SHAREHOLDER] by:

Signature of Elected Member

Signature of Elected Member

Name of Elected Member

Name of Elected Member

ANNEX TO THE ACCESSION DEED

1. **LA Shareholder:** As at the date of this deed, for the purposes of the Notes Subscription Agreement, the LA Shareholder[s] in respect of the Acceding Party is: *[specify]*.



Amendment and Restatement Deed (Guarantee and Indemnity)

PARTIES

The Local Authorities listed in Schedule 1
Guarantors

TEL Security Trustee (LGFA) Limited
Security Trustee

DEED dated 2020

PARTIES

The Local Authorities Listed in Schedule 1
("Guarantors")

TEL Security Trustee (LGFA) Limited
("Security Trustee")

INTRODUCTION

The parties wish to amend and restate the Guarantee and Indemnity as set out in this deed.

COVENANTS

1. INTERPRETATION

1.1 Definitions: In this deed:

"**Effective Date**" means the date notified by the Security Trustee as the Effective Date in accordance with clause 2.1.

"**Guarantee and Indemnity**" means the guarantee and indemnity dated 7 December 2011 between the Guarantors and the Security Trustee.

1.2 **Guarantee and Indemnity definitions:** Words and expressions defined in the Guarantee and Indemnity (as amended by this deed) have, except to the extent the context requires otherwise, the same meaning in this deed.

1.3 **Miscellaneous:**

- (a) Headings are inserted for convenience only and do not affect interpretation of this deed.
- (b) References to a person include that person's successors, permitted assigns, executors and administrators (as applicable).
- (c) Unless the context otherwise requires, the singular includes the plural and vice versa and words denoting individuals include other persons and vice versa.
- (d) A reference to any legislation includes any statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
- (e) A reference to any document includes reference to that document as amended, modified, novated, supplemented, varied or replaced from time to time.

- (f) Unless otherwise stated, reference to a clause or schedule is a reference to a clause of or schedule to this deed.
- (g) A reference to "including", "for example" or "such as", when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

2. CONDITIONS PRECEDENT

- 2.1 **Effective Date:** The Effective Date shall be the date the Security Trustee confirms to the Guarantors and the Principal Debtor that it has received, and found satisfactory to it in form and substance, the documents and evidence specified in schedule 2.

3. AMENDMENT AND RESTATEMENT

- 3.1 **Amendment and restatement:** With effect on and from the Effective Date, the Guarantee and Indemnity shall be amended and restated in the form set out in the appendix to this deed.
- 3.2 **Full force and effect:** Except to the extent amended by this deed, the Guarantee and Indemnity remains in full force and effect.

4. ISSUER ACKNOWLEDGEMENTS AND CONFIRMATIONS

- 4.1 **Debenture Trust Deed:** Each Guarantor acknowledges and agrees that nothing in this deed shall prejudice the rights of the Security Trustee under the Debenture Trust Deed and confirms and agrees that its liabilities and obligations under the Debenture Trust Deed, all Security Stock issued, and all Security Stock Certificates delivered, to the Security Trustee continue in full force and effect.
- 4.2 **Notice details:** Each Guarantor confirms that its current notice details for the purposes of clause 13 of the Guarantee and Indemnity are as set out in schedule 1.

5. GENERAL

- 5.1 **Counterparts:** This deed may be executed in any number of counterparts, and this shall have the same effect as if the signatures on the counterparts were on a single copy of this deed.
- 5.2 **Governing law:** This deed is governed by, and construed in accordance with, New Zealand law. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

EXECUTED AS A DEED

The Guarantors

ASHBURTON DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

AUCKLAND COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

BAY OF PLENTY REGIONAL COUNCIL
by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

CANTERBURY REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

CHRISTCHURCH CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

FAR NORTH DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

GISBORNE DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

GORE DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

HAMILTON CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

HASTINGS DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

HAURAKI DISTRICT COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

HAWKE'S BAY REGIONAL COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

HOROWHENUA DISTRICT COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

HURUNUI DISTRICT COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

HUTT CITY COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

INVERCARGILL CITY COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

KAIPARA DISTRICT COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

KAPITI COAST DISTRICT COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

MANAWATU DISTRICT COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

MANAWATŪ-WHANGANUI REGIONAL COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

MARLBOROUGH DISTRICT COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

MASTERTON DISTRICT COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

MATAMATA-PIAKO DISTRICT COUNCIL
by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

NELSON CITY COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

NEW PLYMOUTH DISTRICT COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

ŌTOROHANGA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

PALMERSTON NORTH CITY COUNCIL
by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

PORIRUA CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

QUEENSTOWN-LAKES DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

ROTORUA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

RUAPEHU DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

SELWYN DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

SOUTH TARANAKI DISTRICT COUNCIL
by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

SOUTH WAIRARAPA DISTRICT COUNCIL
by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

STRATFORD DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

TARANAKI REGIONAL COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

TARARUA DISTRICT COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

TASMAN DISTRICT COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

TAUPO DISTRICT COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

TAURANGA CITY COUNCIL by:

Signature of elected member

Name of elected member

Signature of elected member

Name of elected member

THAMES-COROMANDEL DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

TIMARU DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

UPPER HUTT CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WAIKATO DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WAIKATO REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WAIMAKARIRI DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WAIPA DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WAITOMO DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WELLINGTON CITY COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WELLINGTON REGIONAL COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

**WESTERN BAY OF PLENTY DISTRICT
COUNCIL** by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WHAKATANE DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WHANGANUI DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

WHANGAREI DISTRICT COUNCIL by:

Signature of elected member

Signature of elected member

Name of elected member

Name of elected member

Security Trustee

**SIGNED FOR AND ON BEHALF OF TEL
SECURITY TRUSTEE (LGFA) LIMITED by:**

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory

Name of witness

Occupation

City/town of residence

SCHEDULE 1

Guarantors

GUARANTORS	ADDRESS FOR NOTICES
Ashburton District Council	<p>Delivery Address: 5 Baring Square West Ashburton</p> <p>Postal Address: P O Box 94 Ashburton 7740</p> <p>Attention: Finance Manager</p>
Auckland Council	<p>Delivery Address: 135 Albert Street Auckland 1010</p> <p>Postal Address: Private Bag 92300 Victoria Street West Auckland 1142</p> <p>Attention: John Bishop, Group Treasurer</p>
Bay Of Plenty Regional Council	<p>Delivery Address: 5 Quay Street Whakatāne</p> <p>Postal Address: P O Box 364 Whakatāne 3158</p> <p>Attention: Mat Taylor</p>
Canterbury Regional Council	<p>Delivery Address: 200 Tuam Street Christchurch 8140</p> <p>Postal Address: P O Box 345 Christchurch 8140</p> <p>Attention: Chief Financial Officer</p>
Christchurch City Council	<p>Delivery Address: Civic Offices 53 Hereford Street Christchurch</p>

Postal Address:
P O Box 73016
Christchurch 8154

Attention: Andrew Jefferies

Far North District Council

Delivery Address:
Memorial Avenue, Kaikohe

Postal Address:
Private Bag 752
Kaikohe 0440
Janice.smith@fndc.govt.nz

Attention: General Manager, Corporate Services

Gisborne District Council

Delivery Address:
15 Fitzherbert Street
Gisborne

Postal Address:
PO Box 747
Gisborne 4010

Email: treasury@gdc.govt.nz

Attention: Pauline Foreman

Gore District Council

Delivery Address:
Gore District Council
29 Bowler Avenue
Gore 9740
Attention:
Chief Financial Officer

Facsimile:
(03) 209 0330

Email:
info@goredc.govt.nz

Postal Address:
PO Box 8
Gore 9740

Hamilton City Council

Delivery Address:
260 Anglesea Street
Council Building
Garden Place
Hamilton
3240

Postal Address:
Private Bag 3010
Hamilton 3240

Email: david.bryant@hcc.govt.nz

Attention: David Bryant

Hastings District Council

Delivery Address:
207 Lyndon Road East
Hastings 4122

Postal Address:
Private Bag 9002
Hastings 4156

Email: brucea@hdc.govt.nz

Attention: Bruce Allan

Hauraki District Council

Delivery Address:
William Street
Paeroa 3600

Postal Address:
PO Box 17
Paeroa 3640

Email: info@hauraki-dc.govt.nz

Attention: Corporate Services Group Manager

Hawke's Bay Regional Council

Delivery Address:
Hawke's Bay Regional Council
159 Dalton Street
Napier 4110

Attention: Bronda Smith

Email: bronda.smith@hbrc.govt.nz

Postal Address:
Hawke's Bay Regional Council
Private Bag 6006
Napier 4142

Horowhenua District Council

Delivery Address:
126 - 148 Oxford Street
Levin 5510

Postal Address:
Private Bag 4002
Levin 5540

Email: dougl@horowhenua.govt.nz

Attention: Doug Law

Hurunui District Council

Delivery Address:
66 Carters Road (SH1)
Amberley 7410

Postal Address:
PO Box 13
Amberley 7441
North Canterbury

Email: jason.beck@hurunui.govt.nz

Attention: Jason Beck

Hutt City Council

Delivery Address:
30 Laings Road
Lower Hutt

Postal Address:
Private bag 31912
Lower Hutt 5040

Email: glenn.phillips@huttcity.govt.nz

Attention: Glenn Usoali'i-Phillips

Invercargill City Council

Delivery Address:
Invercargill City Council

Attention: Dave Foster

Email: dave.foster@icc.govt.nz

Postal Address:
Invercargill City Council
Private Bag 90104

Invercargill 9840

Kaipara District Council

Delivery Address:

42 Hokianga Road

Dargaville

Attention:

General Manager Sustainable Growth and Investment

Email:

sdavidson@kaipara.govt.nz

Postal Address:

Private Bag 1001

Dargaville 0340

Kapiti Coast District Council

Delivery Address:

Council Offices

175 Rimu Road

Paraparaumu 5032

Postal Address:

Private Bag 60-601

Paraparaumu 5254

Email: wayne.maxwell@kapiticoast.govt.nz

Attention: Wayne Maxwell

Email: mark.dehaast@kapiticoast.govt.nz

Attention: Mark de Haast

Email: david.wilson@kapiticoast.govt.nz

Attention: David Wilson

Manawatu District Council

Delivery Address:

135 Manchester Street

Fielding

Postal Address:

Private Bag 10001

Fielding 4743

Email: amanda.calman@mdc.govt.nz

Attention: Amanda Calman

Manawatū-Whanganui
Regional Council

Delivery Address:
11-15 Victoria Avenue
Palmerston North

Postal Address:
Private Bag 11025
Manawatu Mail Centre
Palmerston North

Email: treasury@horizons.govt.nz

Attention: Adrian Smith

Marlborough District Council

Delivery Address:
15 Seymour Street
Seymour Square
Blenheim 7201

Postal Address:
PO Box 443
Blenheim 7240

Email: Martin.Fletcher@marlborough.govt.nz /
Borrowings@marlborough.govt.nz

Attention: Martin Fletcher/Adrian Ferris

Masterton District Council

Delivery Address:
27 Lincoln Road
Masterton 5810

Postal Address:
PO Box 444
Masterton 5840

Email: davidp@mstn.govt.nz

Attention: David Paris

Matamata-Piako District
Council

Delivery Address:
35 Kenrick Street
Te Aroha

Postal Address:
PO Box 266
Te Aroha

Email: danglesey@mpdc.govt.nz /
Irushbrooke@mpdc.govt.nz

Attention: Finance and Business Service Manager /
Deputy Finance Manager

Nelson City Council	<p>Delivery Address: Civic House 110 Trafalgar Street Nelson 7010</p> <p>Postal Address: PO Box 645 Nelson 7040</p> <p>Email: Nikki.harrison@ncc.govt.nz</p> <p>Attention: Group Manager Corporate Services</p>
New Plymouth District Council	<p>Delivery Address: Liardet St New Plymouth</p> <p>Postal Address: Private Bag 2025 New Plymouth 4342</p> <p>Email: trusttrumrainey@npdc.govt.nz / carla.freeman@npdc.govt.nz</p> <p>Attention: Alison TrusttrumRainey / Carla Freeman</p>
Ōtorohanga District Council	<p>Delivery Address: 17 Maniapoto Street Ōtorohanga 3940</p> <p>Postal Address PO Box 11 Ōtorohanga 3940</p> <p>Email: grahamb@otodc.govt.nz</p> <p>Attention: Graham Bunn</p>
Palmerston North City Council	<p>Delivery Address: 32 The Square Palmerston North 4410</p> <p>Postal Address: Private Bag 11034 Palmerston North</p> <p>Email: steve.paterson@pncc.govt.nz</p> <p>Attention: Strategy Manager Finance</p>
Porirua City Council	<p>Delivery Address: 16 Cobham Court</p>

Porirua 5022

Postal Address:
PO Box 50218
Porirua 5240

Email: stephen.woolley@porirua.govt.nz

Attention: Stephen Woolley

Queenstown-Lakes District
Council

Delivery Address:
10 Gorge Road
Queenstown 9300

Postal Address:
Private Bag 50072
Queenstown 9348

Email: services@qldc.govt.nz

Attention: Chief Financial Officer

Rotorua District Council

Delivery Address:
Civic Centre
1061 Haupapa Street
Rotorua

Postal Address:
Private Bag 3029
Rotorua Mail Centre
Rotorua

Email: Thomas.colle@rdc.govt.nz

Attention: Thomas Colle

Ruapehu District Council

Delivery Address:
Ruapehu District Council
59 - 63 Huia Street
Taumarunui 3920

Attention:
Alan Young

Email:
Alan.young@ruapehudc.govt.nz

Postal Address:
Private Bag 1001
Taumarunui 3946

Selwyn District Council

Delivery Address:

2 Norman Kirk Drive
Rolleston

Postal Address:
P O Box 90
Rolleston 7643

Email: treasury.management@selwyn.govt.nz

Attention: Greg Bell

South Taranaki District Council Delivery Address:
105-111 Albion Street
Hawera 4610

Postal Address:
Private Bag 902
Hawera 4640

Email: Vipul.mehta@stdc.govt.nz

Attention: Vipul Mehta

South Wairarapa District
Council

Delivery Address:
South Wairarapa District Council
19 Kitchener Street
Martinborough 5711

Attention:
Harry Wilson / Katrina Neems

Email:
harry.wilson@swdc.govt.nz / katrina.neems@swdc.govt.nz

Postal Address:
PO Box 6
Martinborough 5741

Stratford District Council Delivery Address:
Stratford District Council
61-63 Miranda Street
Stratford 4332

Attention: Tiffany Radich

Email: TRadich@stratford.govt.nz

Postal Address:
PO Box 320
Stratford 4352

Taranaki Regional Council

Delivery Address:
Taranaki Regional Council
47 Cloten Road
Stratford 4332

Attention: Mike Nield

Fax: +64 6 765 5097

Postal Address:
Taranaki Regional Council
Private Bag 713
Stratford 4352

Tararua District Council

Delivery Address:
26 Gordon Street
Dannevirke

Postal Address:
26 Gordon Street
PO Box 115
Dannevirke 4942

Email: cameron.mckay@tararua.govt.nz
raj.suppiah@tararua.govt.nz

Attention: Finance Manager

Tasman District Council

Delivery Address:
189 Queen Street,
Richmond, Nelson 7050

Postal Address
Private Bag 4
Richmond, Nelson 7050

Email: treasury@tasman.govt.nz

Attention: Corporate Services Manager

Taupo District Council

Delivery Address:
72 Lake Terrace
Taupo 3330

Postal Address:
Private Bag 2005
Taupo 3352

Email: nward@taupo.govt.nz

Attention: Neil Ward

Tauranga City Council

Delivery Address:
91 Willow Street
Tauranga 3143

Postal Address:
Private Bag 12022
Tauranga 3143

Email: treasury.settlements@tauranga.govt.nz

Attention: Mohan De Mel

Thames-Coromandel District
Council

Delivery Address:
515 Mackay Street
Thames

Postal Address:
Private Bag
Thames 3540

Email: donna.holland@tcdc.govt.nz

Attention: Donna Holland

Timaru District Council

Delivery Address:
2 King George Place
Timaru

Postal Address:
PO Box 522
Timaru 7940

Email: enquiry@timdc.govt.nz

Attention: Chief Financial Officer

Upper Hutt City Council

Delivery Address:
Civic Administration Building
838 - 842 Fergusson Drive
Upper Hutt

Postal Address:
Private Bag 907
Upper Hutt
5140

Email: Julia.Fink@uhcc.govt.nz

Attention: Julia Fink

Waikato District Council

Delivery Address:
Head Office
15 Galileo Street
Ngaruawahia

Postal Address:
Private Bag 544
Ngaruawahia 3742

Email: tony.whittaker@waidc.govt.nz

Attention: Tony Whittaker

Waikato Regional Council

Delivery Address:
Waikato Regional Council
401 Grey Street
HAMILTON 3240

Attention:
Janine Becker

Email:
janine.becker@waikatoregion.govt.nz

Postal Address:
Private Bag 3038
Waikato Mail Centre
HAMILTON 3240

Waimakariri District Council

Delivery Address:
215 High Street
Rangiora

Postal Address:
Private Bag 1005
Rangiora 7440

Email: jeff.millward@wmk.govt.nz

Attention: Jeff Millward

Waipa District Council

Delivery Address:
101 Bank Street
Te Awamutu

Postal Address:
Private Bag 2402
Te Awamutu 3800

Email: Farrah.Templeton@waipadc.govt.nz /
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Attention: Alan Adcock

SCHEDULE 2

Conditions Precedent

1. A duly executed copy of each of the following documents:
 - (a) this deed;
 - (b) an amendment and restatement deed dated on or about the date of this deed in relation to an multi-issuer deed dated 7 December 2011 (as amended and restated on 5 June 2015);
 - (c) an amendment and restatement deed dated on or about the date of this deed in relation to a notes subscription agreement dated 7 December 2011 (as amended and restated on 5 June 2015); and
 - (d) an amendment and restatement deed dated on or about the date of this deed in relation to a shareholders' agreement dated 7 December 2011 (as amended from time to time).
2. A certificate of compliance for the purposes of s118 of the Local Government Act 2002 (in a form acceptable to the Principal Debtor) given by the Chief Executive of each Issuer in relation to the entry into this deed and each other deed referred to in items 1(b) and (c) above.
3. A legal opinion from Russell McVeagh, solicitors to the Principal Debtor, in relation to the enforceability of this deed and each other deed referred to in items 1(b) and (c) above.
4. A legal opinion from Simpson Grierson, solicitors to the Guarantors, in relation to each Guarantor's entry into this deed and each other deed referred to in items 1(b) and (c).

APPENDIX

Amended and Restated Guarantee and Indemnity



Guarantee and Indemnity

PARTIES

The Local Authorities Listed in Schedule 1

Initial Guarantors

TEL Security Trustee (LGFA) Limited

Security Trustee

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DEED dated 7 December 2011 (as amended and restated by the deed to which this deed is attached as an appendix)

PARTIES

The Local Authorities Listed in Schedule 1
("Initial Guarantors")

TEL Security Trustee (LGFA) Limited
("Security Trustee")

INTRODUCTION

- A. In consideration for the Guaranteed Creditors agreeing to make financial accommodation and/or other services available to the Principal Debtor from time to time at the request of each Initial Guarantor (as evidenced by an Initial Guarantor's entry into this deed), the Initial Guarantors have agreed to enter into this deed at the request of the Principal Debtor.
- B. The Security Trustee has agreed to enter into this deed as security trustee for the Guaranteed Creditors. The Security Trustee holds the benefit of this deed on trust for the Guaranteed Creditors under the terms of the Security Trust Deed.

COVENANTS

1. INTERPRETATION

1.1 **Definitions in the Multi-issuer Deed:** Words and expressions defined in the Multi-issuer Deed (including in the Conditions to the Multi-issuer Deed) and used in this deed shall, unless the context otherwise requires, have the meanings given to them in the Multi-issuer Deed.

1.2 **Definitions:** In addition, in this deed, unless the context otherwise requires:

"Additional Guarantor" means a person which has become an Additional Guarantor in accordance with clause 12.4.

"Additional Relevant Proportion" has the meaning given to it in clause 3.4(c).

"Annual Rates Income" has the meaning given in the Multi-issuer Deed, as if references therein to "Issuer" were to "Guarantor".

"Beneficiary" has the meaning given to it in the Security Trust Deed.

"Defaulting Guarantor" has the meaning given to it in clause 3.4(c).

"Demand" means a demand for payment on a Guarantor in the relevant form, or substantially in the relevant form, set out in schedule 3, signed by on or behalf of the Security Trustee.

"Demand Confirmation" has the meaning given to it in clause 3.5(e).

"Disclosure Information" has the meaning given to it in clause 16.12(a)(i).

"Full Release" means a letter from the Security Trustee to a Guarantor in the form, or substantially in the form, of part 2 of schedule 6.

"Full Release Request" means a letter from a Guarantor to the Security Trustee in the form, or substantially in the form, of part 1 of schedule 6.

"Further Principal Debt Release" means a letter from the Security Trustee to a Guarantor in the form, or substantially in the form, of part 2 of schedule 5.

"Further Principal Debt Release Date" has the meaning given to it in clause 15.1(g).

"Further Principal Debt Release Request" means a letter from a Guarantor to the Security Trustee in the form, or substantially in the form, of part 1 of schedule 5.

"Further Relevant Amount" has the meaning given to it in clause 3.4(e).

"Guarantor Accession Deed" means a deed in the form, or substantially in the form, of schedule 4.

"Guaranteed Creditor" means each creditor of the Principal Debtor that is a Beneficiary under or pursuant to the terms of the Security Trust Deed.

"Guaranteed Money" means, subject to clauses 15.1(f) and 15.1(g), when used with reference to a Guarantor, all amounts which that Guarantor (whether alone, or jointly, or jointly and severally with any other person) is, or may at any time become, liable (whether actually or contingently) to pay to the Security Trustee under this deed (for the benefit of any Guaranteed Creditor) and, when used without reference to a particular Guarantor, means the Guaranteed Money of the Guarantors collectively, and a reference to Guaranteed Money includes any part of it.

"Guarantor" means an Initial Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor pursuant to clause 15.2 or clause 15.3.

"Indemnified Guarantor" has the meaning given to it in clause 3.5(b).

"LGFA Finance Document" has the meaning given to it in the Security Trust Deed.

"Local Authority" means a Local Authority as defined in the Act.

"Multi-issuer Deed" means the deed dated 7 December 2011 between the Principal Debtor and various Local Authorities entitled "Multi-issuer Deed".

"Non-Defaulting Guarantor" has the meaning given to it in clause 3.4(c).

"Partially Released Guarantor" has the meaning given to it in clause 3.4(e).

"Principal Debt" means all amounts of any nature which the Principal Debtor (whether alone, or jointly, or jointly and severally with any other person) is, or may at any time become, liable (whether actually or contingently) to pay or deliver to one or more Guaranteed Creditors (whether alone, or jointly, or jointly and severally with any other person) under, pursuant to,

or arising out of a LGFA Finance Document, and a reference to Principal Debt includes any part of it.

"Principal Debtor" means New Zealand Local Government Funding Agency Limited, a company incorporated in New Zealand.

"Relevant Amount" has the meaning given to it in clause 3.4(b).

"Relevant Financial Year" has the meaning given to it in clause 3.4(b).

"Relevant Proportion" has the meaning given to it in clause 3.4(b).

"Sale Notice" has the meaning given in the Shareholders' Agreement.

"Security Trust Deed" means the deed dated 7 December 2011 between the Security Trustee and the Principal Debtor entitled "Security Trust Deed".

"Shortfall Amount" has the meaning given to it in clause 3.4(c).

"Transaction Documents" means:

- (a) the "Transaction Documents" as defined in the Multi-issuer Deed; and
- (b) the LGFA Finance Documents,

and any document or agreement entered into by the Principal Debtor or any Guarantor (amongst others) for the purpose of amending, supplementing or novating any of the above.

"Verified Statements" has the meaning given to it in clause 16.12(a)(ii).

- 1.3 **References:** Except to the extent that the context otherwise requires, any reference in this deed to:

the **"dissolution"** of a person includes the bankruptcy of that person or, where that person is a company, its liquidation, administration, deed of company arrangement, creditors' compromise, scheme of arrangement or removal from the register, and also includes any equivalent or analogous procedure under the law of any relevant jurisdiction.

"government" includes central or local government, and **"governmental agency"** includes any government or any governmental, semi-governmental or judicial entity or authority, or legislative body, or any person or body charged with the administration of any law. It also includes any self-regulatory organisation established under statute or any stock exchange.

"law" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute or other legislative measure, in each case of any jurisdiction whatever and **"lawful"** shall be construed accordingly.

"person" includes an individual, firm, company, corporation, unincorporated body of persons, organisation or trust, and any governmental agency or authority, in each case whether or not having separate legal personality.

"security" includes a guarantee or indemnity, a security interest (as construed and defined in the Personal Property Securities Act 1999), mortgage, lien, pledge, any interest in land of a security nature, any other security arrangement creating in effect security for the payment of a

monetary obligation or the observance of any other obligation, and any other arrangement having like economic effect over any property, assets or revenues.

"tax" includes any present or future tax, levy, impost, duty, rate, charge, fee, deduction or withholding of any nature and whatever called, imposed or levied by any government, governmental agency or authority, together with any interest, penalty, charge, fee or other amount imposed or made on, or in relation to, any of the foregoing.

1.4 **Miscellaneous:** Unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect interpretation of this deed.
- (b) References to a person include that person's successors, permitted assigns, executors and administrators (as applicable).
- (c) Unless the context otherwise requires the singular includes the plural and vice versa and words denoting individuals include other persons and vice versa.
- (d) References to any legislation or to any provision of any legislation are deemed to be references to that legislation or provision as from time to time amended, re-enacted or substituted and, unless the context otherwise requires, shall also include any statutory instruments issued under any such legislation or provision.
- (e) References to any document (however described) shall include references to such document as modified, novated, supplemented, varied or replaced from time to time.
- (f) Except where inconsistent with the context, the expression **"at any time"** also means from time to time.
- (g) A reference to **"including"**, **"for example"** or **"such as"**, when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- (h) Unless otherwise stated, reference to a clause, schedule or part of a schedule is a reference to a clause of, or schedule to, or part of a schedule to, this deed.

1.5 **Capacity of the Security Trustee:**

- (a) The parties acknowledge that the Security Trustee holds the benefit of this deed on trust for the Guaranteed Creditors. Notwithstanding any other provision of any LGFA Finance Document, any liability incurred by the Security Trustee pursuant to this deed can be enforced against the Security Trustee only to the extent to which it can be satisfied out of the assets subject to the Security Trust Deed. This limitation of the Security Trustee's liability applies notwithstanding any other provision of this deed (other than paragraph (c)) and extends to:
 - (i) all liabilities and obligations of the Security Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction relating to any LGFA Finance Document; and

- (ii) every delegate, attorney, agent or other similar person appointed by the Security Trustee.
- (b) Subject to paragraph (a), the Beneficiaries may not sue the Security Trustee personally or seek the appointment of a liquidator, administrator, receiver or similar person to the Security Trustee or prove in any liquidation, administration or arrangement of or affecting the Security Trustee.
- (c) Paragraphs (a) and (b) will not apply to any liability of the Security Trustee arising out of the fraud, gross negligence, wilful default or wilful breach of trust of or by the Security Trustee.
- (d) In addition to the rights and trusts conferred on the Security Trustee by any LGFA Finance Document, the Security Trustee shall have all the rights, privileges and immunities which gratuitous trustees have or may have in New Zealand, even though it is entitled to remuneration.

2. GUARANTEE AND INDEMNITY

- 2.1 **Guarantee:** Each Guarantor guarantees to the Security Trustee, for the benefit of the Guaranteed Creditors, the due payment or delivery by the Principal Debtor of the Principal Debt.
- 2.2 **Continuing guarantee:** In relation to each Guarantor the guarantee in this deed is a continuing guarantee and shall operate irrespective of any intervening payment, settlement of account or other matter or thing whatever, until the relevant Guarantor has received a Full Release from the Security Trustee pursuant to clause 15.2 or a written release from the Security Trustee pursuant to clause 15.3.
- 2.3 **Indemnity:** Each Guarantor indemnifies the Security Trustee, for the benefit of the Guaranteed Creditors, against:
 - (a) all claims, liabilities, damages, losses and payments; and
 - (b) all costs, charges and expenses (including legal expenses on a full indemnity basis and goods and services and similar taxes thereon),

suffered, incurred or sustained by any of the Guaranteed Creditors at any time as a direct or indirect consequence of any Principal Debt not being recoverable from a Guarantor under the guarantee given in clause 2.1, including as a result of the obligation to pay the Principal Debt becoming void, voidable or unenforceable.

3. OBLIGATIONS OF THE GUARANTORS

- 3.1 **Payment:** If the Principal Debtor does not pay any Principal Debt to any Guaranteed Creditor on its due date, each Guarantor shall upon demand being made in accordance with clause 3.4 pay to the Security Trustee (for the benefit of the Guaranteed Creditors) that Principal Debt in accordance with clause 3.4 (whether or not demand for payment has been made on the Principal Debtor or any other person).
- 3.2 **Payments to be free and clear:** The Guaranteed Money shall be paid:

- (a) free and clear of any restriction or condition;
- (b) free and clear of and (except to the extent required by law) without any deduction or withholding on account of any tax; and
- (c) without any deduction or withholding on account of any other amount, whether by way of set-off, counterclaim or otherwise.

3.3 **Cleared funds:** Any Guaranteed Money received by the Security Trustee shall not satisfy a Guarantor's obligation to pay such amount until it is cleared and immediately available to the Security Trustee.

3.4 **Demands:**

- (a) The Security Trustee shall not make any demand for payment on a Guarantor under this deed except in accordance with this clause 3.4.
- (b) Subject to paragraph (e), if the Security Trustee wishes to make demand for payment of an amount (a "**Relevant Amount**") under this deed, it shall deliver a Demand to each Guarantor requiring the Guarantor to pay the proportion of the Relevant Amount (or, if sub-paragraph (e)(ii) applies, the proportion of that part of the Relevant Amount that is not a Further Relevant Amount) that the Guarantor's Annual Rates Income for the most recent financial year in respect of which all Guarantors have completed and adopted annual reports in accordance with sections 98 and 99 of the Act before the date of the Demand (the "**Relevant Financial Year**") bears to the aggregate Annual Rates Income of all Guarantors for the Relevant Financial Year (for each Guarantor, its "**Relevant Proportion**").
- (c) Subject to paragraph (e), if one or more Guarantors (each a "**Defaulting Guarantor**") fails to pay in full its Relevant Proportion of a Relevant Amount within two Business Days after receipt of a Demand under paragraph (b) (the aggregate of all amounts unpaid by the Defaulting Guarantors by the end of that period being the "**Shortfall Amount**"), the Security Trustee may deliver a further Demand to each Guarantor other than the Defaulting Guarantors (each a "**Non-Defaulting Guarantor**") requiring that Non-Defaulting Guarantor to pay the proportion of the Shortfall Amount that its Annual Rates Income for the Relevant Financial Year bears to the aggregate Annual Rates Income of all Non-Defaulting Guarantors for the Relevant Financial Year (for each Non-Defaulting Guarantor, its "**Additional Relevant Proportion**").
- (d) Subject to paragraph (e), if one or more Non-Defaulting Guarantors fails to pay in full its Additional Relevant Proportion of a Shortfall Amount within two Business Days after receipt of a Demand under paragraph (c) (including pursuant to the operation of this paragraph (d)), the Security Trustee may deliver a further Demand to each other Non-Defaulting Guarantor, and the provisions of paragraph (c) (and, in the event of a further subsequent default, this paragraph (d)) shall apply to the relevant shortfall amount (as if it were a "Shortfall Amount") and such other Non-Defaulting Guarantors (such that the "Additional Relevant Proportion" is determined having regard only to the Annual Rates Income of such Non-Defaulting Guarantors, and no other Guarantors). For the avoidance of doubt, the parties agree that paragraph (c) and this paragraph (d) shall, in respect of each Relevant Amount, continue to apply until the Relevant Amount has been paid in full to the Security Trustee.

- (e) If, by reason of having received a Further Principal Debt Release, one or more Guarantors (each a "**Partially Released Guarantor**") is not liable under this deed (by reason of the operation of clause 15.1(f) or 15.1(g)) in respect of:
- (i) all of a Relevant Amount, paragraphs (b), (c) and (d) shall apply in relation to that Relevant Amount only in respect of the Guarantors other than the Partially Released Guarantors;
 - (ii) part of a Relevant Amount (a "**Further Relevant Amount**"), the Security Trustee must deliver a separate Demand in respect of the Further Relevant Amount to each of the Guarantors other than the Partially Released Guarantors, and the provisions of paragraphs (b), (c) and (d) shall apply in relation to the Further Relevant Amount (as if it were a "Relevant Amount") only in respect of those Guarantors.

3.5 Proportionate sharing of liabilities:

- (a) It is the intention of the Guarantors that each Relevant Amount, and each Further Relevant Amount, shall be borne by the Guarantors, or the relevant Guarantors, as applicable, in accordance with their respective Relevant Proportions.
- (b) If one or more Guarantors or relevant Guarantors contributes more in payment of a Relevant Amount or a Further Relevant Amount, as applicable, pursuant to the operation of clause 3.4 than its Relevant Proportion of that Relevant Amount or Further Relevant Amount, as applicable (each such Guarantor being an "**Indemnified Guarantor**"), each Guarantor or relevant Guarantor, as applicable, other than the Indemnified Guarantors shall indemnify each Indemnified Guarantor upon demand in respect of each such excess amount.
- (c) In making payment in respect of excess amounts under the indemnity in paragraph (b), account shall be taken of any amounts which an Indemnified Guarantor has actually received or recovered by reason of having exercised (whether through the Security Trustee or otherwise) any right (including of subrogation) against the Principal Debtor, in respect of the Relevant Amount or the Further Relevant Amount.
- (d) Subject to paragraph (c), each Guarantor or relevant Guarantor will be required to make indemnity payments under this clause 3.5 until all such Guarantors have contributed (whether to the Security Trustee or to Indemnified Guarantors) their Relevant Proportion of the Relevant Amount or the Further Relevant Amount, as applicable, as contemplated by paragraph (a).
- (e) Where the Security Trustee has, following receipt of a written request from an Indemnified Guarantor, confirmed (in writing) ("**Demand Confirmation**") that:
 - (i) no Demand is outstanding; and
 - (ii) the Security Trustee has not (as at the date of such Demand Confirmation) received any request under the Security Trust Deed to make a Demand,

an Indemnified Guarantor may exercise against the relevant Guarantors its right to be indemnified under this clause 3.5, provided however that, such Indemnified

Guarantor must immediately cease seeking any such indemnity when a Demand is made.

- 3.6 **No competition:** No Guarantor shall (unless requested to do so by the Security Trustee):
- (a) take, accept or continue to hold any security from the Principal Debtor or any other person who has given any security to the Security Trustee or any other Guaranteed Creditor for any Principal Debt;
 - (b) subject to clause 3.5(e), exercise any right or take the benefit of subrogation, contribution or indemnity, or require marshalling, or claim the benefit of any security now or in the future held by the Security Trustee or any other Guaranteed Creditor for the payment of any Principal Debt;
 - (c) take steps to recover (whether directly or by set-off, counterclaim or otherwise), or accept, money or other property, or exercise, enforce or receive the benefit of any rights (including by way of set-off), in respect of any amount due (whether actually or contingently) from the Principal Debtor to that Guarantor; or
 - (d) claim or prove in the dissolution of the Principal Debtor or any other person in competition with the Security Trustee or any other Guaranteed Creditor.
- 3.7 **Guarantor to account:** If, notwithstanding, and in breach of, clause 3.5 or clause 3.6, a Guarantor:
- (a) takes, accepts or continues to hold any such security, money or other property from the Principal Debtor, or from any person who has given any security to the Security Trustee or any other Guaranteed Creditor for any Principal Debt or receives the benefit of a set-off; or
 - (b) proves in that Guarantor's own name in the dissolution of the Principal Debtor, or of any other person who has given any security to the Security Trustee or any other Guaranteed Creditor for any Principal Debt (whether or not the Security Trustee or, as applicable, that other Guaranteed Creditor has required that Guarantor to do so, or has consented to that Guarantor doing so), for all or any part of any amount due (whether actually or contingently) from the Principal Debtor or such other person to a Guarantor,

that Guarantor shall immediately pay or transfer to the Security Trustee all such security, money, other property or the benefit of set-off, or all amounts received by that Guarantor in relation to any such proof, and all interest accruing thereon, until the Principal Debt is discharged in full and, until that payment or transfer is made, shall hold such security, money or other property, or the benefit of that proof or set-off, and all interest thereon, on trust for the Security Trustee in an amount not exceeding the Principal Debt then outstanding.

4. NATURE AND EXTENT OF OBLIGATIONS

- 4.1 **Unconditional and irrevocable:** Each obligation of a Guarantor under this deed is, subject to clause 3.4, unconditional and irrevocable and enforceable notwithstanding that any instrument (negotiable or otherwise) relating to all or any part of the Principal Debt may still be outstanding at the date of enforcement.

- 4.2 **Liable as principal:** Each Guarantor's liability under this deed shall be as a principal debtor and not merely as a surety.
- 4.3 **Other securities:** This deed is in addition to and not in substitution for, is collateral to, and shall not prejudicially affect or be prejudicially affected by, any other security or right which the Security Trustee or any other Guaranteed Creditor may have in respect of any Principal Debt. Any security given by a Guarantor to the Security Trustee (whether given before or after the date of this deed) shall constitute security for the Guaranteed Money.
- 4.4 **Initial Documentation:** Each Initial Guarantor shall, on the date of this deed, deliver the following documents (each of which must be in form and substance satisfactory to the Security Trustee) to the Security Trustee:
- (a) a duly executed first ranking Security Stock Certificate in favour of the Security Trustee in respect of that Guarantor's obligations under this deed;
 - (b) a certificate of compliance for the purposes of section 118 of the Act in relation to the Guarantor's obligations under this deed and the Security Stock Certificate described in paragraph (a);
 - (c) a legal opinion addressed to the Security Trustee from legal counsel acceptable to the Security Trustee in relation to that Guarantor's entry into this deed and the issuance of the first ranking Security Stock Certificate described in paragraph (a);
 - (d) evidence that all necessary regulatory and statutory authorisations, consents, approvals and licences in relation to its entry into this deed and the issuance of the first ranking Security Stock Certificate described in paragraph (a) have been obtained and are current and satisfactory; and
 - (e) notification of the Annual Rates Income in the Financial Statements of the Guarantor in the most recent financial year for which all Initial Guarantors have prepared and adopted an annual report in accordance with sections 98 and 99 of the Act.

5. RIGHTS OF THE SECURITY TRUSTEE

- 5.1 **Discretions:** The Security Trustee may at any time:
- (a) determine whether or not to enforce this deed or any other security or right;
 - (b) enforce this deed without first taking steps or proceedings against the Principal Debtor or any other person;
 - (c) make any arrangement or compromise with the Principal Debtor or any other person which the Security Trustee thinks fit; and
 - (d) retain, carry to an interest bearing suspense account, and appropriate at the Security Trustee's discretion, any amount received by the Security Trustee under this deed until the Principal Debt has been paid and satisfied in full.
- 5.2 **No prejudice:** The Security Trustee's rights under this deed are without prejudice, and in addition, to any other right to which the Security Trustee is at any time entitled (whether under

this deed or by law, contract or otherwise), and subject to clause 3.4, may be exercised by the Security Trustee without prior notice to the relevant Guarantor, the Principal Debtor or any other person.

6. GROSS-UP

- 6.1 If a Guarantor is required by law to make any deduction or withholding from any amount paid or payable by that Guarantor under this deed then:
- (a) the relevant Guarantor shall ensure that any such deduction or withholding does not exceed the legal minimum and shall pay the amount required to be so deducted, withheld, or paid to the relevant authority before the date on which penalties attach thereto;
 - (b) the amount payable by the relevant Guarantor in respect of which that deduction or withholding is required to be made shall, if the Principal Debtor would have been required to pay an increased amount had the Principal Debtor been required to make the relevant deduction or withholding, be increased to the extent necessary to ensure that after that deduction or withholding is made the Security Trustee receives and retains (free from any liability in respect of any such deduction or withholding) a net amount equal to the amount which the Security Trustee would have received and so retained had no such deduction or withholding been made; and
 - (c) the relevant Guarantor shall promptly deliver to the Security Trustee a receipt issued by the applicable authority evidencing that such deduction or withholding has been made.

7. CURRENCY INDEMNITY

- 7.1 **Currency of payment:** Any amount which a Guarantor is required to pay under this deed in respect of the Principal Debt shall be paid in the currency in which the Principal Debtor is obliged to pay the corresponding amount.
- 7.2 **Extent of satisfaction of each Guarantor's obligation:** If any Guaranteed Money is received by the Security Trustee in a currency ("**first currency**") other than the currency ("**second currency**") in which it is payable (whether as a result of obtaining or enforcing an order or judgment, the dissolution of any person or otherwise), the amount received shall only satisfy the relevant Guarantor's obligation to pay such amount to the extent of the amount in the second currency which the Security Trustee is able, in accordance with reasonable practice, to purchase with the amount received in the first currency on the date of that receipt (or, if it is not practicable to make that purchase on that date, on the first date upon which it is practicable to do so).
- 7.3 **Indemnity:** Each Guarantor indemnifies the Security Trustee against:
- (a) any loss sustained by the Security Trustee as a result of the amount purchased by the Security Trustee in the second currency pursuant to clause 7.2 being less than the amount due; and
 - (b) all costs and expenses incurred by the Security Trustee in purchasing the second currency.

8. DEFAULT INTEREST

- 8.1 **Default interest payable:** If a Guarantor fails to pay any Guaranteed Money when due ("**overdue amount**"), that Guarantor shall pay interest ("**default interest**") on that overdue amount from its due date until it is paid in full (both before and after any judgment) at the rate per annum determined by the Security Trustee to be equal to the aggregate of 5% per annum and the cost to the relevant Guaranteed Creditor of funding the overdue amount, as advised by the relevant Guaranteed Creditor to the Security Trustee and by the Security Trustee to the relevant Guarantor.
- 8.2 **Calculation of default interest:** Default interest shall be calculated and payable by reference to successive periods of a duration selected by the Security Trustee from time to time (or in the absence of such selection, a period of one month), each of which (other than the first, which shall begin on and include the due date) shall begin on the last day of the previous period, and shall be payable on the last day of each period in respect of which it is calculated and on the date of payment of each overdue amount. Any default interest which is not paid when due shall be added to the overdue amount in respect of which it is payable and shall itself bear interest in accordance with this clause 8.
- 8.3 **Credit to be given:** In calculating the amount of any default interest under this clause 8, credit shall be given, to the extent necessary to avoid any double counting, for any interest payable by the Principal Debtor in the nature of default interest which is included in the Principal Debt.

9. REPRESENTATIONS AND ACKNOWLEDGEMENTS

- 9.1 **Representations:** Each Guarantor represents and warrants to the Security Trustee in relation to itself that:
- (a) **Status:** it is either a territorial authority or regional council named as a local authority in Schedule 2 to the Act;
 - (b) **Power:** it has the power generally to enter into, exercise its rights and perform and comply with its obligations under this deed and the other Transaction Documents to which it is a party;
 - (c) **Authorisations:** it has taken all necessary action required on its part to authorise the entry into, execution and delivery of this deed and the other Transaction Documents to which it is a party and the performance of all obligations expressed to be binding on it;
 - (d) **Obligations legally binding:** its obligations under this deed and the other Transaction Documents to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to laws affecting creditors' rights generally and (as to enforceability) to equitable principles of general application);
 - (e) **No conflict:** neither the entry by it into, nor the performance by it of, this deed and the other Transaction Documents to which it is a party will:

- (i) conflict with or result in a breach of, any agreement, document, arrangement, obligation or duty to which it is a party or by which it or any of its assets may be bound; or
 - (ii) violate or contravene any law to which it is subject;
- (f) **Protected transaction:** for the purposes of section 117 of the Act, the entry by the Guarantor into, and the performance by the Guarantor of, this deed and the other Transaction Documents to which it is a party:
- (i) is in compliance with the Act;
 - (ii) is not contrary to any provision of the Act;
 - (iii) is within the capacity, rights and powers of the Guarantor; and
 - (iv) is for a purpose authorised by either the Act or another Act,
- provided that the Security Trustee acknowledges that section 117 of the Act does not apply to any CCO Guarantee given by the Guarantor in respect of a CCO Issuer; and
- (g) **Ranking of obligations:** its obligations under this deed are secured by the Debenture Trust Deed and rank, and will at all times rank, rateably and at least equally in right and priority of payment with all other first ranking secured money under the Debenture Trust Deed.

9.2 **Repetition:** Each Guarantor shall be deemed to repeat the representations and warranties in clause 9.1 on the first day of each month during the term of this deed by reference to the facts and circumstances then existing, until that Guarantor is released in full from its obligations under this deed.

9.3 **Acknowledgements:** Each Guarantor acknowledges:

- (a) for the benefit of the Security Trustee and each other Guaranteed Creditor, in entering into this deed, that it did not rely on any statement, representation, warranty or information of any nature provided to it by or on behalf of any person (including the Security Trustee, any other Guaranteed Creditor, the Principal Debtor or any other Guarantor);
- (b) that the Security Trustee is not under any duty to disclose information to a Guarantor, or to do or execute anything, relating to the affairs of the Principal Debtor with the Security Trustee; and
- (c) that the Security Trustee may disclose any information which the Security Trustee may have concerning a Guarantor to a potential assignee or any other person with whom the Security Trustee may wish to enter into contractual relations in connection with any Principal Debt.

10. ATTORNEY

10.1 Each Guarantor irrevocably appoints the Security Trustee and every officer of the Security Trustee, individually, to be the attorney of that Guarantor ("**Attorney**") (with full power to

delegate the Attorney's powers to any person for any period and to revoke any such delegation) to, on behalf of that Guarantor, do anything which, in the Attorney's opinion, is desirable to protect the Security Trustee's or any other Guaranteed Creditor's interests under this deed, and each Guarantor hereby ratifies anything done by the Attorney or any delegate in accordance with this clause.

11. LIABILITY NOT PREJUDICED

11.1 Liability not prejudiced: Neither the liability of any Guarantor, nor any of the rights of the Security Trustee, under this deed shall be affected or discharged by anything which, but for this clause 11.1, might operate to affect or discharge the liability of, or otherwise provide a defence to, that Guarantor (whether or not known to that Guarantor, the Security Trustee or any other person), including:

- (a) any limitation or incapacity of, or affecting, the Principal Debtor, the Security Trustee or any other Guaranteed Creditor;
- (b) the granting of any time, credit, indulgence or other concession, to the Principal Debtor or any other person by the Security Trustee or any other Guaranteed Creditor;
- (c) any amendment to, or variation of, this deed or any other document, or the Principal Debtor or a Guarantor not receiving notice of any such amendment or variation;
- (d) any other person joining in this deed or giving any other security, or failing or being incompetent to join in this deed or give any other security, or failing to become legally bound to the Security Trustee as intended under any such security;
- (e) the liability of the Principal Debtor or any other person to a Guaranteed Creditor in respect of any of the Principal Debt ceasing from any cause whatever (including release or discharge by a Guaranteed Creditor or the Security Trustee), or any other person failing to become legally bound to a Guaranteed Creditor or the Security Trustee as intended or to perform any of their respective obligations to a Guaranteed Creditor or the Security Trustee;
- (f) failure by the Principal Debtor or any other person to provide any security which has been requested by the Security Trustee or any other person;
- (g) any security held or taken in respect of, or any transaction relating to, any Principal Debt being void, voidable, unenforceable, defective or informal, or being released, partially released, discharged, partially discharged or varied in any way;
- (h) any compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal, of any agreements, securities, documents of title or assets, or any of the rights of the Guaranteed Creditors or the Security Trustee against the Principal Debtor or any other person;
- (i) the enforcement of, or failure to enforce, any rights of the Security Trustee or any other Guaranteed Creditors under this deed or any other document, or under any law;

- (j) the dissolution of the Principal Debtor or any other person, or the appointment of any receiver, receiver and manager, statutory manager, voluntary administrator, or similar person, or the establishment of any compromise, deed of company arrangement or other arrangement, in respect of the Principal Debtor or any other person;
- (k) the amalgamation, change in constitution, status or control, or reconstruction or reorganisation, of the Principal Debtor, the Security Trustee, any other Guaranteed Creditor or any other person;
- (l) any failure by the Security Trustee or any other Guaranteed Creditor to present, demand, or give notice in respect of, any negotiable instrument;
- (m) the making or granting by a Guaranteed Creditor (whether alone or together with any other person) to, or at the request of, the Principal Debtor (whether alone or together with any other person) of further advances or accommodation or the withdrawal or restriction by a Guaranteed Creditor of any advances or accommodation, or a Guarantor not receiving notice of any such making, granting, withdrawal or restriction;
- (n) any variation to the terms of, or replacement or rearrangement of, any advance made, or accommodation granted, by a Guaranteed Creditor (whether alone or together with any other person) to, or at the request of, the Principal Debtor (whether alone or together with any other person), or a Guarantor not receiving notice of any such variation, replacement or rearrangement;
- (o) the powers of any person purporting to act on behalf of the Principal Debtor in relation to the incurring of any Principal Debt proving to be defective in any respect;
- (p) anything done, or omitted or neglected to be done, by the Security Trustee or any other Guaranteed Creditor, whether in exercise of the rights, powers and remedies vested in the Security Trustee or any other Guaranteed Creditor by this deed or any other document, or otherwise;
- (q) the Principal Debtor or a Guarantor not receiving notice of any Local Authority becoming an Additional Guarantor or of any release under this deed (including, the Principal Debtor or a Guarantor not receiving a copy of any Further Principal Debt Release or Full Release in accordance with clause 15.1 or 15.2); or
- (r) any other matter or thing whatsoever, other than a release of this deed under clause 15.3 (or, as applicable, a Guarantor ceasing to be a Guarantor in accordance with clause 15.2).

12. CHANGES TO THE PARTIES

- 12.1 **Deed binding:** This deed is binding on, and is for the benefit of, the parties and their respective successors, permitted assigns and transferees.
- 12.2 **Guarantor may not assign:** No Guarantor may assign or transfer any of its rights or obligations under this deed without the prior written consent of the Security Trustee.

12.3 **Security Trustee may assign:** The Security Trustee may assign and transfer its rights and obligations under this deed to any successor security trustee appointed in accordance with the Security Trust Deed without the consent of any Guarantor. Any such successor security trustee is to have the same rights against the Guarantors under this deed as if named in this deed as the Security Trustee.

12.4 **Additional Guarantors:**

(a) A Local Authority:

- (i) who is to become a holder of ordinary shares in the Principal Debtor;
- (ii) who is to become an Issuer under the Multi-issuer Deed; or
- (iii) who is an existing Issuer under the Multi-issuer Deed and is required to accede to this deed as an Additional Guarantor,

may become an Additional Guarantor if:

- (iv) the Local Authority has delivered to the Security Trustee a duly completed and executed Guarantor Accession Deed; and
- (v) the Security Trustee has received all of the documents and other evidence listed in schedule 2 in relation to that Local Authority, each in form and substance satisfactory to the Security Trustee.

(b) The Security Trustee shall notify the relevant Local Authority and the Principal Debtor (who shall notify each other Guarantor) promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in schedule 2.

13. NOTICES

13.1 **Writing:** Each notice or other communication to be given or made by a party under this deed shall:

- (a) **Writing:** be given or made in writing by facsimile, email or letter and be signed by the sender or an authorised officer of the sender;
- (b) **Address:** be given or made to that party at the address, email address or facsimile number, and marked for the attention of the person (if any), from time to time designated by that party to the other for the purposes of this deed;
- (c) **Deemed delivery:** not be effective until received by that party, and any such notice or communication shall be deemed to be received by that party:
 - (i) (if given or made by letter) when left at the address of that party or five Business Days after being put in the post, postage prepaid, and addressed to that party at that address;
 - (ii) (if given or made by facsimile) upon production of a transmission report by the machine from which the facsimile was sent which indicates that

the facsimile was sent in its entirety to the facsimile number of the recipient; or

- (iii) (if given or made by email) when dispatched in tangible, readable form by the sender to the email address advised by the recipient from time to time,

provided that any notice or communication received or deemed received after 5 pm on a working day in the place to which it is sent, or on a day which is not a working day in that place, will be deemed not to have been received until the next working day in that place.

13.2 **Initial address and numbers:** The initial address, facsimile number and contact person (if any) designated by:

- (a) each Initial Guarantor, are set out next to the name of that Initial Guarantor in Schedule 1; and
- (b) the Security Trustee, are set out under its execution block in this deed.

14. COSTS

14.1 **Costs:** The Guarantors shall pay to the Security Trustee upon Demand all of the Security Trustee's costs, losses and liabilities on a full indemnity basis (including legal expenses on a full indemnity basis and goods and services and similar taxes thereon) incurred or sustained by the Security Trustee in connection with:

- (a) the negotiation, preparation, signing, administration and release of this deed;
- (b) the exercise, enforcement or preservation, or attempted or contemplated exercise, enforcement or preservation, of any right under this deed, or in suing for or recovering any Guaranteed Money; and
- (c) the consideration and/or granting of any waiver or consent under, or the consideration and/or giving of any variation or release of, this deed.

14.2 **Stamp duty and taxes:** The Guarantors shall pay all stamp, documentary, transaction, registration and other like duties and taxes (including fines, interest and penalties), if any, which may be payable or determined to be payable in connection with the signing, delivery, registration, performance, exercise of any right under, or enforcement or variation of, this deed, and each Guarantor shall indemnify the Security Trustee upon Demand against all liabilities with respect to, or resulting from, any delay or omission to pay any such duties or taxes.

15. RELEASE AND REINSTATEMENT

15.1 **Release of a Guarantor in respect of further Principal Debt:**

- (a) A Guarantor may request to be released from all liability under this deed for or in relation to further Principal Debt to be incurred by the Principal Debtor, by delivering to the Security Trustee a duly completed Further Principal Debt Release Request.

- (b) A Guarantor may not deliver a Further Principal Debt Release Request unless:
- (i) that Guarantor:
- (aa) is not a holder of ordinary shares in the Principal Debtor; or
- (bb) has given a valid Sale Notice in accordance with the Shareholders' Agreement in respect of all of its ordinary shares in the Principal Debtor, and was in accordance with clause 10.6 of the Shareholders' Agreement permitted to transfer such shares within the period referred to in that clause, but despite its commercially reasonable endeavours to do so, was unable to effect such a transfer in that period; and
- (ii) all amounts which may be or become payable by that Guarantor and, where the Guarantor is a CCO Shareholder, the relevant CCO Issuer(s) to the Principal Debtor under or in connection with the Multi-issuer Deed and the Securities issued by it and the relevant CCO Issuer(s) (if any) have been irrevocably paid in full.
- (c) Where a Guarantor has delivered a Further Principal Debt Release Request in accordance with this clause 15, provided that all amounts which may be or become payable by that Guarantor and, where the Guarantor is a CCO Shareholder, the relevant CCO Issuer(s) to the Principal Debtor under or in connection with any financial indebtedness of the Guarantor or relevant CCO Issuer(s) owed to the Subscriber have been irrevocably paid in full, any arrangements for the provision of debt funding to the Guarantor and (if applicable) relevant CCO Issuer(s) by the Subscriber are immediately and irrevocably cancelled.
- (d) The Guarantor shall provide evidence of the satisfaction of the conditions in sub-paragraphs (b)(i) and (b)(ii) by delivering to the Security Trustee:
- (i) in relation to the condition in sub-paragraph (b)(i) either:
- (aa) a certified copy of the share register of the Principal Debtor showing that the Guarantor is not a holder of ordinary shares in the Principal Debtor; or
- (bb) written confirmation signed by a director of the Principal Debtor that the condition at sub-paragraph (b)(i)(bb) has been met,
- (and the Principal Debtor agrees to provide the documents described above upon receiving reasonable notice from the Guarantor and provided the condition in sub-paragraph (b)(i) has been satisfied); and
- (ii) in relation to the condition in sub-paragraph (b)(ii), written confirmation signed by a director of the Principal Debtor that the condition has been met.
- (e) The Security Trustee must accept a duly completed Further Principal Debt Release Request if it is satisfied (acting reasonably) that the conditions set out in sub-paragraphs (d)(i) and (d)(ii) have been met.

- (f) The Security Trustee shall notify the relevant Guarantor of its acceptance of the Further Principal Debt Release Request by delivering a Further Principal Debt Release to the relevant Guarantor and a copy to the Principal Debtor (who shall notify each other Guarantor).
- (g) From the date of the Further Principal Debt Release (for a Guarantor, the "**Further Principal Debt Release Date**"), the relevant Guarantor:
 - (i) shall be released from all liability under this deed in respect of all Principal Debt for which the Principal Debtor becomes actually or contingently liable after the Further Principal Debt Release Date; and
 - (ii) shall continue to be liable under this deed in respect of all Principal Debt for which the Principal Debtor is actually or contingently liable as at the Further Principal Debt Release Date (including, for the avoidance of doubt, any amounts actually or contingently payable under any swap transactions entered into by the Principal Debtor on or prior to the Further Principal Debt Release Date),

and the "Guaranteed Money" of that Guarantor shall be construed accordingly.
- (h) Notwithstanding any provision of this deed to the contrary, a Guarantor that has received a Further Principal Debt Release under this clause 15.1 shall have no liability under clauses 2.1, 2.3, 3.1, 7.3 and 14 for any amounts whatsoever relating to or otherwise in respect of Principal Debt for which the Principal Debtor becomes actually or contingently liable after the Further Principal Debt Release Date relating to that Guarantor (and the "Guaranteed Money" of that Guarantor shall be construed accordingly).

15.2 Full release of a Guarantor:

- (a) Where the Security Trustee has delivered a Further Principal Debt Release to a Guarantor, that Guarantor may, at any time after the date of the Further Principal Debt Release, request to be released from all liability under this deed by delivering to the Security Trustee a duly completed Full Release Request attaching written confirmation from the Principal Debtor (signed by a director of the Principal Debtor) that all Principal Debt for which that Guarantor was liable under this deed has been irrevocably paid in full.
- (b) The Security Trustee shall accept a duly completed Full Release Request complying with the requirements of paragraph (a) by delivering a Full Release to that Guarantor and a copy to the Principal Debtor (who shall notify each other Guarantor) as soon as is reasonably practicable following receipt of the Full Release Request.
- (c) On and from the date of the Full Release, the relevant Guarantor shall be released from all liability under this deed.

15.3 Release of other Guarantors: Subject to clauses 15.1 and 15.2, the Security Trustee shall not be obliged to sign or deliver a release of this deed unless the Security Trustee is satisfied that:

- (a) the Security Trustee has received all the Guaranteed Money; and

- (b) no payment received, or to be received, by the Security Trustee may be avoided, or required to be repaid by the Security Trustee, whether under any law relating to insolvency or otherwise.

15.4 **Reinstatement:** If any payment received or recovered by the Security Trustee, or any other person on behalf of the Security Trustee, is or may be avoided, whether by law or otherwise, then:

- (a) such payment shall be deemed not to have affected or discharged the liability of a Guarantor under this deed or any other security given by a Guarantor in favour of the Security Trustee, and the Security Trustee and each Guarantor shall be restored to the position in which each would have been if such payment had not been received or recovered; and
- (b) the Security Trustee shall be entitled to exercise all its rights under this deed which it would have been entitled to exercise if such payment had not been received or recovered,

notwithstanding that the Security Trustee may have signed a release pursuant to this clause 15.

16. MISCELLANEOUS

16.1 **Partial invalidity:** If at any time any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, that illegality, invalidity or unenforceability shall not affect the enforceability of the remaining provisions of this deed, nor shall the legality, validity or enforceability of any provision under the law of any other jurisdiction be in any way affected or impaired thereby.

16.2 **No implied waivers:** Time shall be of the essence in respect of performance by a Guarantor of its obligations under this deed, but no failure on the part of the Security Trustee or any other Guaranteed Creditor to exercise, and no delay on its part in exercising, any right, power or remedy under this deed or any other document relating to any Principal Debt shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

16.3 **Remedies cumulative:** The rights, powers and remedies provided in this deed are in addition to, and not exclusive of, any rights, powers or remedies provided by law.

16.4 **Consents:** The Security Trustee may give or withhold any approval or consent under this deed in its absolute discretion, and either conditionally or unconditionally.

16.5 **Enforcement:** It shall not be necessary for the Security Trustee to incur any expense or make any payment before enforcing any of the Security Trustee's rights in respect of any obligation of any Guarantor under this deed.

16.6 **Payments on Demand:**

- (a) For the avoidance of doubt, all amounts payable to the Security Trustee under this deed (including all costs and all amounts payable under any indemnity) shall be payable by the relevant Guarantor upon Demand being made on that Guarantor in

accordance with the terms of clause 3.4, and form part of the Guaranteed Money of that Guarantor.

- (b) Each Demand shall be in writing, may be made by facsimile, email or letter, signed by the Security Trustee or an authorised officer of the Security Trustee and must be received in legible form by the relevant Guarantor at the address, email address or facsimile number, and marked for the attention of the person (if any), from time to time designated by that Guarantor to the Security Trustee for the purposes of this deed.

16.7 **Separate obligations:** Each of the obligations of the Guarantors under the indemnity given in clause 2.3, and under clauses 3.7, 6, 7, 8 and 14, constitute continuing obligations, separate and independent from each of the Guarantors' other obligations under this deed and shall survive payment of the Principal Debt and termination or release of this deed, provided that, the obligations of the Guarantors under clauses 2.3 and 14 are each subject to clauses 3.4 and 3.5.

16.8 **Certificates:** A certificate of the Security Trustee as to any amount or fact which might reasonably be expected to be within the Security Trustee's knowledge shall be prima facie evidence of such amount or fact.

16.9 **Annual Rates Income:**

- (a) Each Guarantor shall deliver to the Security Trustee each annual report completed and adopted by it in accordance with sections 98 and 99 of the Act no later than five months after the end of each of its financial years.
- (b) Each Guarantor shall, upon request (in writing) from the Security Trustee, provide the Security Trustee with any such completed and adopted annual report sooner than the five month period referred to in this clause if the Security Trustee advises that it is required for the purposes of clause 3.4.
- (c) Each Guarantor shall include its Annual Rates Income for the relevant financial year in the audited financial statements (or notes thereto) included in each annual report referred to in this clause 16.9, as a separate identifiable amount.
- (d) In the event of any dispute or uncertainty as to the Annual Rates Income of a Guarantor, the Security Trustee shall determine the amount of that Annual Rates Income, and provided the Security Trustee acts in good faith, that determination shall be binding on all the parties.

16.10 **Obligations of Guarantors:** This deed binds each of the Guarantors which has executed it (or which has become party to this deed by executing a Guarantor Accession Deed) even though one or more of the named Guarantors may never execute this deed.

16.11 **Disclosure by Security Trustee:** Each Guarantor consents to and authorises the Security Trustee to provide any Guaranteed Creditor with information concerning its affairs, financial condition or business which comes into the possession of the Security Trustee from time to time.

16.12 **Offer documents:** Each Guarantor undertakes that:

- (a) it will promptly:

- (i) and in any event within 15 Business Days following receipt of a request from the Principal Debtor, provide the Principal Debtor with all information in relation to itself which the Principal Debtor reasonably requests for the purposes of preparing an offering document. The information provided by the Guarantor under this sub-paragraph (a)(i) and paragraph (b) being, "**Disclosure Information**"; and
 - (ii) and in any event within 10 Business Days following receipt of a draft offering document from the Principal Debtor, (acting reasonably and in writing) approve, or provide suggested amendments to, statements in the draft offering document relating to the Guarantor, as identified in writing by the Principal Debtor when providing the draft offering document to the Guarantor ("**Verified Statements**"). Nothing in this clause 16.12 entitles the Guarantor to suggest amendments to any statement in a draft offering document other than those which relate to itself; and
- (b) if it becomes aware of any event having occurred as a result of which any Verified Statement or Disclosure Information would:
- (i) be false or misleading, or likely to mislead;
 - (ii) not be true and accurate in all material respects; or
 - (iii) omit any fact in relation to the Guarantor the omission of which would make misleading in any material respect any Verified Statement or Disclosure Information,

it will promptly notify the Principal Debtor and provide the Principal Debtor with any information required by the Principal Debtor in order to amend or supplement the Offering Document within 10 Business Days of receipt of a request from the Principal Debtor. The provisions of sub-paragraph (a)(ii) shall apply to any draft amendment or supplement to any Offering Document as if such document was a "draft offering document", provided that the timeframe in sub-paragraph (a)(ii) shall be deemed to be 5 Business Days.

16.13 **Contract and Commercial Law Act:** For the purposes of the Contract and Commercial Law Act 2017 the provisions of clause 16.12 are intended to confer a benefit upon the Principal Debtor and to be enforceable by the Principal Debtor directly.

17. COUNTERPARTS

17.1 **Counterparts:** This deed may be signed in any number of counterparts, all of which will together constitute one and the same instrument, and any of the parties may execute this deed by signing any such counterpart.

18. GOVERNING LAW AND JURISDICTION

18.1 **Governing law:** This deed shall be governed by, and construed in accordance with, the laws of New Zealand, and the parties hereby submit to the non-exclusive jurisdiction of the courts of New Zealand.

19. NO CROWN GUARANTEE

- 19.1 The parties acknowledge that the obligations and liabilities of the Principal Debtor under this deed are not guaranteed by the Crown.

SIGNATURES

[Original execution blocks intentionally deleted]

SCHEDULE 1

Initial Guarantors

INITIAL GUARANTORS	ADDRESS FOR NOTICES
Auckland Council	<p>Delivery Address: 135 Albert Street Auckland 1010</p> <p>Postal Address: Private Bag 92300 Victoria Street West Auckland 1142</p> <p>Email: john.bishop@aucklandcouncil.govt.nz</p> <p>Attention: John Bishop, Group Treasurer</p>
Bay Of Plenty Regional Council	<p>Delivery Address: 5 Quay Street Whakatāne</p> <p>Postal Address: P O Box 364 Whakatāne 3158</p> <p>Email: mat.taylor@boprc.govt.nz</p> <p>Attention: Mat Taylor</p>
Christchurch City Council	<p>Delivery Address: Civic Offices 53 Hereford Street Christchurch</p> <p>Postal Address: P O Box 73016 Christchurch 8154</p> <p>Email: Treasury@ccc.govt.nz</p> <p>Attention: Andrew Jefferies</p>
Hamilton City Council	<p>Delivery Address: 260 Anglesea Street</p>

INITIAL GUARANTORS	ADDRESS FOR NOTICES
	<p>Council Building Garden Place Hamilton 3240</p> <p>Postal Address: Private Bag 3010 Hamilton 3240</p> <p>Email: david.bryant@hcc.govt.nz</p> <p>Attention: David Bryant</p>
<p>Hastings District Council</p>	<p>Delivery Address: 207 Lyndon Road East Hastings 4122</p> <p>Postal Address: Private Bag 9002 Hastings 4156</p> <p>Email: brucea@hdc.govt.nz</p> <p>Attention: Bruce Allan</p>
<p>Masterton District Council</p>	<p>Delivery Address: 27 Lincoln Road Masterton 5810</p> <p>Postal Address: PO Box 444 Masterton 5840</p> <p>Email: davidp@mstn.govt.nz</p> <p>Attention: Manager Finance</p>
<p>New Plymouth District Council</p>	<p>Delivery Address: Liardet St New Plymouth</p> <p>Postal Address: Private Bag 2025 New Plymouth 4342</p> <p>Email:</p>

INITIAL GUARANTORS

ADDRESS FOR NOTICES

alison.trustrumrainey@npdc.govt.nz /
carla.freeman@npdc.govt.nz

Attention: Alison TrustrumRainey / Carla Freeman

Ōtorohanga District Council

Delivery Address:
17 Maniapoto Street
Ōtorohanga 3940

Postal Address
PO Box 11
Ōtorohanga 3940

Email: grahamb@otodc.govt.nz

Attention: Graham Bunn

Selwyn District Council

Delivery Address:
2 Norman Kirk Drive
Rolleston

Postal Address:
P O Box 90
Rolleston 7643

Email: Treasury.management@selwyn.govt.nz

Attention: Greg Bell

South Taranaki District Council

Delivery Address:
105-111 Albion Street
Hawera 4610

Postal Address:
Private Bag 902
Hawera 4640

Email: Vipul.mehta@stdc.govt.nz

Attention: Vipul Mehta

Tasman District Council

Delivery Address:
189 Queen Street,
Richmond, Nelson 7050

Postal Address

INITIAL GUARANTORS	ADDRESS FOR NOTICES
	<p>Private Bag 4 Richmond, Nelson 7050</p> <p>Email: treasury@tasman.govt.nz</p> <p>Attention: Corporate Services Manager</p>
Taupo District Council	<p>Delivery Address: 72 Lake Terrace Taupo 3330</p> <p>Postal Address: Private Bag 2005 Taupo 3352</p> <p>Email: nward@taupo.govt.nz</p> <p>Attention: Neil Ward</p>
Tauranga City Council	<p>Delivery Address: 91 Willow Street Tauranga 3143</p> <p>Postal Address: Private Bag 12022 Tauranga 3143</p> <p>Email: treasury.settlements@tauranga.govt.nz</p> <p>Attention: Mohan De Mel</p>
Waipa District Council	<p>Delivery Address: 101 Bank Street Te Awamutu</p> <p>Postal Address: Private Bag 2402 Te Awamutu 3800</p> <p>Email: Farrah.Templeton@waipadc.govt.nz Kumaren.PerumalSarah.Davies@waipadc.govt.nz Ken.Morris@waipadc.govt.nz</p> <p>Attention: Ken Morris</p>
Wellington City Council	Delivery Address:

INITIAL GUARANTORS

ADDRESS FOR NOTICES

Wellington City Council
113 The Terrace
Wellington

Postal Address:
PO Box 2199
Wellington 6140

Email: martin.read@wcc.govt.nz

Attention: Martin Read

Wellington Regional Council

Delivery Address:
Shed 39, 2 Fryatt Quay, Pipitea
Wellington 6011

Postal Address:
P O Box 11646
Manners Street
Wellington 6142

Email: mike.timmer@gw.govt.nz
matthias.zuschlag@gw.govt.nz

Attention: Mike Timmer

Western Bay Of Plenty District Council

Delivery Address:
Barkes Corner
Greerton
Tauranga

Postal Address:
Private Bag 12803
Tauranga 3143

Email: kumaren.perumal@westernbay.govt.nz

Attention: Kumaren Perumal

Whangarei District Council

Delivery Address:
Forum North
Rust Avenue
Whangarei

Postal Address:

INITIAL GUARANTORS

ADDRESS FOR NOTICES

Private Bag 9023
Whangarei 0148

Email: alan.adcock@wdc.govt.nz

Attention: Alan Adcock

SCHEDULE 2

Conditions precedent to be delivered by an Additional Guarantor

1. **Accession Documents**

- (a) A Guarantor Accession Deed duly executed by the Additional Guarantor.
- (b) A first ranking Security Stock Certificate issued by the Additional Guarantor in favour of the Security Trustee in respect of the Additional Guarantor's obligations under this deed, in a form acceptable to the Security Trustee.

2. **Additional Guarantor certificate**

A certificate of compliance for the purposes of section 118 of the Act in relation to the Additional Guarantor's obligations under this deed and the first ranking Security Stock and Security Stock Certificate described in paragraph 1(b).

3. **Legal opinion**

Legal opinion addressed to the Security Trustee from legal counsel acceptable to the Security Trustee in relation to the Additional Guarantor's entry into the Guarantor Accession Deed and the issuance of the first ranking Security Stock and Security Stock Certificate described in paragraph 1(b).

4. **Other documents and evidence**

- (a) Evidence that all necessary regulatory and statutory authorisations, consents, approvals and licences in relation to the Additional Guarantor's entry into the Guarantor Accession Deed and the issuance of the first ranking Security Stock and Security Stock Certificate described in paragraph 1(b) have been obtained and are current and satisfactory.
- (b) Notification of the Annual Rates Income in the Financial Statements of the Additional Guarantor in the most recent financial year for which all Guarantors have prepared and adopted an annual report in accordance with sections 98 and 99 of the Act.
- (c) Any other document or evidence reasonably requested by the Security Trustee.

SCHEDULE 3

**Form of Demand
Part 1**

Form of initial Demand under clause 3.4(b)

To: [Name of Guarantor] ("**Guarantor**")

From: [Name of Security Trustee] as Security Trustee

Dated:

Dear Sirs

Guarantee and Indemnity dated 7 December 2011 ("Guarantee**")**

1. We refer to the Guarantee. Terms defined in the Guarantee have the same meaning when used in this Demand unless given a different meaning in this Demand.
2. We advise that the sum of [NZ\$●] ("**Relevant Amount**") is payable to the Security Trustee under the Guarantee.
3. We further advise that your Relevant Proportion is [●]%, calculated as:

Annual Rates Income for the Relevant Financial Year	
Aggregate Annual Rates Income of all Guarantors for the Relevant Financial Year	

4. We therefore demand payment of the sum of [NZ\$●], being your Relevant Proportion of the Relevant Amount.
5. Payment should be made to the following account by no later than 5:00 pm on [insert date two Business Days after the date of this Demand assuming delivery by courier, email or fax]:

Name: [●]
 Account Number: [●]
 Bank: [●]

6. This Demand is governed by New Zealand law.

Yours faithfully
[Name of Security Trustee]

By:

Part 2
Form of further Demand under clause 3.4(c)*

To: [Name of Guarantor] ("**Guarantor**")
 From: [Name of Security Trustee] as Security Trustee
 Dated:

Dear Sirs

Guarantee and Indemnity dated 7 December 2011 ("Guarantee")

1. We refer to the Guarantee and to the Demand[s] dated [•] ("**Prior Demand[s]**"). Terms defined in the Guarantee have the same meaning when used in this Demand unless given a different meaning in this Demand.
2. We advise that there is a Shortfall Amount of [NZ\$•].
3. We further advise that your Additional Relevant Proportion is [•]%, calculated as:

Annual Rates Income for the Relevant Financial Year	
Aggregate Annual Rates Income of all Non-Defaulting Guarantors for the Relevant Financial Year	

4. We therefore demand payment of the sum of [NZ\$•], being your Additional Relevant Proportion of the Shortfall Amount.
5. Payment should be made to the following account by no later than 5:00 pm on [insert date two Business Days after the date of this Demand assuming delivery by courier, email or fax]:

Name: [•]
 Account Number: [•]
 Bank: [•]

6. This Demand is governed by New Zealand law.

Yours faithfully
[Name of Security Trustee]

By:

* Security Trustee to update the form of notice each time a further Demand is provided under 3.4(d).

SCHEDULE 4

Form of Guarantor Accession Deed

ACCESSION DEED dated

GRANTED BY

[*Name of Additional Guarantor*] ("**Additional Guarantor**")

IN FAVOUR OF

[*Name of Security Trustee*] ("**Security Trustee**")

INTRODUCTION

- A. Each of the Local Authorities listed in schedule 1 to this deed ("**Guarantors**") is party to a guarantee and indemnity ("**Guarantee**") dated 7 December 2011 in favour of the Security Trustee (whether as a party to the original Guarantee or by becoming a Guarantor pursuant to a deed equivalent to this deed).
- B. The Additional Guarantor is to become a Guarantor under the Guarantee by entering into this deed.

COVENANTS

- 1. **Definitions:** In this deed, capitalised terms shall have the meanings given to them in the Guarantee unless they are defined in this deed.
- 2. **Deemed to be a Guarantor:** With effect from the date of this deed, the Additional Guarantor will be deemed to be named as a Guarantor under the Guarantee as if originally included and named in the Guarantee.
- 3. **Guarantee:** The Additional Guarantor guarantees to the Security Trustee, for the benefit of the Guaranteed Creditors, the due payment or delivery by the Principal Debtor of the Principal Debt. The provisions of the Guarantee shall apply to the guarantee given by the Additional Guarantor under this deed in the same manner, and to the same extent, as if the same had (with all necessary modification) been set out in full in this deed.
- 4. **Representations and warranties:** The Additional Guarantor makes the representations and warranties in clause 9.1 of the Guarantee in relation to itself to the Security Trustee by reference to the facts and circumstances then existing (and as though each reference in clause 9.1 to Guarantor was to the Additional Guarantor and each reference to the Transaction Documents included this deed).
- 5. **Attorney:** The Additional Guarantor irrevocably appoints the Security Trustee and every officer of the Security Trustee, individually, to be the attorney of the Additional Guarantor ("**Attorney**") (with full power to delegate the Attorney's powers to any person for any period and to revoke any such delegation) to, on behalf of the Additional Guarantor, do anything which, in the

Attorney's opinion, is desirable to protect the Security Trustee's or any other Guaranteed Creditor's interests under this deed and/or the Guarantee, and the Additional Guarantor hereby ratifies anything done by the Attorney or any delegate in accordance with this clause 4.

6. **Implied provisions:** For the purposes of section 14 of the Property Law Act 2007, the Additional Guarantor acknowledges that this deed is, and for all purposes and at all times shall be construed as being, supplemental to the Guarantee.

7. **Address for notice:** The initial address, facsimile number, email address and contact person (if any) of the Additional Guarantor for the service of notices is:

Address: [•]

Fax: [•]

Email: [•]

Attention: [•]

8. **Governing law:** This deed shall be governed by, and construed in accordance with the laws of New Zealand, and the parties hereby submit to the non-exclusive jurisdiction of the courts of New Zealand.

9. **[CCO]:** *[Include if Additional Guarantor is a CCO Shareholder].*

9.1 **[CCO Shareholder]:** *[As at the date of this deed, the Additional Guarantor is a CCO Shareholder in respect of: **[specify each relevant CCO Issuer]**].*

EXECUTED AS A DEED

Additional Guarantor

[Execution block to be inserted]

SCHEDULE 1

Existing Guarantors

[Insert names of existing Guarantors]

SCHEDULE 5

Part 1

Form of Further Principal Debt Release Request

To: [Name of Security Trustee] as Security Trustee

From: [Name of terminating Guarantor]

Dated:

Guarantee and Indemnity dated 7 December 2011 ("Guarantee")

1. We refer to the Guarantee.
2. This is a Further Principal Debt Release Request. Terms defined in the Guarantee shall have the same meaning in this Further Principal Debt Release Request.
3. We request pursuant to clause 15.1 of the Guarantee that we be released from all liability under the Guarantee for or in relation to further Principal Debt to be incurred by the Principal Debtor.
4. We confirm that:
 - (a) [we are not a holder of ordinary shares of the Principal Debtor, as evidenced by the current share register of the Principal Debtor showing that the Guarantor is not a holder of ordinary shares of the Principal Debtor, a certified copy of which is attached to this Further Principal Debt Release Request] **OR** [we have given a valid Sale Notice in accordance with the Shareholders' Agreement in respect of all of our ordinary shares in the Principal Debtor, and were in accordance with clause 10.6 of the Shareholders' Agreement permitted to transfer such shares within the period referred to in that clause, but despite our commercially reasonable endeavours to do so, were unable to effect such a transfer in that period, as evidenced by the letter from the Principal Debtor (signed by a director) attached to this Further Principal Debt Release Request]; [*delete option as applicable*] and
 - (b) all amounts which may be or become payable by us to the Principal Debtor and, where we are a CCO Shareholder, the relevant CCO Issuer(s) under or in connection with the Multi-issuer Deed and the Securities issued by us and the relevant CCO Issuer(s) (if any) have been irrevocably paid in full, as evidenced by the letter from the Principal Debtor (signed by a director) attached to this Further Principal Debt Release Request.

Yours faithfully
[Name of terminating Guarantor]

By:

[Attach supporting documents]

Part 2
Form of Further Principal Debt Release

To: [Name of terminating Guarantor]
Copy to: New Zealand Local Government Funding Agency Limited
From: [Name of Security Trustee] as Security Trustee
Dated:

Guarantee and Indemnity dated 7 December 2011 ("Guarantee")

1. We refer to the Guarantee and your Further Principal Debt Release Request dated [●].
2. This is a Further Principal Debt Release. Terms defined in the Guarantee shall have the same meaning in this Further Principal Debt Release unless given a different meaning in this Further Principal Debt Release.
3. We confirm that with effect from the date of this Further Principal Debt Release (the "**Further Principal Debt Release Date**"), you:
 - (a) shall be released from all liability under the Guarantee in respect of all Principal Debt for which the Principal Debtor becomes actually or contingently liable after the Further Principal Debt Release Date; and
 - (b) shall continue to be liable under the Guarantee in respect of all Principal Debt for which the Principal Debtor is actually or contingently liable as at the Further Principal Debt Release Date (including, for the avoidance of doubt, any amounts actually or contingently payable under any swap transactions entered into by the Principal Debtor on or prior to the Further Principal Debt Release Date).
4. We request the Principal Debtor to notify the other Guarantors of this Further Principal Debt Release in accordance with clause 15.1(f) of the Guarantee.

Yours faithfully
[Name of Security Trustee]

By:

SCHEDULE 6

**Part 1
Form of Full Release Request**

To: [Name of Security Trustee] as Security Trustee

From: [Name of terminating Guarantor]

Dated:

Guarantee and Indemnity dated 7 December 2011 ("Guarantee")

1. We refer to the Guarantee.
2. This is a Full Release Request. Terms defined in the Guarantee shall have the same meaning in this Full Release Request.
3. We request to cease to be a Guarantor pursuant to clause 15.2 of the Guarantee.
4. We confirm that all Principal Debt for which we were liable under the Guarantee has been irrevocably paid in full, as evidenced by the written confirmation from the Principal Debtor (signed by a director of the Principal Debtor) to that effect attached to this Full Release Request.

Yours faithfully
[Name of terminating Guarantor]

By:

[Attach supporting letter]

Part 2
Form of Full Release

To: [Name of terminating Guarantor]
Copy to: New Zealand Local Government Funding Agency Limited
From: [Name of Security Trustee] as Security Trustee
Dated:

Guarantee and Indemnity dated 7 December 2011 ("Guarantee")

1. We refer to the Guarantee and your Full Release Request dated [●]. This is a Full Release. Terms defined in the Guarantee shall have the same meaning in this Full Release.
2. With effect from the date of this Full Release the Security Trustee releases you from the Guarantee.
3. However, notwithstanding the release given in paragraph 2, if any payment received or recovered by the Security Trustee, or any other person on the Security Trustee's behalf, is or may be avoided, whether by law or otherwise, then:
 - (a) such payment shall be deemed not to have affected or discharged your liability as a Guarantor under the Guarantee or any other security given by you as a Guarantor in favour of the Security Trustee, and the Security Trustee and you shall be restored to the position in which each would have been if such payment had not been received or recovered; and
 - (b) the Security Trustee shall be entitled to exercise all its rights under the Guarantee which it would have been entitled to exercise if such payment had not been received or recovered.
4. We request the Principal Debtor to notify the other Guarantors of this Full Release in accordance with clause 15.2(b) of the Guarantee.

Yours faithfully
[Name of Security Trustee]

By:



Committee: Executive, Audit and Risk Committee

Date: 19 May 2020

Subject: **Public transport operational update for the quarter ending 31 March 2020**

Approved by: M J Nield, Director Corporate Services
B G Chamberlain, Chief Executive

Document: 2479133

Purpose

1. The purpose of this memorandum is to provide members with an operational report on public transport services for the quarter ending 31 March 2020.

Recommendation

That the Taranaki Regional Council:

- a) receives and notes the operational report of the public transport services for the quarter ending 31 March 2020.

Background

2. As part of the Council's responsibility for promoting an integrated, safe, responsive and sustainable land transport system within the region, a range of activities are required, including provision of public transport services and the Total Mobility Scheme.

Covid-19

3. On 23 March 2020, the Prime Minister announced New Zealand's move to Alert Level 3, then to Level 4 within 48 hours. On 26 March the country began the preliminary four week lockdown. From the day of lockdown, bus and Total Mobility services were available only for essential workers and those undertaking essential journeys such as getting to the supermarket or pharmacy. In light of the restrictions and redefined purpose, bus services levels were reduced as appropriate.
4. Currently, officers are working with central government agencies and local operators to assess the financial implications on service costs and foregone revenue as well as ensuring public transport remains a safe option. Waka Kotahi New Zealand Transport

Agency has announced it will financially support councils and operators due to the lost revenue under Alert Levels 4 and 3.

5. Therefore, the information presented in this report and attached update has been impacted by the beginning of the lockdown. It means that six days 'usual' bus patronage and Total Mobility use did not occur. Members are requested to bear this in mind as they consider the report.

Citylink (New Plymouth, Bell Block, Waitara and Oakura) bus service

6. Patronage for the quarter decreased 14.6%. Total patronage was 123,629 down 21,166. There was still, however, an increase of 21% in WITT patronage for the quarter.
7. For the period of March impacted by the lockdown just 103 trips were undertaken, an average of 21 per day. This compares to an approximate 2,500 trips per day we might usually expect.

Connector (Hāwera to New Plymouth) bus service

8. Patronage for the quarter decreased (6.3%). A total of 6,378 trips were recorded compared to 6,808 in the same quarter 2018/2019. Increases in patronage were recorded in Adult 2%, Access 60% (only up from five to eight), Seniors 9%, WITT 8% and Tertiary 40%. These increases were offset by a drop in students undertaking training, down 447 or (49%) and TDHB down 199 (27%).

Southlink services

9. Patronage for the March quarter was up on both the Ōpunake to Hāwera and the Ōpunake to New Plymouth services however is down on the Waverley to Hāwera service in comparison to the same period last year. The performances of each service is detailed below.
10. Waverley-Pātea-Hāwera patronage was 266, down 132 or 33% compared to the same quarter last year. The most significant difference was SuperGold Cardholder patronage down 114 or 47%. Child patronage was also down with only one child travelling this quarter, down nine or 90%. Total revenue was \$533 compared to \$810 for the same period last year, a difference of \$277, or 29%. Farebox recovery was 10.6% in comparison to last year's 13.1% for the same period.
11. Ōpunake to Hāwera patronage was 32, an increase of five or 19% compared to the same quarter last year. Child patronage was down four, or 80%, and more significantly Access was down 26 or 100% with no Access patronage for this quarter. Adult patronage was up five or 19%, SuperGold Cardholders were up two or 6% and Under 5's were also up two, with none having travelled the same quarter last period. Total revenue for the quarter was \$96 compared to \$111 (down 14%) for the same period last year however Farebox recovery was up marginally, by 2%.
12. Patronage for the Ōpunake to New Plymouth service was 347 an increase of 169 or 95% compared to the same quarter last year. Adult patronage was up 40, or 133% and Child was 179, up a significant 169 on the same period last year, which showed only 10 for the quarter. SuperGold Cardholder patronage was down 38, or 28%. Total revenue for the quarter was \$1,434, as opposed to \$647 for the same period last year, an increase of \$787, or 122%. Farebox recovery was 30.9%, up from 14.2%, an increase of 118%.

SuperGold Card

13. SuperGold Card patronage for all services for the quarter totalled 13,821 compared with 14,952 trips, a decrease of 1,131 or (7.6%), on the same period last year. However, both January and February showed an increase in patronage in comparison to the same period last year.

Total Mobility Scheme

14. Trips for the quarter were 11,434 down 1,008 or 8% on the same period last year.
15. For the period of March impacted by the lockdown just 171 trips were undertaken, an average of 29 per day. This compares to an approximate 140 trips per day we might usually expect.

Ironside Vehicle Society Incorporated

16. Total trips for the quarter were 1,170, down 306 or 21% on the same period last year. Of the total 901, or 77% involved wheelchair passengers.

Decision-making considerations

17. Part 6 (Planning, decision-making and accountability) of the *Local Government Act 2002* has been considered and documented in the preparation of this agenda item. The recommendations made in this item comply with the decision-making obligations of the *Act*.

Financial considerations—LTP/Annual Plan

18. This memorandum and the associated recommendations are consistent with the Council's adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

19. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the *Local Government Act 2002* and the *Land Transport Management Act 2003*.

Iwi considerations

20. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making processes (schedule 10 of the *Local Government Act 2002*) as outlined in the adopted long-term plan and/or annual plan. Similarly, iwi involvement in adopted work programmes has been recognised in the preparation of this memorandum.

Legal considerations

21. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.

Appendices/Attachments

Document 2480434: Public Transport Programme Update – operational overview March 2020

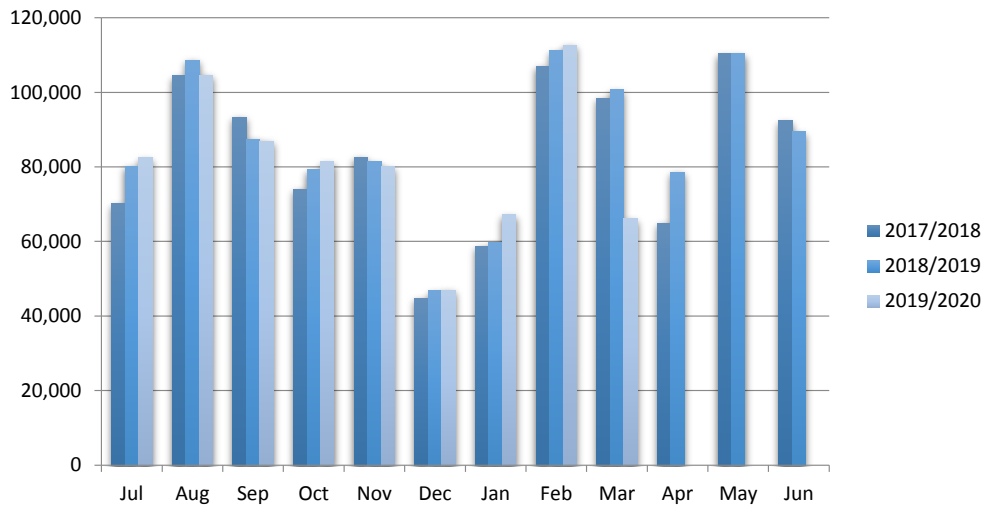
Public Transport Programme Update – operational overview March 2020

Citylink performance

	March 2020 quarter	March 2019 quarter	18/19 vs 19/20
Patronage	123,629	144,795	-14.6%
Revenue	\$245,908	\$271,550	-9.4%
Farebox*	37.7%	41.9%	-10.0%
Commerciality*	38.8%	43.3%	-10.4%

*Ratios exclude indexation costs

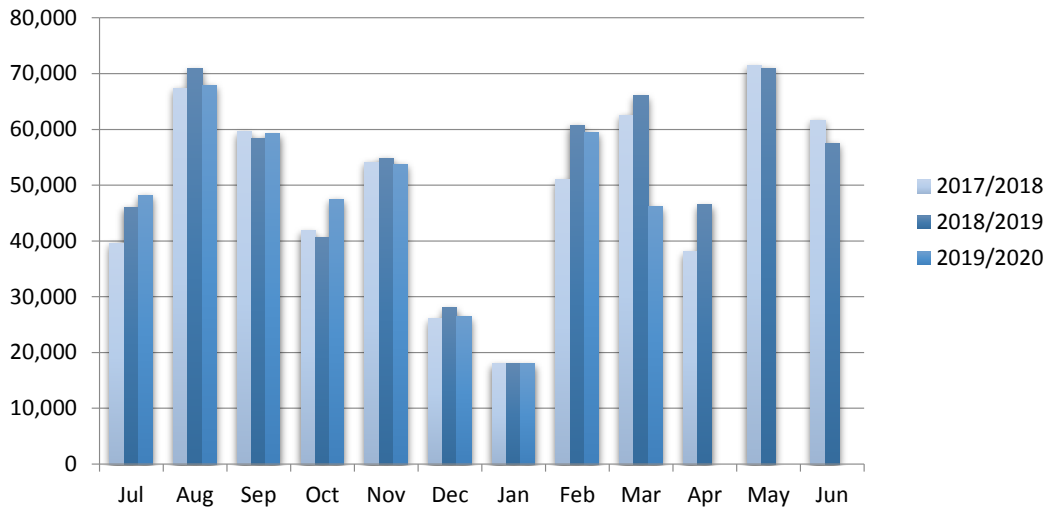
Citylink revenue YTD 2017/2018, 2018/2019 and YTD 2019/2020



Citylink Patronage

	March 2020 quarter	March 2019 quarter	18/19 vs 19/20
Adult	7,325	7,842	-7%
Child/Student	69,763	84,664	-18%
Senior/SuperGold	14,230	15,289	-7%
Tertiary	890	1,242	-28%
Comm Services Card	10,596	11,102	-5%
Access	1,012	1,407	-28%
WITT	4,566	3,759	21%
Transfer	15,247	19,490	-22%
Promotion	0	0	-

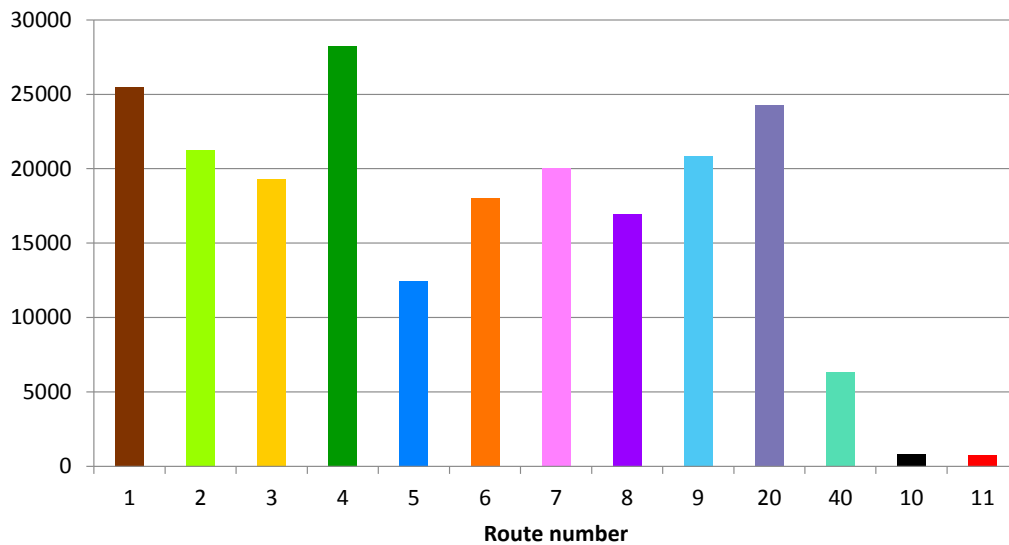
Citylink patronage 2017/2018, 2018/2019 and YTD 2019/2020



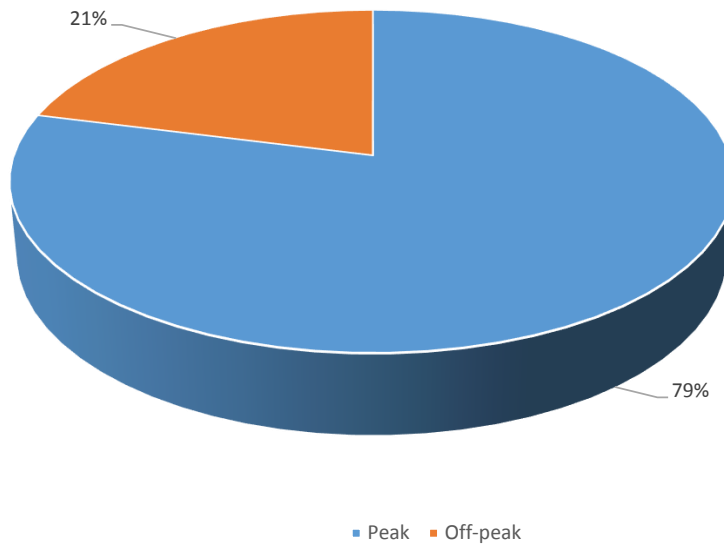
Citylink Trips Per Capita

	2019/2020 YTD	2018/2019 YTD	18/19 vs 19/20
Trips per capita	%	%	%

Urban route patronage YTD 2019/2020



Citylink peak/off-peak passenger % YTD 2019/2020

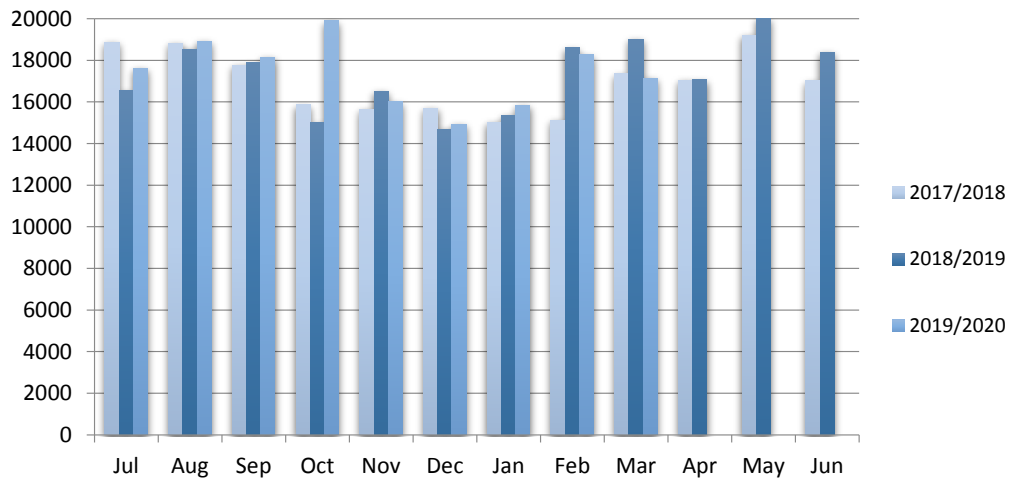


Connector Performance

	Mar 2020 quarter	Mar 2019 quarter	YTD 18/19 vs 19/20
Patronage	6378	6808	-6.3%
Revenue	\$51,227	\$54,461	-5.9%
Farebox*	63.4%	76.3%	-16.9%
Commerciality*	63.4%	78.5%	-19.2%

*Ratios exclude indexation costs

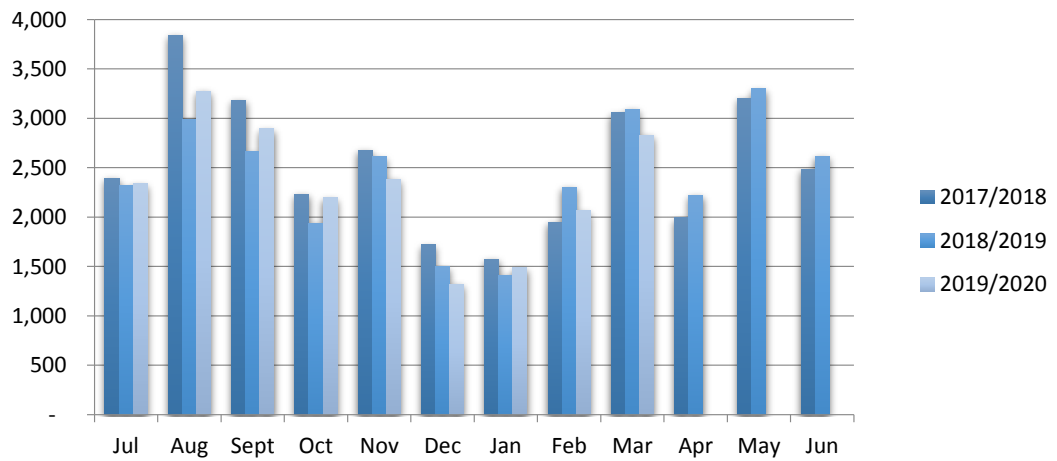
Connector revenue 2017/2018, 2018/2019 and YTD 2019/2020

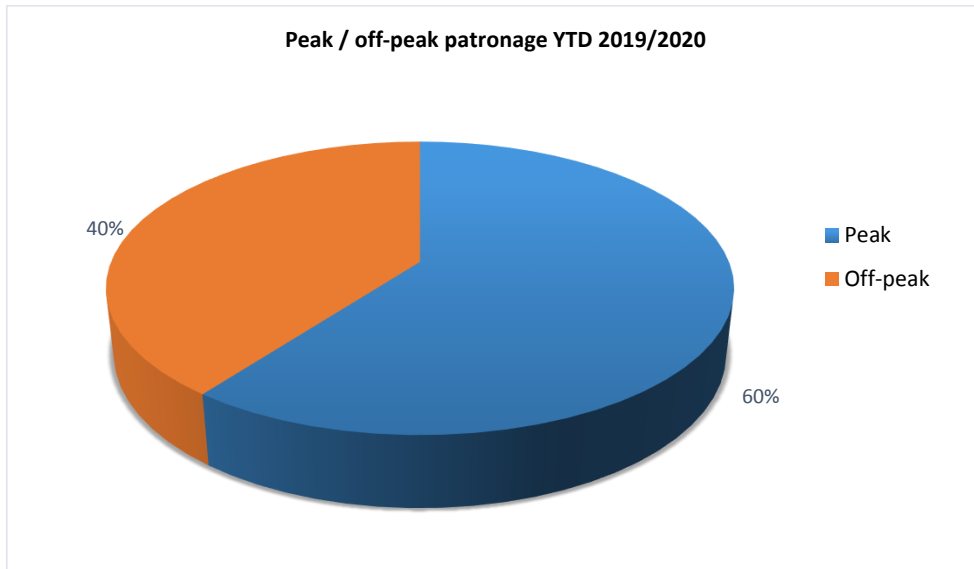


Connector Patronage

	March 2020 quarter	March 2019 quarter	18/19 vs 19/20
Access	8	5	60%
Adult	1041	1,019	2%
Beneficiary	648	733	-12%
Child	154	166	-7%
Seniors	98	90	9%
SuperGold	776	810	-4%
TDHB	532	731	-27%
Tertiary	525	374	40%
WITT	2123	1,960	8%
Training (Paid)	473	920	-49%
Promotion	0	0	

Connector patronage 2017/2018, 2018/2019 and YTD 2019/2020





Southlink performance

Opunake to New Plymouth

	Mar 2020 quarter	March 2019 quarter	18/19 vs 19/20
Patronage	347	178	95%
Revenue	\$1,434	\$647	122%
Farebox*	30.96%	14.20%	118%
Commerciality*	30.96%	14.20%	118%

*Ratios exclude indexation costs

Waverly to Hawera

	Mar 2020 quarter	Mar 2019 quarter	YTD 18/19 vs 19/20
Patronage	266	398	-33%
Revenue	\$573	\$810	-29%
Farebox*	10.61%	13.10%	-19%
Commerciality*	10.61%	13.10%	-19%

*Ratios exclude indexation costs

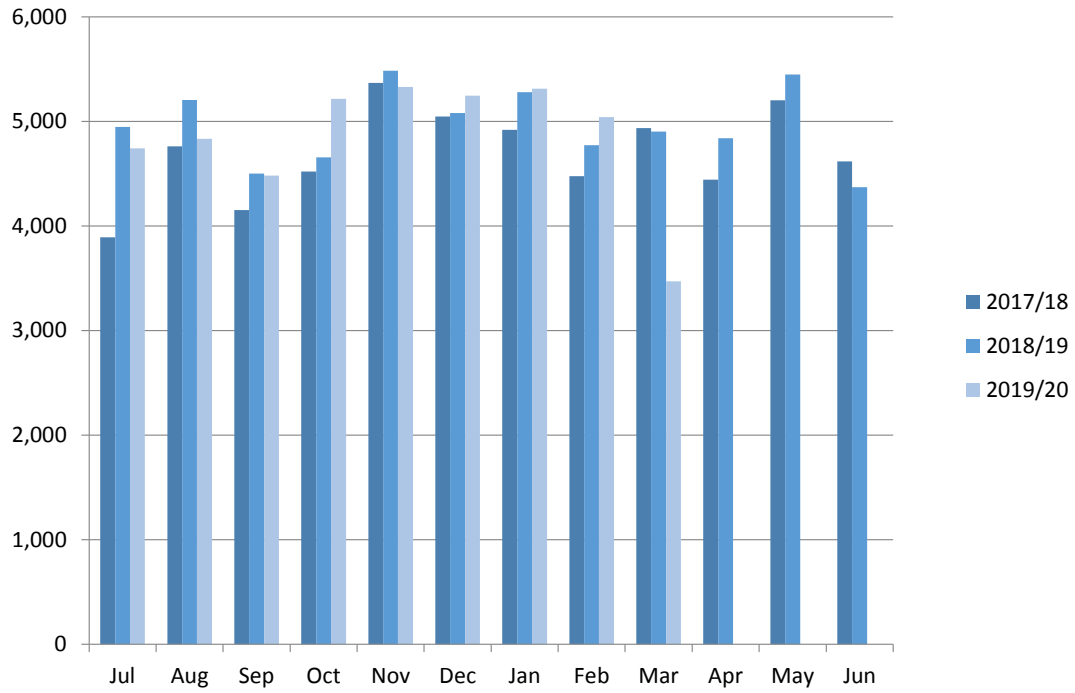
Opunake - Kaponga - Manaia - Hawera

	Mar 2020 quarter	Mar 2019 quarter	18/19 vs 19/20
Patronage	70	91	-23%
Revenue	\$96	\$111	-14%
Farebox*	3.50%	3.43%	2%
Commerciality*	3.50%	3.43%	2%

*Ratios exclude indexation costs

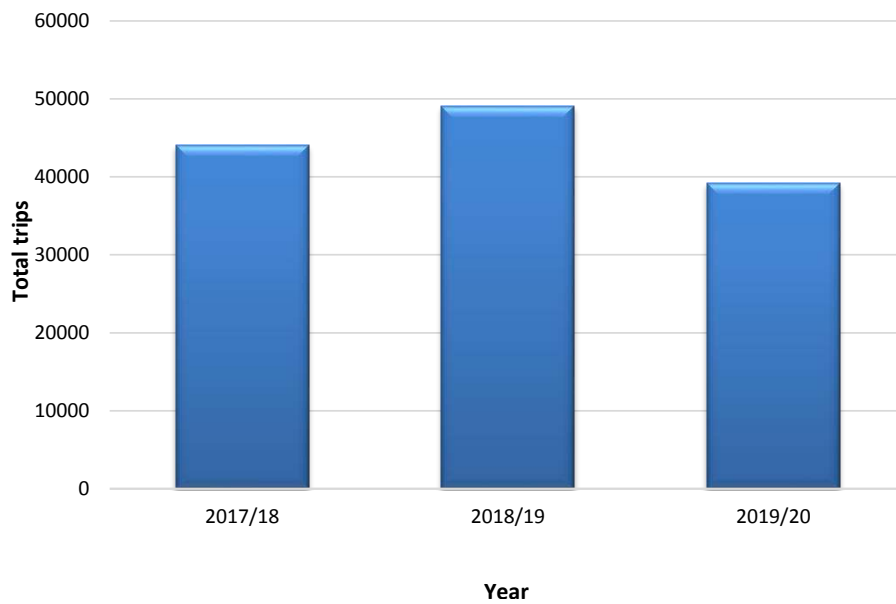
SuperGold Card

SGC patronage YTD 2017/2018, 2018/2019 and 2019/2020

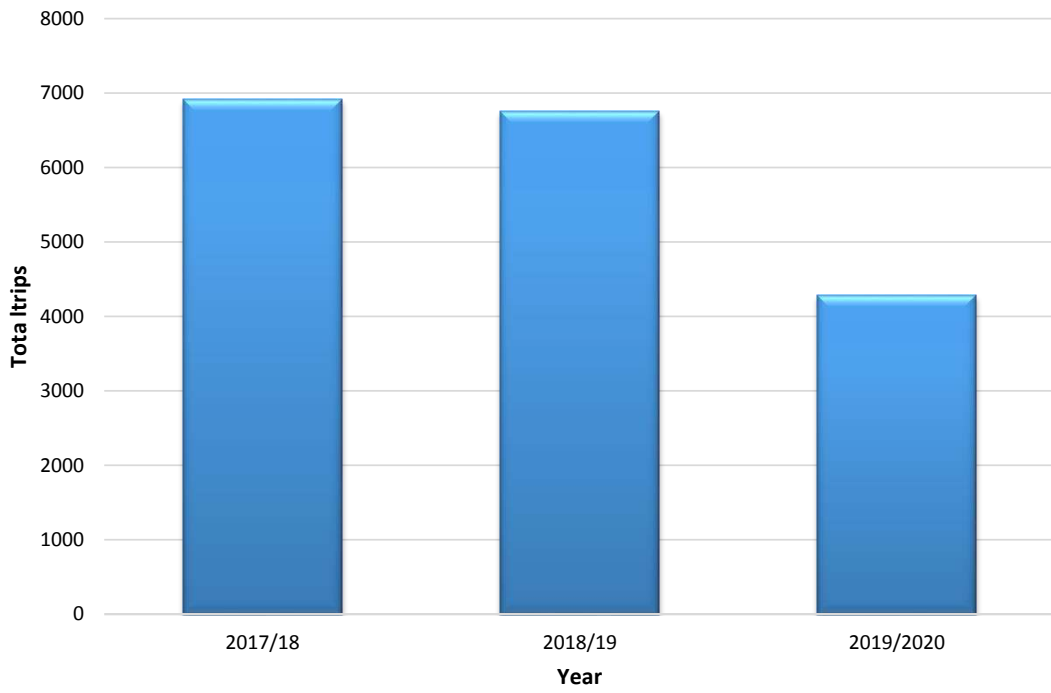


Total Mobility

Total Mobility trips 2017/18, 2018/19 and 2019/20



Ironside trips 2017/18, 2018/19 and 2019/2020





Committee: Executive, Audit and Risk Committee

Date 19 May 2020

Subject: **Financial and Operational Report**

Approved by: M J Nield, Director Corporate Services
B G Chamberlain, Chief Executive

Document: 2477700

Purpose

1. The purpose of this memorandum is to receive information on the operational and financial performance of the Council and to confirm the use of the Council's Common Seal.

Recommendations

That the Taranaki Regional Council:

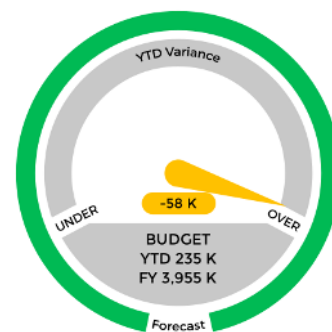
- a) receives the memorandum and the March 2020 financial report
- b) approves the three common seal transactions:
 - 2020/01 - Renewal of Lease - Bulk Storage Terminals Ltd - 35-39 Centennial Drive, New Plymouth
 - 2020/02 - Renewal of Lease - Bidfood Ltd - 27 Centennial Drive, New Plymouth
 - 2020/03 - Renewal of Lease - Bidfood Ltd - 31 Centennial Drive, New Plymouth
- c) notes the Regional Integrated Ticketing System update
- d) notes the digital media update
- e) notes the health and safety report for March 2020.

Background

2. The Council produces a Monthly Financial Report outlining the financial performance for the month and year to date. This memorandum supports the Monthly Financial Report by providing additional supporting operational and financial information. The Council operates its Common Seal under delegated authority. Part of that delegated authority is the reporting back of the seal transactions

Discussion

3. Attached is the Monthly Financial Report for March 2020.
4. In the "Financial Indicators Section", for revenue, expenditure and operating surplus/ deficit, for the whole of the Council the actual year to date (YTD) performance is compared against the YTD budget. A green variance indicates that the variance is within plus or minus 5% and less than \$50,000. A yellow variance indicates that the variance is greater than plus or minus 5% and between \$50,000 and \$100,000 but less than plus or minus 10% and more than \$100,000. A red variance indicates that the variance is more than plus or minus 10% and more than \$100,000. The arrow indicates the trend over time. A green up arrow indicates an improving trend and a red down arrow indicates a deteriorating trend.
5. The financial performance pie graphs for operating expenditure and income show the actual performance against budget and the forecast performance against budget, accumulated for all activities. The green slice indicates the number of activities where the variance is within plus or minus 5% and less than \$50,000. The yellow slice indicates the number of activities where the variance is greater than plus or minus 5% and between \$50,000 and \$100,000 but less than plus or minus 10% and more than \$100,000. The red slice indicates the number of activities where the variance is more than plus or minus 10% and more than \$100,000.
6. For each Group of Activities (Resource management, Biosecurity and biodiversity, Transport, Hazard management, Recreation culture and heritage, and Regional representation, advocacy and investment management, in the "Financial Indicators Section", for revenue and expenditure, for that group of activities, the actual year to date (YTD) performance is compared against the YTD budget. A green variance indicates that the variance is within plus or minus 5% and less than \$50,000. A yellow variance indicates that the variance is greater than plus or minus 5% and between \$50,000 and \$100,000 but less than plus or minus 10% and more than \$100,000. A red variance indicates that the variance is more than plus or minus 10% and more than \$100,000. The arrow indicates the trend over time. A green up arrow indicates and improving trend and a red down arrow indicates a deteriorating trend.
7. In the "Operating Expenditure by Activity" section, there is a dial for each activity comparing YTD expenditure against budget and a forecast for the rest of the year. The colours are green – variance of less than plus or minus 5%, yellow – plus or minus variance of more than 5% but less than 10% and red – plus or minus variance of more than 10%. The key components of each dial are:



- The outer ring is the forecast for the rest of the year - green OK, yellow performance at risk, red target will not be achieved
- The pointer indicates whether the variance is over or under budget and the colour indicates the scale of the variance - the actual variance figure sits at the bottom of the pointer
- The YTD and full year (FY) budgets are included in the grey section.

8. Financially, the Council is in-line with the estimates established for 2019/2020 in the *2019/2020 Annual Plan*. At 31 March 2020, the overall financial result is ahead of budget. Significant income and expenditure variances (plus or minus \$100,000) are:
- *Consent processing and administration* - \$148,389 under budget due to other departments spending less time on consent activities, reflecting the level of activity in this area.
 - *Compliance monitoring programmes* - \$217,396 over budget due to staff focus on monitoring and reporting.
 - *Resource investigations and projects* - \$184,721 under budget due to staff focus on compliance.
 - *Sustainable land management plans and plant supply programme* - \$119,342 over budget due to the earlier timing of some expenditure and higher consent condition expenditure. This additional expenditure is offset by higher consent condition revenues.
 - *Waitara River Catchment* - \$1,999,950 under budget due to Waitara Lands expenditure not occurring until after the establishment of the Waitara River Committee.
 - *Enhancement grants* - \$398,739 over budget due to the timing of Fresh Water Improvement Fund expenditure and higher forestry STRESS expenditure than originally planned. This additional expenditure is offset by government grant revenue being \$499,506 over budget, as these grants are reimbursed by central government.
 - *Biodiversity* - \$130,647 under budget mainly due to the timing of KNE expenditure, which is forecasted for later in the year.
 - *Biosecurity and biodiversity direct charges* - \$611,890 under budget mainly due to Predator Free 2050 funding being recognised on an accrual basis (as earned) rather than cash received.
 - *Passenger transport* - \$398,225 under budget due to bus contract costs running lower than expected and lower depreciation due to the delay in the regional integrated ticketing project. This is forecast to continue all year.
 - *Advocacy and response* - \$105,853 over budget due to significant advocacy activity.
9. The following estimated financial impacts are noted from the Covid-19 pandemic:
- Science Services team - loss of compliance monitoring revenue \$70,000
 - Inspectorate team - loss of compliance monitoring revenue \$70,000
 - TRC share of Civil Defence response – increased costs of \$30,000
 - Increased material/cleaning costs of approximately \$20,000
 - Fuel savings from not running the fleet during Levels 4 and 3 - approximately \$25,000.

Operational report

10. Operationally, programmes are materially on target with the planned levels of activity established for 2019/2020 in the *2019/2020 Annual Plan*.

11. We have completed a review of the impact of Covid-19 on the levels of service, activities and works programmes for the rest of 2019/2020. Overall, the impact has not been huge as the Council has been largely able to complete work as normal over the lockdown (working from home and undertaking essential services). The following paragraphs highlight the impact.

Resource Management

12. Minimal impact on levels of service, activities and works programmes. Consents, planning, navigation/safety and incident response have continued unaffected either as essential services or with staff working from home. Consent and forestry monitoring was not undertaken in Level 4 but restarted under Level 3. Fewer resource consent applications were received during lock down, but on track to process about the same number as last year. Navigation/safety was an essential service under level 4 and the Harbour Master has continued delivering the level of services for Port Taranaki and its approaches. Pollution response/compliance monitoring was an essential service under Level 4.

Environment Quality

13. Negligible impact across the state of the environment and compliance monitoring (tailored programmes). Summer-based programmes were already largely completed. Staff prioritised completion of scheduled fieldwork immediately prior to and in anticipation of lockdown; and Government directive was that monitoring connected with human health was to continue as an essential service during Level 4 lockdown. Limited fieldwork was therefore continued. Under Level 3 restrictions, all fieldwork has been continued/resumed, with appropriate safety and health management. Staff were able to initiate early preparation of reports during work-from-home phase. A few specific elements may not be delivered, depending on Level 2 restrictions.
14. Some resource investigations and research that the Council is supporting or has otherwise endorsed has been impeded due to inability for researchers to conduct fieldwork, attend laboratories or offices, convene workshops, travel etc. It is expected that the main impact will be around timing, not outcome.
15. Staff continued to deliver core duties supporting functions and the work of other Council departments upon request e.g. consenting, regional planning, during Levels 3 and 4, albeit remotely. A number of Council staff played important ongoing roles within the regional CDEM Emergency Coordination Centre (ECC) for a period of 5 weeks in planning, intelligence, welfare, operations, logistics, public information, and iwi liaison functions.

Operations

16. No significant impact on levels of service, activities and works programmes. Staff continued to deliver core duties during Levels 3 and 4, albeit remotely. Contact with landowners has been maintained and fieldwork has recommenced under Alert Level 3. Biodiversity: Almost nil impact. Slightly fewer KNEs identified and added to inventory, but this will have limited impact on the normal work programme. Biosecurity: Limited impact. Unlikely to complete the pest contract around the boundary of Te Papakura o Taranaki. Slightly less pre and post possum monitoring will be undertaken.
17. Taranaki Taku Tūrangā - Towards Predator Free Taranaki: Zero possum trial, impact unknown. Virtual barrier maintenance was an essential service under Alert Level 4,

however this did not include the Kaitake ranges conservation estate. Likely to require additional time and resource to remove remaining possums. This can be accommodated within existing budgets, subject to no more Alert Level 4 restrictions. Remainder of programme limited impact.

18. Land Management Riparian: Likely limited impact. Landowners continue to progress the implementation of their riparian plans despite Alert Level 3 & 4 restrictions, plant sales have continued well. If Alert Level 3 or 4 continued beyond the end of May 2020 this could impact the riparian plant dispatch.
19. Freshwater Improvement Fund: limited impact on timing of operational works with none occurring during Alert Level 4, under Alert Level 3 this has resumed. If need be spraying jobs could be deferred till the summer.
20. Hill Country: No effect on STRESS works. Projects have been solicited and approved, potential for some farmers to pull out of projects; but back up projects available if need be.
21. Regional Gardens: Visitor numbers and events across all gardens will be lower for the year as a result of Alert Level 3 and 4 restrictions. Pukeiti capital works have slight delays with bridge project and track developments, these will be moved into the next financial year.
22. Rivers: No impact on work programmes. River and flood management was classified as an essential service under Alert Level 4.

Corporate Services

23. No significant impact on levels of service, activities and works programmes. Core corporate services were delivered remotely during Levels 4 and 3. The main IT systems worked well in allowing staff to work from home. Transport: passenger trip numbers will be down over the last quarter of the year. There are minimal passengers during lockdown. The Government introduced and paid for fare free services on buses and for Total Mobility. Community engagement/public information/education: Communication services, including support for CDEM, continued through lockdown. Education and EnviroSchools did not run during lockdown and accordingly there will be a reduction in services provided.

Regional integrated ticketing project (RITS)

24. The RITS project continues to progress through its development.
25. The project has been impacted by Covid-19 with INIT staff both in New Zealand and Germany put on leave for a period of time. However, progress has been made in the development of the back-end financial reporting. The RITS project team is also continuing to explore opportunities to make further progress during the Covid-19 lockdown period.
26. One of these was for RITS staff from all councils undertaking Bee Card transactions in the live Bee Card website during the week of 27 April. The purpose of the testing was to ensure all the bugs had been fixed and to put the live website under load with high numbers of transactions being undertaken at the same time. The result of the testing will be reported on at the next update.
27. One initiative being explored is to install the ticketing machines on as many buses as possible while fare collection is suspended on buses under Levels 4 and 3 of Covid-19.

Another is whether all RITS regions can implement the same simplified fare structure and fares to reduce the need for further extensive testing of each regions fare structures.

28. Project NEXT update. The procurement process has been well progressed with a shortlist of suppliers selected through a global process. These shortlisted respondents have been invited to respond to a detailed Request for Proposals released in April 2020. Preferred suppliers for 3 financial services to support the system have been secured and contract negotiations are in progress. Drafting of the detailed business case is in an advanced state and has the support of the Waka Kotahi NZ Transport Agency Board. The business case demonstrates convincingly that the implementation of the NTP over a period of some 5-7 years has very significant customer facing and nationally important benefits and is not materially more costly than the 'Do Minimum' option of multiple systems, with much less utility and reaching end of life.

Communications and education

29. Communications activities are delivered across a range of channels including publications, media releases, advertising and digital media. Some recent highlights are:
- Mitch Graham, Head Gardener at Tūpare shared hints and tips on how to grow a veggie garden (video posted to Tūpare Facebook page).
 - A great story on 4 year old Mia Edmonds, winner of the Pukeiti Passport Challenge (posted to Pukeiti Facebook page and TRC website).

Social media by the numbers

30. Our Facebook page posts (across all six pages) reached 185,854 people and 4,604 of these people have liked, shared, clicked or commented on our posts. Our Facebook page followers have increased with a total of 602 more followers across our six pages from 18 March to 29 April 2020. Our Tweets reached 1,921 people and 60 engaged with them.

Facebook page	Page followers	Reach	Engagement
TaranakiRegionalCouncil	4,624 (+94)	47,139	664
TaranakiPublicTransport	914 (+145)	48,982	902
Tūpare	1,478 (+225)	29,115	1,021
Pukeiti	2,059 (+34)	16,241	357
Hollard Gardens	1,686 (+61)	27,151	720
Towards Predator-Free Taranaki	1,368 (+43)	17,226	940

•

Twitter profile	Followers	Impressions	Engaged
@TaranakiRC (TRC main)	1,864 (+9)	10,400	72

•

Top Facebook posts		Reach	Engaged
1	<p>IMPORTANT: Immediate changes to Taranaki bus services from Monday 23 March</p> <p>Citylink public transport school services will be reduced from Monday 23 March due to reduced numbers of available drivers following advice from Government for over 70s not to go to work.</p> <p>(Taranaki Public Transport)</p>	21,325	4,660
2	<p>Check out these beauties! While out walking in Stratford yesterday, Dean from the Taranaki Regional Council biodiversity team took these great photos of a rare white pīwakawaka (fantail). He also snapped another pīwakawaka and a majestic kererū.</p> <p>(Towards Predator-Free Taranaki)</p>	6,762	1,175
3	<p>We want to hear from you! Our talented team of gardeners are keen to find out how they can continue to support you over this time.</p> <p>(Pukeiti)</p>	5,852	1,252
4	<p>CITYLINK SPECIAL BUS SERVICES</p> <p>The updated timetable is current from March 2020 until further notice.</p> <p>Visit https://www.trc.govt.nz/citylink-information/ to download the timetable.</p> <p>(Taranaki Public Transport)</p>	5,094	314
5	<p>WE'RE HIRING!</p> <p>We're currently advertising three positions:</p> <p>LAND MANAGEMENT OFFICER (2x vacancies)</p> <p>Do you have sound practical knowledge of rural activities, are interested in working with Taranaki hill country farmers and have a passion for sustainable land management? Then we want to hear from you - https://trc.careercentre.net.nz/.../land-manag.../stratford/1281</p> <p>PASSENGER TRANSPORT OFFICER</p> <p>Are you an administration ace and have a passion for public transport? Then our Passenger Transport Officer vacancy may be just the ticket for you.</p> <p>Visit the following link for more information and to apply - https://trc.careercentre.net.nz/.../passenger-.../stratford/1279</p>	3,847	601

	(Taranaki Regional Council)		
6	Preparing a garden to grow veges - HOW TO GROW A VEGETABLE GARDEN with Mitch. (Tūpare)	3,230	1,853
7	Towards Predator-Free Taranaki is calling on locals with backyard rat traps to ensure they are set, baited, checked regularly and catches are recorded. (Towards Predator-Free Taranaki)	2,835	182
8	An exciting method of composting your kitchen food scraps is in a worm farm or worm bin. Everyone can get involved in this composting process and help feed these voraciously hungry composting worms. (Hollard Gardens)	2,796	461
9	Pruning and care for your fruit trees to keep them growing and fruiting. (Tūpare)	1,601	202
10	When 4-year-old Mia Edmonds gets to see her friends again, she'll have some big news to share. Mia has been named the winner of the Pukeiti Passport Challenge. Running over the summer, entrants had to complete a special mission to get their "passport" stamped at regional gardens Pukeiti - gardens, Tūpare and Hollard Gardens, as well as Puke Ariki. (Pukeiti)	1,567	90

•

Top Tweets (from our TRC profile)		Impressions	Engaged
1	The Government today launched a new website on all things COVID-19. Visit covid19.govt.nz to learn the simple steps you can take to unite against COVID-19 and slow its spread. You can also find out what help is available and get the latest updates. #COVID19nz pic.twitter.com/oiRBjj5G3C (TRC)	903	43
2	Important message for families making use of Citylink school buses in North Taranaki: (Taranaki Public Transport)	367	9
3	We've teamed up with @RotokareTrust to create Backyard Biodiversity - a fun, educational video series featuring activities kids can do in their own gardens. Today, Ash and	333	6

Emily are going on a bug hunt! ☐ 🐞 Why not join them? (Backyard Biodiversity)		
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Health and safety: COVID-19 Response and Plan

31. The response to Covid-19 has been in three distinct phases.
- The initial response was to move into lockdown. The offices were closed and staff relocated to work from home. Essential services and workers were identified. Protocols were established for these essential services. During Level 4, only essential workers were working (when required) in the field. These workers consisted of our river’s staff and investigating officers, who remained on-call. The majority of staff were able, to varying degrees, work successfully from home.
 - As New Zealand moved from level 4 to Level 3, there was a significant increase in staff returning to field duties, but the offices remained closed. Level 3 protocols were developed for all departments to ensure the health and safety of all. These were shared and signed off by each staff member. All contractors asked to work during Level 3 have also been required to submit their Level 3 protocols.
 - Further protocols were developed for the move to Level 2 and the opening of the offices. There is still a degree of working from home, but there is more of a sense of return to “normality”.
32. Throughout, the focus has been on the safety and well-being of all staff, customers, contractors and the wider-public. Staff welfare was an important concern. Initially, there was daily contact between managers and staff – this eased back as routines were established. A number of check-ins on staff occurred, including a quiz night and zoom morning teas. Support was provided as and when required. Flu shots were organised and offered to all staff. To date, no staff have reported being Covid-19 positive.
33. The Council has operated safely and successfully within the identified protocols and Government requirements, throughout the various levels. Staff have responded well to all the changes and the overwhelming response and desire has been to return to work and “normality” as soon as practicable.
34. Looking forward, there will be changes to the way in which staff undertake their duties. There are positive lessons and improvements resulting from the lockdown.

Common Seal

35. There were three common seal transactions during the period to 30 April 2020:
- 2020/01 - Renewal of Lease - Bulk Storage Terminals Ltd - 35-39 Centennial Drive, New Plymouth
 - 2020/02 - Renewal of Lease - Bidfood Ltd - 27 Centennial Drive, New Plymouth
 - 2020/03 - Renewal of Lease - Bidfood Ltd - 31 Centennial Drive, New Plymouth

Decision-making considerations

36. Part 6 (Planning, decision-making and accountability) of the *Local Government Act 2002* has been considered and documented in the preparation of this agenda item. The recommendations made in this item comply with the decision-making obligations of the *Act*.

Financial considerations—LTP/Annual Plan

37. This memorandum and the associated recommendations are consistent with the Council's adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

38. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the *Local Government Act 2002*, the *Resource Management Act 1991* and the *Local Government Official Information and Meetings Act 1987*.

Iwi considerations

39. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making processes (schedule 10 of the *Local Government Act 2002*) as outlined in the adopted long-term plan and/or annual plan. Similarly, iwi involvement in adopted work programmes has been recognised in the preparation of this memorandum.

Legal considerations

40. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.

Appendices/Attachments

Document 2485749: Health and Safety report - March 2020

Document 2493295: March 2020 Monthly Financial Report



Health and Safety Dashboard

Reporting Period:

1 March – 31 March 2020

Incidents (1 July 2019 – 30 June 2020)

Illness 0 (0)	Incidents 0 (24)	Injury 0 (25)
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ACC Claims 0 (6)	Near Miss 5 (5)	Notifiable 0 (0)
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Types of Incidents and Injuries

Slips/Trips/Falls (no injury)	-	No Treatment	-
Sprains/Strains	-	First Aid	-
Cuts/Abrasions	-	Medical Centre	-
Bruising	-	Physiotherapy	-
Near Miss	-	Hospital	-
Vehicle Damage	-		
Insect Stings	-	Formal Investigation	-
Other	-	WorkSafe Investigation	-

Health and Wellbeing

Workstation Assessments 2

Health Monitoring Assessments 4
Pre-employment assessments 0

Wellness Initiatives
Connect

4 return to work plans currently in place
(3 non-work related)

Health and Safety Objectives Update

Health & Safety Committee Meetings 1 Workers Committee meetings 1	Hazard reviews completed: 32
Evacuation practice: Completed October	Pandemic Plan
2019/2020 Wellness Plan developed	WSMP Status: Tertiary Self-Audit – completed December 2019
Health and Safety training days: 4	2019/2020 Health and Safety plan adopted at the June H&S Meeting

COVID-19 Response and Plan

The response to Covid-19 has been in three distinct phases.

- The initial response was to move into lockdown. The offices were closed and staff relocated to work from home. Essential services and workers were identified. Protocols were established for these essential services. During Level 4, only essential workers were working (when required) in the field. These workers consisted of our river’s staff and investigating officers, who remained on-call. The majority of staff were able, to varying degrees, work successfully from home.
- As New Zealand moved from level 4 to Level 3, there was a significant increase in staff returning to field duties, but the offices remained closed. Level 3 protocols were developed for all departments to ensure the health and safety of all. These were shared and signed off by each staff member. All contractors asked to work during Level 3 have also been required to submit their Level 3 protocols.
- Further protocols were developed for the move to Level 2 and the opening of the offices. There is still a degree of working from home, but there is more of a sense of return to “normality”.

Throughout, the focus has been on the safety and well-being of all staff, customers, contractors and the wider-public. Staff welfare was an important concern. Initially, there was daily contact between managers and staff – this eased back as routines were established. A number of check-ins on staff occurred, including a quiz night and zoom morning teas. Support was provided as and when required. Flu shots were organised and offered to all staff. To date, no staff have reported being Covid-19 positive.

The Council has operated safely and successfully within the identified protocols and Government requirements, throughout the various levels. Staff have responded well to all the changes and the overwhelming response and desire has been to return to work and “normality” as soon as practicable.

Looking forward, there will be changes to the way in which staff undertake their duties. There are positive lessons and improvements resulting from the lockdown.



MARCH 2020

MONTHLY FINANCIAL REPORT

TARANAKI REGIONAL COUNCIL

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Executive summary

Financial performance

FINANCIAL INDICATORS					
Financial threshold key (for adverse variances): ● ≥5% and ● <10% ≥10%					
Total revenue		Operating expenditure		Operating surplus/deficit	
What the Council earns – rates, charges, grants and investment income:		The costs to operate Council’s activities:		Council’s total revenue less operating expenditure:	
Actual YTD:	Trend:	Actual YTD:	Trend:	Actual YTD:	Trend:
\$30.6M	\$4.7K over budget ↓	\$26.5M	\$2212.8K under budget ↑	\$4.1M	\$2217.5K Over budget ↑
Against a YTD budget of \$30.6M and a full year budget of \$47.2M.		Against a YTD budget of \$28.7M and a full year budget of \$46.0M.		Against a YTD budget of \$1.9M and a full year budget of \$1.2M.	

FINANCIAL PERFORMANCE			
Operating Expenditure		Income	
Actual	Forecast	Actual	Forecast
Financial Performance 	Future Performance 	Financial Performance 	Future Performance

Commentary and variances

The overall financial result is ahead of budget. This is mainly due to Waitara Lands reserve expenditure not occurring till future financial years.

Key

This section defines the symbols and colours used in the Executive Summary and the Groups of Activities.

Introduction

In the "Financial Indicators Section", for revenue, expenditure and operating surplus/deficit, for the whole of the Council the actual year to date (YTD) performance is compared against the YTD budget. A green variance indicates that the variance is within plus or minus 5% and less than \$50,000. A yellow variance indicates that the variance is greater than plus or minus 5% and between \$50,000 and \$100,000 but less than plus or minus 10% and more than \$100,000. A red variance indicates that the variance is more than plus or minus 10% and more than \$100,000. The arrow indicates the trend over time. A green up arrow indicates and improving trend and a red down arrow indicates a deteriorating trend.

The financial performance pie graphs for operating expenditure and income show the actual performance against budget and the forecast performance against budget, accumulated for all activities. The green slice indicates the number of activities where the variance is within plus or minus 5% and less than \$50,000. The yellow slice indicates the number of activities where the variance is greater than plus or minus 5% and between \$50,000 and \$100,000 but less than plus or minus 10% and more than \$100,000. The red slice indicates the number of activities where the variance is more than plus or minus 10% and more than \$100,000.

The operational performance pie graphs for levels of service and individual activities show the actual performance against budget and the forecast performance against budget, accumulated for all activities. The green slice indicates the number of levels of service/activities where the actual performance is on target. The yellow slice indicates the number of levels of service/activities where the actual performance is at risk of not being achieved. The red slice indicates the number of levels of service/activities where the actual performance is not meeting the target.

For each Group of Activities:

In the "Financial Indicators Section", for revenue and expenditure, for that group of activities, the actual year to date (YTD) performance is compared against the YTD budget. A green variance indicates that the variance is within plus or minus 5% and less than \$50,000. A yellow variance indicates that the variance is greater than plus or minus 5% and between \$50,000 and \$100,000 but less than plus or minus 10% and more than \$100,000. A red variance indicates that the variance is more than plus or minus 10% and more than \$100,000. The arrow indicates the trend over time. A green up arrow indicates and improving trend and a red down arrow indicates a deteriorating trend.

In the "Operating Expenditure by Activity" section, there is a dial for each activity comparing YTD expenditure against budget and a forecast for the rest of the year. The colours are green – variance of less than plus or minus 5% and less than \$50,000, yellow – plus or minus variance of more than 5% and between \$50,000 and \$100,000 but less than 10% and red – plus or minus variance of more than 10% and \$100,000.

The key components of each dial are:

- The outer ring is the forecast for the rest of the year – green OK, yellow performance at risk, red target will not be achieved
- The pointer indicates whether the variance is over or under budget and the colour indicates the scale of the variance – the actual variance figure sits at the bottom of the pointer
- The YTD and Full Year (FY) budgets are included in the grey section.



The operational performance pie graphs for levels of service and individual activities show the actual performance against budget and the forecast performance against budget, accumulated for all activities within that group of activities. The green slice indicates the number of levels of service/activities where the actual performance is on target. The yellow slice indicates the number of levels of service/activities where the actual performance is at risk of not being achieved. The red slice indicates the number of levels of service/activities where the actual performance is not meeting the target.

Statement of comprehensive revenue and expense

This statement summarises performance against budget for the month and for the year to date.

	Month			Year to date			2019/2020
	Actual \$	Budget \$	Variance \$	Actual \$	Budget \$	Variance \$	Budget \$
Cost of services							
Resource management	986,290	3,042,326	2,056,036	10,491,037	12,188,235	1,697,198	22,735,911
Biosecurity and biodiversity	437,049	1,472,387	1,035,338	5,134,772	5,262,886	128,114	7,243,680
Transport	348,137	406,651	58,514	3,209,993	3,621,362	411,369	4,854,430
Hazard management	91,434	72,421	-19,013	567,806	676,972	109,166	930,238
Recreation culture and heritage	219,924	276,234	56,310	5,585,418	5,620,758	35,340	7,569,128
Regional representation advocacy and investment management	159,979	129,098	-30,881	1,457,541	1,329,580	-127,961	1,759,900
Total operating expenditure	2,242,812	5,399,117	3,156,305	26,446,567	28,699,793	2,253,226	45,093,287
Revenue from exchange transactions							
Direct charges revenue	224,831	453,800	-228,969	2,969,485	3,345,200	-375,715	4,169,590
Rent revenue	163,044	91,666	71,378	939,727	824,994	114,733	1,100,000
Dividends	0	0	0	8,000,837	8,000,000	837	8,000,000
Revenue from non-exchange transactions							
General rates revenue	0	0	0	5,965,795	5,965,794	1	7,954,392
Targeted rates revenue	0	0	0	4,433,142	4,433,157	-15	5,910,867
Direct charges revenue	601,283	3,176,685	-2,575,402	5,195,001	5,613,978	-418,977	13,507,458
Government grants	236,228	241,456	-5,228	2,778,843	2,255,104	523,739	3,277,474
Vested assets	0	0	0	0	0	0	0
Total income	1,225,385	3,963,607	-2,738,222	30,282,831	30,438,227	-155,396	43,919,781
Operating surplus/(deficit) before finance income/expenses & taxation	-1,017,426	-1,435,510	418,084	3,836,264	1,738,434	2,097,830	-1,173,506
Finance income	30,265	18,333	11,932	325,101	164,997	160,104	3,286,719
Finance expense	0	0	0	-40,399	0	-40,399	-937,500
Net finance expense	30,265	18,333	11,932	284,702	164,997	119,705	2,349,219
Operating surplus before taxation	-987,162	-1,417,177	430,015	4,120,966	1,903,431	2,217,535	1,175,713
Other gains/losses							
Gains/(losses) on revaluation of properties	0	0	0	0	0	0	0
Operating surplus before taxation	-987,162	-1,417,177	430,015	4,120,966	1,903,431	2,217,535	1,175,713
Income tax expense	0	0	0	0	0	0	10,000
Surplus/(deficit) for the period	-987,162	-1,417,177	430,015	4,120,966	1,903,431	2,217,535	1,165,713
Other comprehensive income							
Revaluation of property, plant and equipment	0	0	0	0	0	0	0
Other comprehensive income, net of tax	0	0	0	0	0	0	0
Operating surplus/(deficit)	-987,162	-1,417,177	430,015	4,120,966	1,903,431	2,217,535	1,165,713

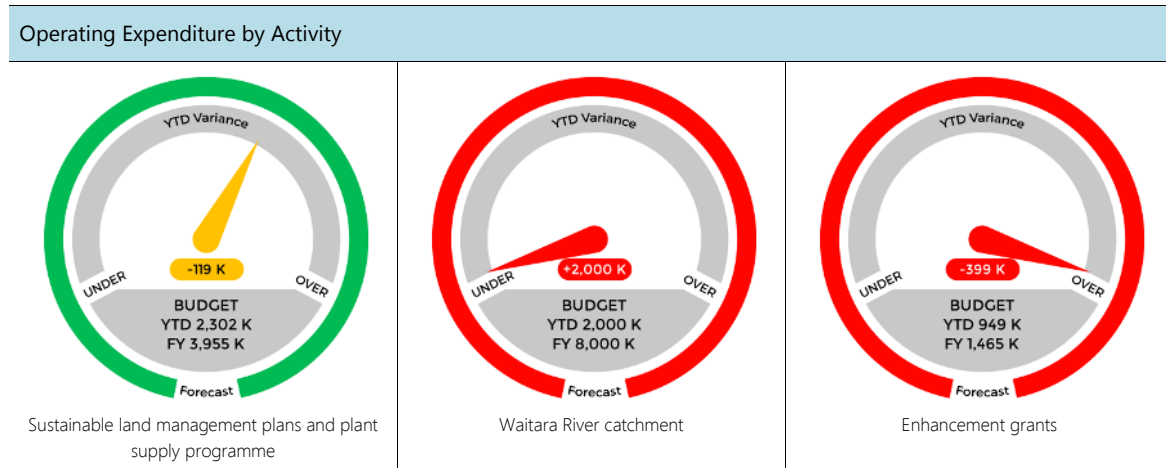
Resource management

Financial performance

FINANCIAL INDICATORS			
Financial threshold key (for adverse variances): ● ≥5% and ● <10% ≥10%			
Total revenue		Operating expenditure	
What the Council earns – rates, charges, grants and investment income:		The costs to operate Council’s activities:	
Actual YTD:	Trend:	Actual YTD:	Trend:
\$7.1M	\$445.5K over budget ↓	\$10.5M	\$1697.2K under budget ↑
Against a YTD budget of 6.6M and a full year budget of 15.4M.		Against a YTD budget of 12.2M and a full year budget of 22.7M.	

Operating Expenditure by Activity		
<p>Resource management planning</p>	<p>Consent processing and administration</p>	<p>Compliance monitoring programmes</p>
<p>Pollution incidence and response</p>	<p>State of the environment monitoring</p>	<p>Resource investigations and projects</p>

RESOURCE MANAGEMENT



Key	YTD Variance
■	< 5% and less than \$50,000
■	≥ 5% < 10% and between \$50,000 and \$100,000
■	≥ 10% and greater than \$100,000

Commentary and variances

Overall resource management expenditure is under budget. Material activity variances (> or < than \$100,000) are:

Consent processing and administration - \$148,389 under budget due to other departments spending less time on consent activities, reflecting the level of activity in this area.

Compliance monitoring programmes - \$217,396 over budget due to focus on monitoring and reporting.

Resource investigations and projects - \$184,721 under budget due to staff focus on compliance.

Sustainable land management plans and plant supply programme - \$119,342 over budget due to the earlier timing of some expenditure and higher consent condition expenditure. This additional expenditure is offset by higher consent condition revenues.

Waitara River catchment - \$1,999,950 under budget due to Waitara Lands expenditure not occurring until after the establishment of the Waitara River Committee.

Enhancement grants - \$398,739 over budget due to the timing of Fresh Water Improvement fund expenditure and higher forestry STRESS expenditure than originally budgeted. This additional expenditure is offset by government grant revenue being \$499,506 over budget, as these grants are largely reimbursed by central government.

RESOURCE MANAGEMENT

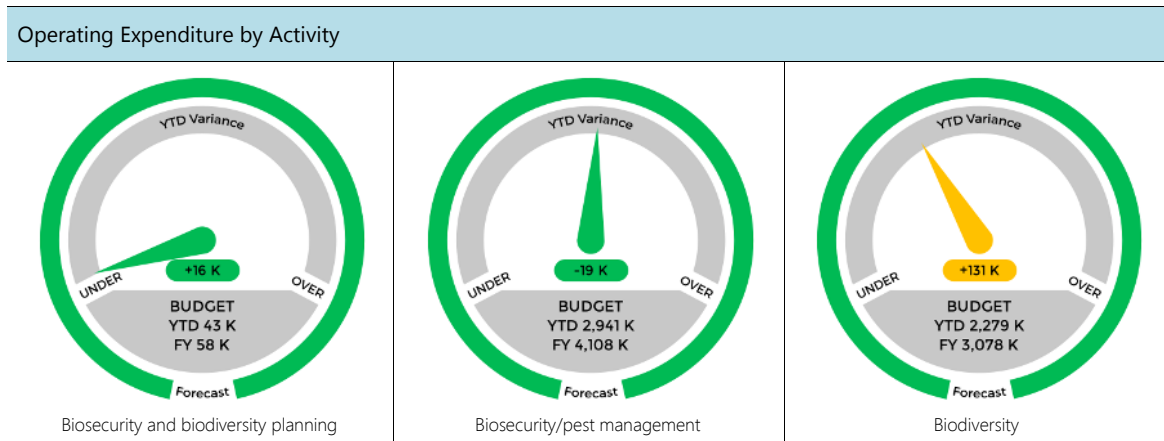
Cost of services statement

RESOURCE MANAGEMENT							
	Month			Year to date			2019/2020
	Actual \$	Budget \$	Variance \$	Actual \$	Budget \$	Variance \$	Budget \$
Expenditure							
Resource management planning	66,972	73,315	6,343	617,531	697,948	80,417	942,104
Consent processing and administration	59,017	87,383	28,366	684,284	832,673	148,389	1,122,850
Compliance monitoring programmes	266,569	267,126	557	2,756,533	2,539,137	-217,396	3,407,947
Pollution incidents and response	75,007	77,307	2,300	727,292	731,447	4,155	986,849
State of the environment monitoring	179,569	188,574	9,005	1,774,234	1,789,278	15,044	2,396,113
Resource investigations and projects	23,262	36,606	13,344	161,643	346,364	184,721	459,991
Sustainable land management plans and plant supply programme	192,583	207,601	15,018	2,421,317	2,301,975	-119,342	3,954,815
Waitara River catchment	0	2,000,000	2,000,000	50	2,000,000	1,999,950	8,000,000
Enhancement grants	123,311	104,414	-18,897	1,348,152	949,413	-398,739	1,465,242
Total expenditure	986,290	3,042,326	2,056,036	10,491,037	12,188,235	1,697,198	22,735,911
Income							
General rates	206,896	206,896	0	2,443,441	2,443,441	0	3,206,905
Direct charges	218,390	2,486,271	-2,267,881	5,719,448	5,773,405	-53,957	14,106,703
Government grants	64,265	83,333	-19,068	1,331,503	831,997	499,506	1,302,000
Transfer from reserves	0	0	0	50	0	50	0
Transfer to reserves	-11,565	0	-11,565	-2,278,534	0	-2,278,534	0
Investment funds	508,303	265,826	242,477	3,275,129	3,139,392	135,737	4,120,303
Total income	986,290	3,042,326	-2,056,036	10,491,037	12,188,235	-1,697,198	22,735,911
Operating surplus/(deficit)	0	0	0	0	0	0	0

Biosecurity and biodiversity

Financial performance

FINANCIAL INDICATORS			
Financial threshold key (for adverse variances): ● ≥5% and ● <10% ≥10%			
Total revenue		Operating expenditure	
What the Council earns – rates, charges, grants and investment income:		The costs to operate Council's activities:	
Actual YTD:	Trend:	Actual YTD:	Trend:
\$1.5M	\$611.9K under budget ↓	\$5.1M	\$128.1K under budget ↑
Against a YTD budget of 2.1M and a full year budget of 2.2M.		Against a YTD budget of 5.3M and a full year budget of 7.2M.	



Key	YTD Variance
■	< 5% and less than \$50,000
■	≥ 5% < 10% and between \$50,000 and \$100,000
■	≥ 10% and greater than \$100,000

Commentary and variances

Overall biosecurity and biodiversity expenditure is on budget. Material activity variances (> or < than \$100,000) are:

Biodiversity - \$130,647 under budget mainly due to the timing of KNE expenditure which is forecasted for later in the year.

Direct charges revenue is \$611,890 under budget mainly due to Predator Free 2050 funding being recognised on an accrual basis (as earned) rather than cash received.

Cost of services statement

BIOSECURITY AND BIODIVERSITY							
	Month			Year to date			2019/2020
	Actual \$	Budget \$	Variance \$	Actual \$	Budget \$	Variance \$	Budget \$
Expenditure							
Biosecurity and biodiversity planning	5,854	4,491	-1,363	26,526	42,686	16,160	57,710
Biosecurity/pest management	252,671	991,384	738,713	2,959,815	2,941,122	-18,693	4,107,869
Biodiversity	178,524	476,512	297,988	2,148,431	2,279,078	130,647	3,078,101
Total expenditure	437,049	1,472,387	1,035,338	5,134,772	5,262,886	128,114	7,243,680
Income							
General rates	203,062	203,062	0	1,374,217	1,374,217	0	2,148,144
Direct charges	472,728	1,008,425	-535,697	1,511,151	2,123,040	-611,890	2,168,545
Transfer from reserves	0	0	0	0	0	0	167,000
Transfer to reserves	0	0	0	0	0	0	0
Investment funds	-238,742	260,900	-499,642	2,249,404	1,765,629	483,775	2,759,991
Total income	437,049	1,472,387	-1,035,338	5,134,772	5,262,886	-128,114	7,243,680
Operating surplus/(deficit)	0	0	0	0	0	0	0

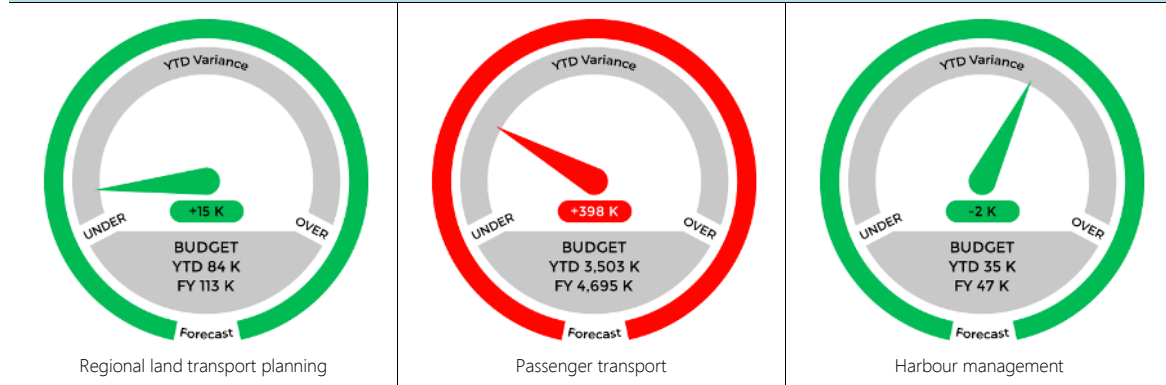
TRANSPORT

Transport

Financial performance

FINANCIAL INDICATORS			
Financial threshold key (for adverse variances): ● ≥5% and ● <10% ≥10%			
Total revenue		Operating expenditure	
What the Council earns – rates, charges, grants and investment income:		The costs to operate Council's activities:	
Actual YTD:	Trend:	Actual YTD:	Trend:
\$2.2M	\$74.7K under budget ↑	\$3.2M	\$411.4K under budget ↑
Against a YTD budget of 2.3M and a full year budget of 3.1M.		Against a YTD budget of 3.6M and a full year budget of 4.9M.	

Operating Expenditure by Activity



Key	YTD Variance
■	< 5% and less than \$50,000
■	≥ 5% < 10% and between \$50,000 and \$100,000
■	≥ 10% and greater than \$100,000

Commentary and variances

Overall transport expenditure is under budget. Material activity variances (> or < than \$100,000) are:

Passenger transport - \$398,225 under budget due to bus contract costs currently running lower than expected and lower depreciation due to the delay in the regional integrated ticketing project. This is forecast to continue all year.

Cost of services statement

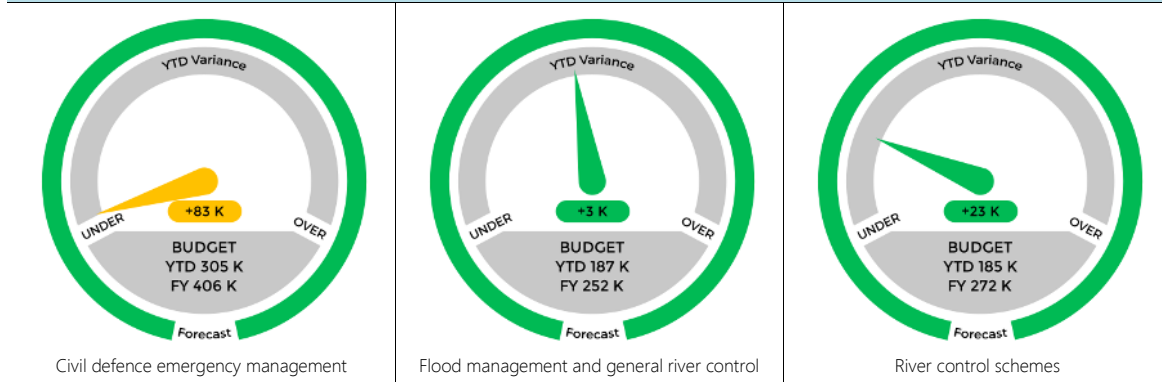
TRANSPORT							
	Month			Year to date			2019/2020
	Actual \$	Budget \$	Variance \$	Actual \$	Budget \$	Variance \$	Budget \$
Expenditure							
Regional land transport planning	7,264	8,832	1,568	69,103	83,935	14,832	113,405
Passenger transport	327,977	386,444	58,467	3,104,327	3,502,552	398,225	4,694,525
Harbour management	12,895	11,375	-1,520	36,562	34,875	-1,687	46,500
Total expenditure	348,137	406,651	58,514	3,209,993	3,621,362	411,369	4,854,430
Income							
General rates	65,962	65,962	0	167,776	167,776	0	197,288
Targeted rates	0	0	0	934,568	934,569	-2	1,246,090
Direct charges	106,606	97,816	8,790	781,400	880,344	-98,944	1,173,800
Government grants	171,963	158,123	13,840	1,447,340	1,423,107	24,233	1,975,474
Government grants for capital	0	0	0	0	0	0	0
Transfer from reserves	0	0	0	0	0	0	8,633
Transfer to reserves	0	0	0	0	0	0	-335
Investment funds	3,605	84,750	-81,145	-121,090	215,566	-336,656	253,480
Total income	348,137	406,651	-58,514	3,209,993	3,621,362	-411,369	4,854,430
Operating surplus/(deficit)	0	0	0	0	0	0	0

Hazard management

Financial performance

FINANCIAL INDICATORS			
Financial threshold key (for adverse variances): ● ≥5% and ● <10% ≥10%			
Total revenue		Operating expenditure	
What the Council earns – rates, charges, grants and investment income:		The costs to operate Council's activities:	
Actual YTD:	Trend:	Actual YTD:	Trend:
\$0.0M	\$0.1K over budget ↑	\$0.6M	\$109.2K under budget ↓
Against a YTD budget of 0.0M and a full year budget of 0.0M.		Against a YTD budget of 0.7M and a full year budget of 0.9M.	

Operating Expenditure by Activity



Key	YTD Variance
■	< 5% and less than \$50,000
■	≥ 5% < 10% and between \$50,000 and \$100,000
■	≥ 10% and greater than \$100,000

Commentary and variances

Overall hazard management expenditure is under budget. There are no material activity variances (> or < than \$100,000).

HAZARD MANAGEMENT

Cost of services statement

HAZARD MANAGEMENT							
	Month			Year to date			2019/2020
	Actual \$	Budget \$	Variance \$	Actual \$	Budget \$	Variance \$	Budget \$
Expenditure							
Civil defence emergency management	35,341	33,852	-1,489	222,100	304,668	82,568	406,221
Flood management and general river control	19,751	19,645	-106	183,680	186,826	3,146	251,741
River control schemes	36,342	18,924	-17,418	162,026	185,478	23,452	272,276
Total expenditure	91,434	72,421	-19,013	567,806	676,972	109,166	930,238
Income							
General rates	31,697	31,697	0	83,399	83,399	0	144,420
Targeted rates	0	0	0	541,544	541,548	-5	722,058
Direct charges	67	0	67	67	0	67	0
Government grants	0	0	0	0	0	0	0
Transfer from reserves	42,247	0	42,247	169,793	0	169,793	0
Transfer to reserves	0	0	0	-494,226	0	-494,226	-48,296
Investment funds	17,422	40,724	-23,302	322,355	107,150	215,205	185,552
Total income	91,434	72,421	19,013	622,931	732,097	-109,166	1,003,734
Operating surplus/(deficit)	0	0	0	55,125	55,125	0	73,496

Recreation, culture and heritage

Financial performance

FINANCIAL INDICATORS			
Financial threshold key (for adverse variances): ● ≥5% and ● <10% ≥10%			
Total revenue		Operating expenditure	
What the Council earns – rates, charges, grants and investment income:		The costs to operate Council's activities:	
Actual YTD:	Trend:	Actual YTD:	Trend:
\$0.1M	\$0.5K over budget ↓	\$5.6M	\$35.3K under budget ↑
Against a YTD budget of 0.1M and a full year budget of 0.2M.		Against a YTD budget of 5.6M and a full year budget of 7.6M.	

Operating Expenditure by Activity		
<p>Regional gardens</p>	<p>Puke Ariki</p>	<p>Yarrow Stadium</p>

Key	YTD Variance
■	< 5% and less than \$50,000
■	≥ 5% < 10% and between \$50,000 and \$100,000
■	≥ 10% and greater than \$100,000

Commentary and variances

Overall recreation, culture and heritage expenditure is on budget. There are no material activity variances (> or < than \$100,000).

Cost of services statement

RECREATION CULTURE AND HERITAGE							
	Month			Year to date			2019/2020
	Actual \$	Budget \$	Variance \$	Actual \$	Budget \$	Variance \$	Budget \$
Expenditure							
Regional gardens	219,924	276,234	56,310	2,532,747	2,588,718	55,971	3,476,409
Puke Ariki	0	0	0	75,000	75,000	0	150,000
Yarrow Stadium	0	0	0	2,977,671	2,957,040	-20,631	3,942,719
Total expenditure	219,924	276,234	56,310	5,585,418	5,620,758	35,340	7,569,128
Income							
General rates	113,714	113,714	0	1,101,160	1,101,160	0	1,500,953
Targeted rates	0	0	0	2,957,030	2,957,040	-10	3,942,719
Direct charges	4,756	16,418	-11,662	148,311	147,762	549	197,000
Investment funds	101,454	146,102	-44,648	1,378,917	1,414,796	-35,879	1,928,456
Total income	219,924	276,234	-56,310	5,585,418	5,620,758	-35,340	7,569,128
Operating surplus/(deficit)	0	0	0	0	0	0	0

Regional representation, advocacy and investment management

Financial performance

FINANCIAL INDICATORS			
Financial threshold key (for adverse variances): ● ≥5% and ● <10% ≥10%			
Total revenue		Operating expenditure	
What the Council earns – rates, charges, grants and investment income:		The costs to operate Council’s activities:	
Actual YTD:	Trend:	Actual YTD:	Trend:
\$0.1M	\$51.3K over budget ↑	\$1.5M	\$128.0K over budget ↓
Against a YTD budget of 0.0M and a full year budget of 0.0M.		Against a YTD budget of 1.3M and a full year budget of 1.8M.	

Operating Expenditure by Activity		
<p>Investment management</p>	<p>Community engagement</p>	<p>Advocacy and response</p>
<p>Governance</p>	<p>Key</p> <ul style="list-style-type: none"> YTD Variance ■ < 5% and less than \$50,000 ■ ≥ 5% < 10% and between \$50,000 and \$100,000 ■ ≥ 10% and greater than \$100,000 	

Commentary and variances

Overall regional representation and advocacy expenditure is over budget. Material activity variances (> or < than \$100,000) are:
 Advocacy and response - \$105,853 over budget due to many months of significant advocacy activity.

Cost of services statement

REGIONAL REPRESENTATION, ADVOCACY AND INVESTMENT MANAGEMENT							
	Month			Year to date			2019/2020
	Actual \$	Budget \$	Variance \$	Actual \$	Budget \$	Variance \$	Budget \$
Expenditure							
Investment management	0	500	500	0	4,500	4,500	6,000
Community engagement	28,411	27,726	-685	272,889	260,011	-12,878	350,835
Advocacy and response	28,145	22,262	-5,883	317,511	211,658	-105,853	286,139
Governance	103,423	78,610	-24,813	867,141	853,411	-13,730	1,116,926
Total expenditure	159,979	129,098	-30,881	1,457,541	1,329,580	-127,961	1,759,900
Income							
General rates	55,372	55,372	0	571,744	571,744	0	756,690
Direct charges	35,130	2,583	32,547	74,525	23,247	51,278	31,000
Investment funds	69,477	71,143	-1,666	811,272	734,589	76,683	972,210
Total income	159,979	129,098	30,881	1,457,541	1,329,580	127,961	1,759,900
Operating surplus/(deficit)	0	0	0	0	0	0	0

Statement of financial position

This statement summarises the Council's assets, liabilities and residual equity. The statement is split between current items (those expected to be realised within 12 months) and non-current items (expected to last longer than 12 months).

	Month End Actual \$	2019/2020 Estimates \$	2018/2019 Annual Report \$
Current Assets			
Cash and cash equivalents	8,713,836	1,855,374	4,393,819
Current portion of investments	2,619,804	-	8,363,322
Trade and other receivables	2,004,729	2,000,000	3,633,349
Inventories	200,000	-	23,900
Prepayments	272,062	100,000	226,176
Taxation refundable	5,109	-	5,109
Work in progress	358,663	400,000	172,004
Total current assets	14,174,202	4,355,374	16,817,679
Non-current assets			
Treasury investments	5,898,091	6,900,000	2,625,250
Port Taranaki Ltd	26,000,000	26,000,000	26,000,000
Civic Assurance Ltd	1,000	1,000	1,000
Regional Software Holdings Ltd	798,118	798,118	798,118
Loan to Taranaki Stadium Trust	4,000,000	22,870,781	-
Intangible assets	880,910	1,531,576	1,069,117
Investment properties	18,513,000	17,380,500	18,513,000
Property plant and equipment	32,583,475	33,446,828	31,179,780
Deferred tax asset	42,051	-	42,051
Total non-current assets	88,716,645	108,928,803	80,228,316
Total assets	102,890,847	113,284,177	97,045,995
Current liabilities			
Trade and other payables	2,669,537	2,500,000	5,597,421
Work-in-progress	1,436,244	600,000	725,841
Employee entitlements current	1,017,500	935,000	1,106,133
Total current liabilities	5,153,281	4,035,000	7,429,395
Non-current liabilities			
Employee entitlements term	778,300	800,000	778,300
Borrowings	4,000,000	22,870,781	-
Total non-current liabilities	4,778,300	23,670,781	778,300
Total liabilities	9,931,581	27,705,781	8,207,695
Public equity			
Retained earnings	71,225,847	70,211,686	69,707,799
Reserves	16,904,109	10,857,372	14,301,191
Asset revaluation reserves	4,829,310	4,509,338	4,829,310
Total public equity	92,959,266	85,578,396	88,838,300
Total liabilities and equity	102,890,847	113,284,177	97,045,995

Commentary and variances

Reserves have increased significantly due to Waitara Lands reserve distributions.

Capital expenditure and disposals

Capital expenditure in excess of \$10,000 for the month was:

DESCRIPTION	AMOUNT \$
Regional Integrated Ticketing Project WIP	48,694
Pukeiti Family Hut WIP	21,935
Pukeiti Tramline WIP	47,147

Fixed asset disposals in excess of \$10,000 for the month were:-

DESCRIPTION	AMOUNT \$
2012 Nissan Navara	11,304
2012 Ford Ranger	11,304
2014 Nissan Navara	14,783
2014 Toyota Hilux	15,652
2017 Suzuki Grand Vitara	12,174

Local Authorities (Members' Interests) Act 1968

Additions to the *Creditors Detail List* for the month were:

CODE	CREDITOR NAME	ADDRESS	DATE ESTABLISHED
3402	Bullseye Solutions Limited	P O Box 8182, New Plymouth	03-Mar-20
3403	Power Movers Limited	5 Perekia Street, Albany, Auckland	03-Mar-20
3404	HGF & BA Goble Trust	37 Rata Street, Hawera	06-Mar-20
3405	RCP	P O Box 1434, Christchurch	16-Mar-20
3406	Pinc Ltd	2/20 Silverdale Street, Silverdale, Auckland	17-Mar-20
3407	C & N Trading Ltd T/A Payless Plastics	The Valley Mega Centre, New Plymouth	18-Mar-20
3408	Kelbretar Trust Partnership	242 Burgon Road, Hawera	19-Mar-20
3410	Tawa Plumbing Warehouse Ltd	40/44 Amohia Street, Paraparaumu	19-Mar-20
3411	Ngaere School	4355 Mountain Road, Stratford	20-Mar-20
3412	Frewin Holdings Ltd	3515 Waitotara Valley Road, Wanganui	25-Mar-20
3413	Stratford Primary School	Regan Street, Stratford	26-Mar-20
3414	Epic Pavers	41A Veale Road, New Plymouth	26-Mar-20
3415	No.8 Squadron ATC (New Plymouth)	P O Box 52, New Plymouth	26-Mar-20
3416	Asset Bow Management Ltd	62 Mana Esplanade, Paremata, Porirua	27-Mar-20
3417	Caxton	32 Lodestar Ave, Wigram, Christchurch	27-Mar-20
3418	Hawera High School	P O Box 437, Hawera	30-Mar-20

Notes:

1. The schedule of all previously listed creditors for the purpose of the Local Authorities (Members' Interests) Act 1968 is available for Members' perusal.
2. The schedule excludes any staff who may have become a creditor.
3. Under the terms of Section 6 and Section (1) of the Local Authorities (Members' Interests) Act 1968, members are required to declare if they hold directly or indirectly, a pecuniary interest other than an interest in common with the public.

Financial delegations

The following payments were made during the period to 31 March 2020 that exceeded the budgeted approved delegated authority levels:

DESCRIPTION	AMOUNT \$
Nil	

Aged debtors analysis

The total debtors outstanding at 31 March 2020 were aged as follows:

DESCRIPTION	AMOUNT \$	PERCENT %
Current balance	1,152,339	68
30 days balance	181,692	11
60 days balance	45,168	3
90 days and over balance	304,654	18
Total debtors	1,683,853	100

Reserves

As at 31 March 2020 the following reserve balances were held:

DESCRIPTION	AMOUNT \$
Contingency/Disaster Reserve	1,086,000
North Taranaki/Waitara River Control Scheme Reserve	1,482,120
South Taranaki Rivers Control Scheme Reserve	(14,529)
Dividend Equalisation Reserve	6,834,063
Passenger Transport Rate Reserve	8,179
Egmont National Park Control Reserve	498,000
Endowment Land Sales Reserve	2,170,000
Waitara Lands Act 2018 Reserve	4,840,276
Total reserves	16,904,109

Bank and investment balances

As at 31 March 2020 the following cash, bank and investment balances were held:

	% OF TOTAL	INVESTED \$	YIELD %	MATURITY DATE
Bank of New Zealand:				
Call Account	18	3,015,782	1.5	On Call
Current accounts	2	385,484	0.1	On Call
Waitara Lands Account		8,408	0.1	On Call
Subordinated Notes	6	1,000,000	5.3	17/12/2025
TSB Bank:				
Cheque Accounts		651		On Call
Call Account	19	3,273,350	1.5	On Call
Term Investment	10	1,653,222	3.6	09/04/2021
ASB Bank:				
Cheque Account	12	2,029,808		On Call
Term Investment	6	1,033,158	2.8	01/08/2020
Westpac:				
Waitara Lands Account		353	0.1	On Call
Waitara Lands Term Investment	13	2,211,711	2.9	22/07/2020
Waitara Lands Term Investment	13	2,619,804	2.8	06/04/2020
Total	100	17,231,730	3.3*	

All investments are in accordance with the *Investment Policy*. * Weighted average interest rate.

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Date 19 May 2020

Subject: **Audit Proposal and 2019/2020 Audit Engagement Letter**

Approved by: M J Nield, Director Corporate Services
B G Chamberlain, Chief Executive

Document: 2490395

Purpose

1. The purpose of this memorandum is to receive and consider:
 - the audit proposal letter for the audit of the Council and Group for the years ended 30 June 2020, 30 June 2021 and 30 June 2022
 - the audit engagement letter for the audit of the *2019/2020 Annual Report*.

Recommendation

That the Taranaki Regional Council:

- a) receives and approves the audit proposal letter for the audit of the Council and Group for the years ended 30 June 2020, 30 June 2021 and 30 June 2022 and the audit engagement letter for the audit of the *2019/2020 Annual Report*.

Background

2. The Auditor-General (AG) appoints the Council's audit service provider to undertake audits on his behalf.
3. The AG has appointed Deloitte to undertake the Council's annual report audits for the three years ended 30 June 2020, 2021 and 2022.

Discussion

4. Deloitte have prepared the attached Audit Proposal letter for the Council's annual report audits for the three years ended 30 June 2020, 2021 and 2022. The proposal outlines the key facets of the audits including the statutory basis, the entities covered, audit personnel, hours to complete the job, fees, assumptions and other disclosures.
5. The proposal covers the audits of the Council and the Taranaki Stadium Trust but not the audit of Port Taranaki Ltd. The personnel is unchanged although Melissa Youngson

will need to step down, by rotation, after the 2020 audit. The hours and fee for the Council are unchanged except for changes in charge-out rates for staff. The hours and fee for the audit of the Taranaki Stadium Trust are elevated until such time as the issues around valuation and impairment of the stands at Yarrow Stadium are resolved.

6. Other than that, the proposal letter is standard and contains no areas of concern. Accordingly, it is recommend that be approved.
7. Deloitte have also prepared an Audit Engagement Letter for the 30 June 2020 audit. This is a standard letter with no areas of concern. Similarly, it is recommend that be approved.

Decision-making considerations

8. Part 6 (Planning, decision-making and accountability) of the *Local Government Act 2002* has been considered and documented in the preparation of this agenda item. The recommendations made in this item comply with the decision-making obligations of the *Act*.

Financial considerations—LTP/Annual Plan

9. This memorandum and the associated recommendations are consistent with the Council's adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

10. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the *Local Government Act 2002*, the *Resource Management Act 1991* and the *Local Government Official Information and Meetings Act 1987*.

Iwi considerations

11. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making processes (schedule 10 of the *Local Government Act 2002*) as outlined in the adopted long-term plan and/or annual plan. Similarly, iwi involvement in adopted work programmes has been recognised in the preparation of this memorandum.

Legal considerations

12. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.

Appendices/Attachments

Document 2490517: Deloitte Proposal to Conduct the Audit of Taranaki Regional Council and Subsidiaries on Behalf of the Auditor-General for the 2020, 2021 and 2022 Financial Years

Document 2470628: Deloitte Audit Engagement Letter 30 June 2020



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19 March 2020

Ref.: EN/LCA/02-0009

David MacLeod
Chair, Council
Taranaki Regional Council
Private Bag 713
STRATFORD

Copy: Director Auditor Appointments
Office of the Auditor-General
PO Box 3928
Wellington

Dear David

Proposal to conduct the audit of Taranaki Regional Council and subsidiaries on behalf of the Auditor-General for the 2020, 2021 and 2022 financial years.

1 Introduction

The Auditor-General proposes to appoint me to carry out the audit of your organisation for the next three years. As required by the Office of the Auditor-General (OAG), I set out below information relating to the audit for the three financial years ending 30 June 2020, 2021 and 2022. The purpose of this proposal is to provide information on:

- the statutory basis for the audit and how audit fees are set;
- the entities covered by this proposal;
- key members of the audit team;
- the hours we plan to spend on the audit and reasons for any change in hours;
- our proposed fees for the audit for the financial years ending 30 June 2020, 2021 and 2022 and reasons for any change;
- assumptions relating to the proposed audit fees, including what we expect of your organisation;
- what the OAG overhead charge provides;
- certification required by the Auditor-General; and
- our commitment to conduct the audit in accordance with the Auditor-General's Auditing Standards.

2 Statutory basis for the audit and how audit fees are set

The audit of your organisation is carried out under Section 15 of the Public Audit Act 2001, which states that "the Auditor-General must from time to time audit the financial statements, accounts, and other information that a public entity is required to have audited".

Fees for audits of public entities are set by the Auditor-General under section 42 of the Public Audit Act 2001. However, your Councillors and I have the opportunity to reach agreement first and recommend those fees for approval. The Auditor-General, with assistance from the OAG, will set audit fees directly only if we fail to reach agreement.

Our proposed audit fees are set out in this letter and include an estimate of the reasonable cost of disbursements (including travel and accommodation where necessary).



3 Entities covered by this proposal

This proposal covers the audits of the following entities:

- Taranaki Regional Council
- Taranaki Stadium Trust

Port Taranaki Limited has a separate audit proposal.

4 Key members of the audit team

Appointed Auditor 2020	Melissa Youngson
Appointed Auditor 2021-2022	To be confirmed
Quality Control Reviewer	Mike Hawken
Audit Manager	Alecia Wright-Chand

5 Estimated audit hours

We estimate that the following hours will be required to carry out the audits (compared to budgeted and actual data from the previous financial year):

Taranaki Regional Council

Audit team member	2019 budget	2019 actual	2020	2021	2022
Appointed Auditor	44	45	45	45	45
Review Partner	7	12	10	10	10
Audit Manager	101	100	100	100	100
Other CA qualified staff	168	160	168	168	168
Non CA qualified staff	248	240	245	245	245
Total audit hours	568	557	568	568	568

Taranaki Stadium Trust

Audit team member	2019 budget	2019 actual (*)	2020	2021	2022
Appointed Auditor	3	4	5	5	5
Review Partner	1.5	5	3	3	3
Audit Manager	5	13	10	10	10
Other CA qualified staff	8	32	15	15	15
Non CA qualified staff	16	8	23	23	23
Other specialists	-	3	4	4	4
Total audit hours	33.5	65	60	60	60



(*) **Note** - actual hours have been adjusted to eliminate any hours that were due to auditor inefficiencies. The actual hours that remain are the reasonable hours that were attributable to the audit in that year. The major reason for the actual audit hours for 2019 being different to budget for that year is due to additional audit work required to:

- a. Consider the appropriateness of the carrying value of the stadium assets while repair work is underway, and the impact to our audit opinion;
- b. Additional work relating to the audit of the stadium repair costs that are being capitalised as the project progresses.

As the stadium repair is a major project, we expect this increased level of work over the next three years.

5.1 Reasons for changes in audit hours

The major reasons for the changes in hours for your organisation's audit are:

Taranaki Regional Council

We propose no change in audit hours from that previously budgeted.

Taranaki Stadium Trust

Reasons for increased or decreased audit hours compared to previous period <u>budgeted</u> hours:	2020	2021	2022
We have increased our hours in 2020 to reflect the increased work as discussed in section 5 above, which we expect to remain the same over the three years.	26.5	-	-
Total increase (decrease) in audit hours	26.5	-	-

6 Proposed audit fees

Our proposed fees for the next three audits (compared to budgeted and actual data from the previous financial year) are:

Taranaki Regional Council

Structure of audit fees	2019 budget fees	2019 actual fees charged	2020	2021	2022
	\$	\$	\$	\$	\$
Net audit fee (excluding OAG overhead and disbursements)	106,300	106,300	108,426	110,595	112,807
OAG overhead charge	8,730	8,730	8,730	8,990	9,260
Total audit fee (excluding disbursements)	115,030	115,030	117,156	119,585	122,067
Estimated Disbursements	9,000	7,910	8,500	8,500	8,500



Structure of audit fees	2019 budget fees	2019 actual fees charged	2020	2021	2022
	\$	\$	\$	\$	\$
Total billable audit fees and charges	124,030	122,940	125,656	128,085	130,567
GST	18,605	18,441	18,848	19,213	19,585
Total (including GST)	142,635	141,381	144,504	147,298	150,152

The audit fees allow for the audit team to carry out specific tasks identified in the OAG Sector Brief and for the OAG overhead charge. We have also estimated the reasonable cost of disbursements (including travel and accommodation where necessary). Disbursement costs are indicative only and will be charged on an actual and reasonable basis.

Taranaki Stadium Trust

Structure of audit fees	2019 budget fees	2019 actual fees charged (*)	2020	2021	2022
	\$	\$	\$	\$	\$
Net audit fee (excluding OAG overhead and disbursements)	5,571	9,571	12,000	12,240	12,485
OAG overhead charge	268	268	300	400	500
Total audit fee (excluding disbursements)	5,839	9,839	12,300	12,640	12,985
Estimated Disbursements	-	-	-	-	-
Total billable audit fees and charges	5,839	9,839	12,300	12,640	12,985
GST	876	1,476	1,845	1,896	1,948
Total (including GST)	6,715	11,315	14,145	14,536	14,933

(*) Note – 2019 actual audit fees charged were \$9,571 which is higher than budgeted due to an additional fee charged to recover costs for the increased work discussed in section 5. We have shown in the table in section 5.1 and the table below in section 6.1 where the additional audit effort was required, and any expected effect on the audit hours required in future years.

The audit fees allow for the audit team to carry out specific tasks identified in the OAG Sector Brief and for the OAG overhead charge.

6.1 Reasons for changes in audit fees

In table 5.1 we showed the factors that have resulted in a change of audit hours. The cost impacts of those changes are shown in the table below.

Taranaki Regional Council

Reasons for increased or decreased audit fees compared to previous period budgeted fees.	2020	2021	2022
Predicted staff salary cost movements at 2%	2,126	2,169	2,212
Total increase (decrease) in audit fees	2,126	2,169	2,212

Taranaki Stadium Trust

Reasons for increased or decreased audit fees compared to previous period budgeted fees.	2020	2021	2022
Predicted staff salary cost movements at 2%	80	240	245
We have increased our hours in 2020 to reflect the increased work as discussed in section 5 above, which we expect to remain the same over the three years. Given the nature of the work and judgements required, there is an increased level of senior staff time which is at higher cost.	6,350	-	-
Total increase (decrease) in audit fees	6,429	240	245

7 Assumptions relating to our audit fee

You are responsible for the production of your financial statements and anything else that must be audited. Our proposed audit fees are based on the assumption that:

- You will provide to us, in accordance with the agreed timetable, the complete information required by us to conduct the audit.
- Your staff will provide us with an appropriate level of assistance.
- Your organisation's annual report and financial statements (including Statements of Service Performance) will be subject to appropriate levels of quality review by you before being submitted to us for audit.
- Your organisation's financial statements will include all relevant disclosures.
- We will review up to two sets of draft annual reports, one printer's proof copy of the annual report, and one copy of the electronic version of the annual report (for publication on your website) for the Council and Trust separately.
- There are no significant changes to the structure and/or scale of operations of the entities covered by this proposal (other than as already advised to us).
- There are no significant changes to mandatory accounting standards or the financial reporting framework that require additional work (other than as specified in tables 5.1 and 6.1).
- There are no significant changes to mandatory auditing standards that require additional work other than items specifically identified in the tables above.
- There are no significant changes to the agreed audit arrangements (set out in an annual letter we will send you) that change the scope of, timing of, or disbursements related to, this audit.

If the scope and/or amount of work changes significantly, we will discuss the issues and any implications for our audit costs and your audit fees with you and the OAG at the time.

8 What the OAG overhead charge provides

Parliament has indicated that it expects the full cost of annual audits under the Public Audit Act (including an OAG overhead charge) to be funded by public entities. The OAG overhead charge partially funds a range of work that supports auditors and entities, including:

- development and maintenance of auditing standards;
- technical support for auditors on specific accounting and auditing issues;
- ongoing auditor training on specific public sector issues;
- preparation of sector briefs to ensure a consistent approach to annual audits;
- development and maintenance of strategic audit plans; and
- carrying out quality assurance reviews of all auditors, and their audits and staff on a regular (generally, three-year) cycle.

Appointed Auditors are required to return the OAG overhead charge portion of the audit fee, to the OAG.

9 Certifications required by the Auditor-General

We certify that:

- the undertakings, methodology, and quality control procedures that we have declared to the OAG continue to apply;
- our professional indemnity insurance policy covers this engagement; and
- the audit will be conducted in accordance with the terms and conditions of engagement set out in the audit engagement agreement and schedules.

10 Conclusion

As the Appointed Auditor, I am committed to providing you and the Auditor-General with the highest level of professional service. I intend to work with you, the OAG, and the Auditor-General in a partnership environment to resolve any issues that may arise.

If you require any further information, please do not hesitate to contact me.

Please counter-sign this letter (below) to confirm that you, and the governing body of your organisation, agree with its contents. This letter will then form the basis for a recommendation to the Auditor-General on the audit fee that should be set. The schedules of audit hours and fees will also be incorporated into my audit engagement agreement with the Auditor-General to carry out the audit of your organisation as the agent of the Auditor-General.

Yours sincerely



Melissa Youngson

Partner
For Deloitte Limited



I accept the audit fees for the audit of the three financial years as stated above.

Full name: _____ Position: _____

Authorised signature: _____ Date: _____

Entity name: _____

Actions to take when agreement has been reached:

1 Make a copy of this signed proposal and keep it for your file.

2 Send the original to: Melissa Youngson
 Deloitte Limited
 PO Box 17
 HAMILTON 3240



24 Anzac Parade
Hamilton East
Hamilton 3216

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19 March 2020

The Chairperson and Councillors
Taranaki Regional Council
Private Bag 713
STRATFORD 2392

Dear Councillors

AUDIT ENGAGEMENT LETTER

This audit engagement letter is sent to you on behalf of the Auditor-General who is the auditor of all "public entities", including Taranaki Regional Council, under section 14 of the Public Audit Act 2001 (the Act). The Auditor-General has appointed me, Melissa Youngson, using the staff and resources of Deloitte Limited, under section 32 and 33 of the Act, to carry out the annual audits of the Taranaki Regional Council's financial statements and performance information. We will be carrying out these annual audits on the Auditor-General's behalf, for the year ending 30 June 2020.

This letter outlines:

- the terms of the audit engagement and the nature, and limitations, of the annual audit; and
- the respective responsibilities of the Chairperson and Councillors ("Council") and me, as the Appointed Auditor, for the financial statements and performance information.

The objectives of the annual audit are:

- to provide an independent opinion on the Council's financial statements and performance information; and
- to report on other matters that come to our attention as part of the annual audit. Typically those matters will relate to issues of financial management and accountability.

We will carry out the audit in accordance with the Auditor-General's Auditing Standards, which incorporate the Professional and Ethical Standards and the International Standards on Auditing (New Zealand) issued by the New Zealand Auditing and Assurance Standards Board (collectively the Auditing Standards). The Auditing Standards require that we comply with ethical requirements, and plan and perform the annual audit to obtain reasonable assurance about whether the Taranaki Regional Council's financial statements and performance information are free from material misstatement. The Auditing Standards also require that we remain alert to issues of concern to the Auditor-General. Such issues tend to relate to matters of financial management and accountability.

Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited ("DTTL"), its global network of member firms, and their related entities. DTTL (also referred to as "Deloitte Global") and each of its member firms and their affiliated entities are legally separate and independent entities. DTTL does not provide services to clients. Please see www.deloitte.com/about to learn more.

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Your responsibilities

Our audit will be carried out on the basis that the Council acknowledges that it has responsibility for:

- preparing the financial statements and performance information in accordance with any applicable legal requirements and financial reporting standards;
- having such internal control as determined necessary to enable the preparation of financial statements and performance information that are free from material misstatement, whether due to fraud or error; and
- providing us with:
 - access to all information relevant to preparing the financial statements and performance information such as records, documentation, and other information;
 - all other information, in addition to the financial statements and performance information, to be included in the annual report;
 - additional information that we may request from the Taranaki Regional Council for the purpose of the audit;
 - unrestricted access to Council members and employees that we consider necessary; and
 - written confirmation concerning representations made to us in connection with the audit.

In addition, the Council is responsible:

- for the preparation of the summary financial statements and summary performance information;
- for making the audited summary financial statements and summary performance information readily available to the intended users of that information; and
- for including our audit report on the summary financial statements and summary performance information in any document that contains that information and that indicates that we have reported on that information.

The Council's responsibilities extend to all resources, activities, and entities under its control. We expect that the Council will ensure:

- the resources, activities, and entities under its control have been operating effectively and efficiently;
- it has complied with its statutory obligations including laws, regulations, and contractual requirements;
- it has carried out its decisions and actions with due regard to minimising waste;
- it has met Parliament's and the public's expectations of appropriate standards of behaviour in the public sector in that it has carried out its decisions and actions with due regard to probity; and
- its decisions and actions have been taken with due regard to financial prudence.

We expect the Council and/or the individuals within the Taranaki Regional Council with delegated authority, to immediately inform us of any suspected fraud, where there is a reasonable basis that suspected fraud has occurred - regardless of the amount involved. Suspected fraud also includes instances of bribery and/or corruption.

The Council has certain responsibilities relating to the preparation of the financial statements and performance information and in respect of financial management and accountability matters. These specific responsibilities are set out in Annex 1. Annex 2 contains some additional responsibilities relating to the health and safety of audit staff. We expect members of the Council to be familiar with those responsibilities and, where necessary, have obtained advice about them.

The Council should have documented policies and procedures to support its responsibilities. It should also regularly monitor performance against its objectives.



Our responsibilities

Carrying out the audit

We are responsible for forming an independent opinion on whether the financial statements of Taranaki Regional Council:

- present fairly, in all material respects:
 - its financial position as at 30 June 2020; and
 - its financial performance and cash flows for the year then ended;
- comply with generally accepted accounting practice in New Zealand in accordance with Public Benefit Entity Reporting Standards; and
- the funding impact statement, presents fairly, in all material aspects, the amount of funds produced from each source of funding and how the funds were applied as compared to the information included in the Council's Annual Plan.

We are also responsible for forming an independent opinion on whether the performance information of Taranaki Regional Council:

- presents fairly, in all material respects, the performance for the year ended 30 June 2020, including:
 - the levels of service achieved compared with the intended levels of service and whether any intended changes to levels of service were achieved;
 - the reasons for any significant variation between the levels of service achieved and the intended levels of service; and
- complies with generally accepted accounting practice in New Zealand; and
- the statement about capital expenditure for each group of activities, presents fairly, in all material respects, actual capital expenditure as compared to the budgeted capital expenditure included in the Council's Annual Plan; and
- the funding impact statement for each group of activities, presents fairly, in all material aspects, the amount of funds produced from each source of funding and how the funds were applied as compared to the information included in the Council's Annual Plan.

An audit involves obtaining evidence about the amounts and disclosures in the financial statements and performance information. How we obtain this information depends on our judgement, including our assessment of the risks of material misstatement of the financial statements and performance information, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies and the reasonableness of accounting estimates, as well as evaluating the overall presentation of the financial statements and performance information.

We do not examine every transaction, nor do we guarantee complete accuracy of the financial statements and performance information. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with the Auditing Standards.

During the audit, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Council's internal controls. However, we will communicate to you in writing about any significant deficiencies in internal control relevant to the audit of the financial statements and performance information that we identify during the audit.



During the audit, the audit team will:

- be alert for issues of effectiveness and efficiency – in particular, how the Council and the Regional Council have carried out their activities;
- consider laws and regulations relevant to the audit;
- be alert for issues of waste – in particular, whether the Council obtained and applied the resources of the Regional Council in an economical manner, and whether any resources are being wasted;
- be alert for issues of a lack of probity – in particular, whether the Council and the Regional Council have met Parliament's and the public's expectations of appropriate standards of behaviour in the public sector; and
- be alert for issues of a lack of financial prudence.

Our independence

It is essential that the audit team and Deloitte Limited remain both economically and attitudinally independent of Taranaki Regional Council (the Regional Council); including being independent of management personnel and members of the Council). This involves being, and appearing to be, free of any interest that might be regarded, whatever its actual effect, as being incompatible with the objectivity of the audit team and the Deloitte Limited.

To protect our independence, specific limitations are placed on us in accepting engagements with the Council other than the annual audit. We may accept certain types of other engagements, subject to the requirements of the Auditing Standards. Any other engagements must be the subject of a separate written arrangement between the Council and myself or Deloitte Limited.

Reporting

We will issue an independent audit report that will be attached to the financial statements and performance information. This report contains our opinion on the fair presentation of the financial statements and performance information and whether they comply with the applicable reporting requirements. The audit report may also include comment on other financial management and accountability matters that we consider may be of interest to the addressee of the audit report. In addition, we will issue an audit report that will be attached to the summary financial statements and summary performance information. This audit report will contain an opinion that provides the same level of assurance as the audit report on the full financial statements and full performance information.

We will also issue a management letter that will be sent to the Council. This letter communicates any matters that come to our attention during the audit that, in our opinion, are relevant to the Council. Typically those matters will relate to issues of financial management and accountability. We may also provide other management letters to the Taranaki Regional Council from time to time. We will inform the Council of any other management letters we have issued.

Please note that the Auditor-General may publicly report matters that are identified in the annual audit, in keeping with section 21 of the Public Audit Act 2001.



Next steps

Please acknowledge receipt of this letter and the terms of the audit engagement by signing the enclosed copy of the letter in the space provided and returning it to me. The terms will remain effective until a new Audit Engagement Letter is issued.

If you have any questions about the audit generally, or have any concerns about the quality of the audit, you should contact me as soon as possible. If after contacting me you still have concerns, you should contact the Director of Auditor Appointments at the Office of the Auditor-General on (04) 917 1500.

If you require any further information, or wish to discuss the terms of the audit engagement further before replying, please do not hesitate to contact me.

Yours sincerely

Melissa Youngson
Partner
for Deloitte Limited
On behalf of the Auditor-General

I acknowledge the terms of this engagement and that I have the required authority on behalf of the Council.

Signature:

Name:

Title: Date:



Annex 1 – Respective specific responsibilities of the Council and the Appointed Auditor

Responsibilities for the financial statements and performance information	
<i>Responsibilities of the Council</i>	<i>Responsibilities of the Appointed Auditor</i>
<p>You are required by legislation to prepare financial statements and performance information in accordance with legal requirements and financial reporting standards.</p> <p>You must also ensure that any accompanying information in the annual report is consistent with that reported in the audited financial statements and performance information.</p> <p>You are required by legislation to prepare the financial statements and performance information and provide that information to us before the statutory reporting deadline. It is normal practice for you to set your own timetable to comply with statutory reporting deadlines. To meet the reporting deadlines, we are dependent on receiving the financial statements and performance information ready for audit and in enough time to enable the audit to be completed. "Ready for audit" means that the financial statements and performance information have been prepared in accordance with legal requirements and financial reporting standards, and are supported by proper accounting records and complete evidential documentation.</p>	<p>We are responsible for carrying out an annual audit, on behalf of the Auditor-General. We are responsible for forming an independent opinion on whether the financial statements:</p> <ul style="list-style-type: none"> - present fairly, in all material respects: <ul style="list-style-type: none"> - the financial position as at 30 June 2020; and - the financial performance and cash flows for the year then ended; - comply with generally accepted accounting practice in New Zealand in accordance with Public Benefit Entity Reporting Standards. - the funding impact statement, presents fairly, in all material respects, the amount of funds produced from each source of funding and how the funds were applied as compared to the information included in the Council's Annual Plan; <p>We are also responsible for forming an independent opinion on whether the performance information:</p> <ul style="list-style-type: none"> - presents fairly, in all material respects, the performance for the year ended 30 June 2020, including: <ul style="list-style-type: none"> - the levels of service achieved compared with the intended levels of service and whether any intended changes to levels of service were achieved; and - the reasons for any significant variation between the levels of service achieved and the intended levels of service. - complies with generally accepted accounting practice in New Zealand; and - the statement about capital expenditure for each group of activities, presents fairly, in all material respects, actual capital expenditure as compared to the budgeted capital expenditure included in the Council's Annual Plan; and - the funding impact statement for each group of activities, presents fairly, in all material respects, the amount of funds produced from each source of funding and how the funds were applied as compared to the information included in the Council's Annual Plan. <p>Materiality is one of the main factors affecting our judgement on the areas to be tested and</p>

	<p>on the timing, nature, and extent of the tests and procedures performed during the audit. In planning and performing the annual audit, we aim to obtain reasonable assurance that the financial statements and performance information do not have material misstatements caused by either fraud or error. Material misstatements are differences or omissions of amounts and disclosures that, in our judgement, are likely to influence the audit report addressee's overall understanding of the financial statements and performance information.</p> <p>If we find material misstatements that are not corrected, they will be referred to in the audit opinion. The Auditor-General's preference is for you to correct any material misstatements and avoid the need for them to be referred to in the audit opinion.</p> <p>An audit also involves evaluating:</p> <ul style="list-style-type: none"> - the appropriateness of accounting policies used and whether they have been consistently applied; - the reasonableness of the significant accounting estimates and judgements made by those charged with governance; - the appropriateness of the content and measures in any performance information; - the adequacy of the disclosures in the financial statements and performance information; and - the overall presentation of the financial statements and performance information. <p>We will ask you for written confirmation of representations made about the financial statements and performance information. In particular, we will seek confirmation that:</p> <ul style="list-style-type: none"> - the adoption of the going concern basis of accounting is appropriate; - all material transactions have been recorded and are reflected in the financial statements and performance information; - all instances of non-compliance or suspected non-compliance with laws and regulations have been disclosed to us; and - uncorrected misstatements noted during the audit are immaterial to the financial statements and performance information. <p>Any representation made does not in any way reduce our responsibility to perform appropriate audit procedures and enquiries.</p> <p>We will ensure that the annual audit is completed by the reporting deadline or, if that is not practicable because of the non-receipt or condition of the financial statements and</p>
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	<p>performance information, or for some other reason beyond our control, as soon as possible after that.</p> <p>The work papers that we produce in carrying out the audit are the property of the Auditor-General. Work papers are confidential to the Auditor-General and subject to the disclosure provisions in section 30 of the Public Audit Act 2001.</p>
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Responsibilities for the accounting records	
<i>Responsibilities of the Council</i>	<i>Responsibilities of the Appointed Auditor</i>
<p>You are responsible for maintaining accounting and other records that:</p> <ul style="list-style-type: none"> - correctly record and explain the transactions of the public entity; - enable you to monitor the resources, activities, and entities under your control; - enable the public entity's financial position to be determined with reasonable accuracy at any time; - enable you to prepare financial statements and performance information that comply with legislation (and that allow the financial statements and performance information to be readily and properly audited); and - are in keeping with the requirements of the Commissioner of Inland Revenue. 	<p>We will perform sufficient tests to obtain reasonable assurance as to whether the underlying records are reliable and adequate as a basis for preparing the financial statements and performance information.</p> <p>If, in our opinion, the records are not reliable or accurate enough to enable the preparation of the financial statements and performance information and the necessary evidence cannot be obtained by other means, we will need to consider the effect on the audit opinion.</p>

Responsibilities for accounting and internal control systems	
<i>Responsibilities of the Council</i>	<i>Responsibilities of the Appointed Auditor</i>
<p>You are responsible for establishing and maintaining accounting and internal control systems (appropriate to the size of the public entity), supported by written policies and procedures, designed to provide reasonable assurance as to the integrity and reliability of financial and - where applicable - performance information reporting.</p>	<p>The annual audit is not designed to identify all significant weaknesses in your accounting and internal control systems. We will review the accounting and internal control systems only to the extent required to express an opinion on the financial statements and performance information.</p> <p>We will report to you separately, on any significant weaknesses in the accounting and internal control systems that come to our notice and that we consider may be relevant to you. Any such report will provide constructive recommendations to assist you to address those weaknesses.</p>

Responsibilities for preventing and detecting fraud and error	
<i>Responsibilities of the Council</i>	<i>Responsibilities of the Appointed Auditor</i>
<p>The responsibility for the prevention and detection of fraud and error rests with you, through the implementation and continued operation of adequate internal control systems (appropriate to the size of the public entity) supported by written policies and procedures.</p> <p>We expect you to formally address the matter of fraud, and formulate an appropriate policy on how to minimise it and (if it occurs) how it will be dealt with. Fraud also includes bribery and corruption.</p>	<p>We design our audit to obtain reasonable, but not absolute, assurance of detecting fraud or error that would have a material effect on the financial statements and performance information. We will review the accounting and internal control systems only to the extent required for them to express an opinion on the financial statements and performance information, but we will:</p> <ul style="list-style-type: none"> - obtain an understanding of internal control and assess its ability for preventing and detecting material fraud and error; and



<p>We expect you to consider reporting all instances of actual, suspected, or alleged fraud to the appropriate law enforcement agency, which will decide whether proceedings for a criminal offence should be instituted. We expect you to immediately inform us of any suspected fraud where you, and/or any individuals within the Taranaki Regional Council with delegated authority have a reasonable basis that suspected fraud has occurred - regardless of the amount involved.</p>	<ul style="list-style-type: none"> - report to you any significant weaknesses in internal control that come to our notice. <p>We are required to immediately advise the Office of the Auditor-General of all instances of actual, suspected, or alleged fraud.</p> <p>As part of the audit, you will be asked for written confirmation that you have disclosed all known instances of actual, suspected, or alleged fraud to us.</p> <p>If we become aware of the possible existence of fraud, whether through applying audit procedures, advice from you, or management, or by any other means, we will communicate this to you with the expectation that you will consider whether it is appropriate to report the fraud to the appropriate law enforcement agency. In the event that you do not report the fraud to the appropriate law enforcement agency, the Auditor-General will consider doing so, if it is appropriate for the purposes of protecting the interests of the public.</p>
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Responsibilities for compliance with laws and regulations	
<i>Responsibilities of the Council</i>	<i>Responsibilities of the Appointed Auditor</i>
<p>You are responsible for ensuring that the public entity has systems, policies, and procedures (appropriate to the size of the public entity) to ensure that all applicable legislative, regulatory, and contractual requirements that apply to the activities and functions of the public entity are complied with. Such systems, policies, and procedures should be documented.</p>	<p>We will obtain an understanding of the systems, policies, and procedures put in place for the purpose of ensuring compliance with those legislative and regulatory requirements that are relevant to the audit. Our consideration of specific laws and regulations will depend on a number of factors, including:</p> <ul style="list-style-type: none"> - the relevance of the law or regulation to the audit; - our assessment of the risk of non-compliance; - the impact of non-compliance for the addressee of the audit report <p>The way in which we will report instances of non-compliance that come to our attention will depend on considerations of materiality or significance. We will report to you and to the Auditor-General all material and significant instances of non-compliance.</p> <p>We will also report to you any significant weaknesses that we observe in internal control systems, policies, and procedures for monitoring compliance with laws and regulations.</p>

Responsibilities to establish and maintain appropriate standards of conduct and personal integrity	
<i>Responsibilities of the Council</i>	<i>Responsibilities of the Appointed Auditor</i>
<p>You should at all times take all practicable steps to ensure that your members and employees maintain high standards of conduct and personal integrity. You should document</p>	<p>We will have regard to whether you maintain high standards of conduct and personal integrity – particularly in matters relating to financial management and accountability.</p>



<p>your expected standards of conduct and personal integrity in a "Code of Conduct" and, where applicable, support the "Code of Conduct" with policies and procedures.</p> <p>The expected standards of conduct and personal integrity should be determined by reference to accepted "Codes of Conduct" that apply to the public sector.</p>	<p>Specifically, we will be alert for significant instances where members and employees of the public entity may not have acted in accordance with the standards of conduct and personal integrity expected of them.</p> <p>The way in which we will report instances that come to our attention will depend on significance. We will report to you and to the Auditor-General all significant departures from expected standards of conduct and personal integrity that come to our attention during the audit.</p> <p>The Auditor-General, on receiving a report from us, may, at his discretion and with consideration of its significance, decide to conduct a performance audit of, or an inquiry into, the matters raised. The performance audit or inquiry will be subject to specific terms of reference, in consultation with you. Alternatively, the Auditor-General may decide to publicly report the matter without carrying out a performance audit or inquiry.</p>
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Responsibilities for conflicts of interest and related parties	
<i>Responsibilities of the Council</i>	<i>Responsibilities of the Appointed Auditor</i>
<p>You should have policies and procedures to ensure that your members and employees carry out their duties free from bias.</p> <p>You should maintain a full and complete record of related parties and their interests. It is your responsibility to record and disclose related-party transactions in the financial statements and performance information in accordance with generally accepted accounting practice.</p>	<p>To help determine whether your members and employees have carried out their duties free from bias, we will review information provided by you that identifies related parties, and will be alert for other material related-party transactions. Depending on the circumstances, we may enquire whether you have complied with any statutory requirements for conflicts of interest and whether these transactions have been properly recorded and disclosed in the financial statements and performance information.</p>

Responsibilities for publishing the audited financial statements on a website	
<i>Responsibilities of the Council</i>	<i>Responsibilities of the Appointed Auditor</i>
<p>You are responsible for the electronic presentation of the financial statements and performance information on the public entity's website. This includes ensuring that there are enough security and controls over information on the website to maintain the integrity of the data presented.</p> <p>If the audit report is reproduced in any medium, you should present the complete financial statements, including notes, accounting policies, and any other accountability statements.</p>	<p>Examining the controls over the electronic presentation of audited financial statements and performance information, and the associated audit report, on your website is beyond the scope of the annual audit.</p>



Annex 2 – Health and safety of audit staff

The Auditor-General and Audit Service Providers take seriously their responsibility to provide a safe working environment for audit staff. Under the Health and Safety at Work Act 2015 we need to make arrangements with you to keep our audit staff safe while they are working at your premises. We expect you to provide a safe work environment for our audit staff. This includes providing adequate lighting and ventilation, suitable desks and chairs, and safety equipment, where required. We also expect you to provide them with all information or training necessary to protect them from any risks they may be exposed to at your premises. This includes advising them of emergency evacuation procedures and how to report any health and safety issues.



Date: 19 May 2020

Subject: **2020/2021 Annual Plan, Estimates and Administrative Charges Pursuant to Section 36 of the Resource Management Act 1991**

Approved by: M J Nield, Director-Corporate Services
B G Chamberlain, Chief Executive

Document: 2461779

Purpose

1. The purpose of this memorandum is to receive and consider an update on the 2020/2021 estimates and Annual Plan and then to commence the special consultative procedure (section 83 of the *Local Government Act 2002* – LGA) to enable the Council to fix its 2020/2021 administrative charges pursuant to section 36 of the *Resource Management Act 1991* (RMA).

Recommendations

That the Taranaki Regional Council:

- a) receives and notes this memorandum on the update to the 2020/2021 estimates and Annual Plan and to commence the special consultative procedure (section 83 of the *Local Government Act 2002*) to enable the Council to fix its 2020/2021 administrative charges pursuant to section 36 of the *Resource Management Act 1991*
- b) approves the update of the 2020/2021 estimates and Annual Plan in relation to amending the estimates to hold general rates at 2019/2020 levels
- c) notes the update changes the earlier proposal for a 3.8% general rates increase to a 0% change for the 2021/2022 financial year.
- d) notes the impact of reducing estimates and revenue streams on the starting point for 2021/2022 and the 2021/2031 *Long-Term Plan*
- e) adopts the statement of proposal to fix administrative charges pursuant to section 36 of the *Resource Management Act 1991* for 2020/2021
- f) notes and approves that a summary of the statement of proposal will not be prepared
- g) notes and approves the timetable for the completion of the special consultative procedure and the fixing of the schedule of administrative charges pursuant to section 36 of the *Resource Management Act 1991*

- h) delegates to the Chief Executive the ability to address the payment terms of section 36 of the *Resource Management Act 1991* administrative charges, where the consent holder is facing financial difficulties, by application on a case by case basis.

Background

2. The Council is required to prepare and adopt an annual plan in each year that it does not prepare and adopt a long-term plan. Section 95 of the *Local Government Act 2002* sets out the requirements for an annual plan. An annual plan is required to be in place prior to the commencement of the year to which it applies.
3. The Council is also required to use the special consultative procedure, as set out in section 83 of the LGA, to fix its annual administrative charges under section 36 of the RMA. This process normally occurs in conjunction with the special consultative procedure used to adopt the Long-Term Plan or Annual Plan. Section 36 charges apply to and therefore involve a relatively small number of consent applicants and holders. They are mainly associated with monitoring programmes that have been previously circulated and discussed through the monitoring implementation process that occurs every year.
4. The 2014 amendment to the LGA that allowed the Council to undertake no additional consultation, if there are no significant or material changes proposed for that year compared to the proposals adopted for that year in the long-term plan, did not amend the RMA. That is, the requirement to use section 83 of the LGA to fix administrative charges under section 36 of the RMA remains in place.
5. The Council has previously decided not to undertake any additional public consultation and engagement on its *2020/2021 Annual Plan* (as there are no material or significant changes proposed for 2020/2021 compared to the 2020/2021 proposals contained in the *2018/2028 Long-Term Plan* and the *2019/2020 Annual Plan*). However, there needs to be a section 83 of the LGA special consultative procedure to fix its 2020/2021 administrative charges pursuant to section 36 of the RMA.

Discussion

6. At the 25 February 2020 meeting, the Council agreed to adopt the *2020/2021 Annual Plan* without any further public engagement or consultation as there were no significant or material differences proposed for the Plan from the content of the *2018/2028 Long-Term Plan* and the *2019/2020 Annual Plan* in relation to Yarrow Stadium for 2020/2021. Further, the Council resolved to undertake the special consultative procedure on the section 36 administrative charges in April 2020 with the intention of adopting both the Plan and the administrative charges in May 2020. The overarching message for 2020/2021 was that it was business as planned.
7. This decision amounted to a 3.8% increase in general rates, which was consistent with the positions reached in relation to programmes of work and estimates for 2020/2021 in the *2018/2028 Long-Term Plan* and the *2019/2020 Annual Plan*.
8. Since then there has been a significant change in the operating and political environment with the Covid-19 pandemic and associated lockdown. Following discussions with the Chairman, the executive was requested to review the estimates for 2020/2021 with the aim of reducing costs, with particular reference to general rates, to the extent reasonable and practicable and without compromising the integrity of the Council's programmes (materiality and significance), noting also the requirements to act lawfully at all times.

9. Whilst this review was ongoing, the special consultative procedure on the administrative charges was not commenced in April 2020. It is reminded, that there is a legal requirement to have an annual plan adopted prior to the commencement of the new financial year on 1 July 2020.
10. Whilst undertaking this review, there are a number of assumptions that have been made and constraints that have shaped and informed the review. These include:
 - There is little time to undertake such a review. The Council is required to have adopted its 2020/2021 estimates and annual plan by 30 June 2020.
 - In line with this lack of time, there is also insufficient time to prepare, undertake and complete a special consultative procedure pursuant to the LGA. Accordingly, any changes to estimates or the annual plan cannot trigger the special consultative procedure obligations.
 - There are no material or significant changes in activities, levels of services or major financial policies for the reasons outlined in the previous two bullet points. The Council has previously received extensive advice on the legal interpretation of materiality and significance in this context.
 - The Council should not make changes that substantially impair progress on implementing statutory regulatory obligations or impair progress on long-term and long-standing programmes where these programmes or obligations are set by statute, regional plans, policies and strategies, or by previous special consultative procedures. Thus, the focus has been on elements of the estimates that can have a short-term deferral or also be trimmed/tuned without causing significant harm to previous investments or obligations.
 - There is on-going pressure on future regional council budgets due to such factors as the current fresh water reform packages. The impact of this review and deferment is that there will be elements of catch-up in subsequent years together with a ramping up of new expenditure. The impact on 2020/2021 estimates and the 2021/2031 *Long-Term Plan* could be significant. Most regional councils were looking at very significant rates increases for next year to resource substantial new imposts from Government. Even after taking Covid considerations into account, several regional councils are still proposing substantial increases, whilst others are using reserve funding where they have that luxury.
11. The impact of the Covid-19 pandemic and the lockdown has been a significant economic downturn at a local, national and international level. The biggest impact on the New Zealand economy has been on the tourism industry and in particular international visitors. This is not a relatively significant component of the Taranaki economy as elsewhere and, consequently, the relative impact should be lower. Regardless, there has been an impact on the Taranaki economy and the Council needs to be responsive to the financial hardship faced by some ratepayers.
12. Relatively speaking, revenue sources are in good shape and will not be impacted to the same level as for others. Our main sources of revenue are rates, investment returns and direct charges for services provided. Our rates base is relatively solid. Our rates take is generally a fraction (10%) of the rates take of the district councils. The Council has rates policies and remission capabilities to attend to any particular ratepayers facing financial hardship. There are no proposals to change the rate remission and postponement policies. It would be illegal to do so without moving through a special consultative procedure. The presentation of a 0% general rates change, whilst being

immaterial/insignificant for most, would none-the-less be an important signal, noting it would be for the second year in succession.

13. Investment returns, particularly dividends, should remain solid in the short to medium term. Port Taranaki remains an essential service that continued to trade through the lockdown. Prior to the lockdown, the port was having a successful trading year. Port Taranaki has confirmed the ability to deliver on the Statement of Intent for 2020/2021.
14. The majority of our customers that incur direct charges (resource consents, compliance monitoring, riparian plant purchases etc.) have continued to trade as essential services (local authorities, petrochemical industries, primary sector businesses) and should be relatively well placed to respond post-lockdown. Again, the Council has the ability to deal with any customers facing financial hardship on a case-by-case basis. It is recommended that the Chief Executive be delegated the authority to work with customers facing financial hardship to develop individual solutions. These solutions may include payment plans, deferrals, programme restructuring or even discounts. A small provision has been made within the proposed estimates to attend to these arrangements.
15. It is noted that as well as seeking to constrain costs, there are invitations for the Council to make investments to assist the recovery as Central Government is doing in a very large way. The Government is certainly looking to stimulate the economy post lock-down by increasing expenditure particularly on infrastructure projects, but also in employment creation projects. In particular, the Government or its agencies have invited the Council to put forward both environmental improvement projects and infrastructure projects where there is an expectation of employment benefits but also of co-investment. We have responded to those invitations with three potential infrastructure projects to the Crown Infrastructure group and several environment enhancement/employment projects that all essentially seek to ramp up existing programmes such as the Taranaki Riparian Programme-refer to the attached report.
16. For general rates to be held, there is a need to remove expenditure from the budgets or to increase revenue from other sources. A 0% change in general rates can be achieved by a combination of an across the board reduction in some expenditure lines and by carefully reducing/deferring certain programmes of work. This would result in savings of approximately \$320,000 for 2020/2021. Specifically, the following savings are achievable:
 - Reduction in personnel budgets and especially for training and travel. It is anticipated that there will be more virtual meetings and training in 2020/2021. Saving \$118,000
 - Reduction in the resource investigations budget to \$80,000 for 2020/2021 (saving \$40,000)
 - Removal of the Willow and Poplar Trust grant - saving \$20,000
 - Removal of support for the Ballance Awards - saving \$10,000
 - Increase in the cost of riparian plants by \$0.10 per plant to recover a higher level of actual costs - additional revenue of \$30,000
 - Reduction of the Wild for Taranaki grant funding - saving of \$70,000
 - Reduction of the Puke Ariki and South Taranaki museum funding from \$150,000 to \$120,000 - saving of \$30,000.

17. These savings can be reasonably considered as one-off deferrals for 2020/2021. They will need to be readdressed as part of the preparation of the *2021/2031 Long-Term Plan*.
18. The recommended changes to the 2020/2021 budgets and Annual Plan delivering no change in general rates has implications for future budgets and in particular, the starting point for the *2021/2031 Long-Term Plan*. The deferral of budgets, their subsequent potential reinstatement, and the lower starting total rate take place the Council in a more difficult starting point for the preparation of subsequent budgets. There are also likely to be significant new cost pressures from such areas as the Government's fresh water reform package. Therefore, the impact on the "starting point" rates requirement for 2021/2022 and the *2021/2031 Long-Term Plan* could be significant (in excess of a 10% general rates increase).
19. Local government throughout New Zealand has been looking at similar issues. Simpson Grierson has been providing legal advice to the sector about such matters as adopting the 2020/2021 annual plan (such as, timing, post-consultation changes, changes without undertaking consultation) and rating issues (such as, penalties, deferral, changes to remission and postponement policies). Their guidance has been to take care with changing policies and levels of service without undertaking the appropriate consultation and engagement processes, regardless of the good intentions of the Council in responding to Covid-19 challenges.
20. The recommended approach to the *2020/2021 Annual Plan*, estimates and rates outlined above with no further public consultation and engagement is consistent with Simpson Grierson's advice, in that there is no change to the levels of service provided by each one of the Council's activities and there are no changes to financial policies that would trigger the consultation and engagement requirements of the LGA, or the Council's own *Significance and Engagement Policy*.
21. On this basis, it is recommended that the consultation and engagement required on the section 36, administrative charges under the RMA commence immediately so that it can be completed by 30 June 2020 and that the *2020/2021 Annual Plan* be adopted at the 30 June 2020 Ordinary Meeting based upon the changes outlined above (0% general rates change).

Section 36 Administrative Charges

22. The requirements of section 83 of the LGA are as follows:

Special consultative procedure

- (1) *Where this Act or any other enactment requires a local authority to use or adopt the special consultative procedure, that local authority must –*

- (a) *prepare and adopt –*

- (i) *a statement of proposal; and*

- (ii) *if the local authority considers on reasonable grounds that it is necessary to enable public understanding of the proposal, a summary of the information contained in the statement of proposal (which summary must comply with section 83AA); and*

- (b) *ensure that the following is publicly available:*

- (i) *the statement of proposal; and*

- (ii) *a description of how the local authority will provide persons interested in the proposal with an opportunity to present their views to the local authority in accordance with section 82(1)(d); and*
 - (iii) *a statement of the period within which views on the proposal may be provided to the local authority (the period being not less than 1 month from the date the statement is issued); and*
 - (c) *make the summary of the information contained in the statement of proposal prepared in accordance with paragraph (a)(ii) (or the statement of proposal, if a summary is not prepared) as widely available as is reasonably practicable as a basis for consultation; and*
 - (d) *provide an opportunity for persons to present their views to the local authority in a manner that enables spoken (or New Zealand sign language) interaction between the person and the local authority, or any representatives to whom an appropriate delegation has been made in accordance with Schedule 7; and*
 - (e) *ensure that any person who wishes to present his or her views to the local authority or its representatives as described in paragraph (d) –*
 - (i) *is given a reasonable opportunity to do so; and*
 - (ii) *is informed about how and when he or she may take up that opportunity.*
 - (2) *For the purpose of, but without limiting, subsection (1)(d), a local authority may allow any person to present his or her views to the local authority by way of audio link or audiovisual link.*
 - (3) *This section does not prevent a local authority from requesting or considering, before making a decision, comment or advice from an officer of the local authority or any other person in respect of the proposal or any views on the proposal, or both.*
- 23. The Council has prepared a draft schedule of its 2020/2021 administrative charges pursuant to section 36 of the RMA – refer attached. This will become the statement of proposal: section 83 (1)(a)(i). The proposal is not materially or significantly different from the schedule of administrative charges fixed pursuant to section 36 of the RMA in the 2018/2028 Long-Term Plan. The construction, structure and nature of administrative charges is unchanged. That is, there is nothing structurally new or different in the schedule of administrative charges from that adopted in the 2018/2028 Long-Term Plan. Consent holders, and others that are impacted by these charges, will have a long-term familiarity with the approach to RMA administrative charges.
- 24. The charge-out rates have been updated, the fixed minimum charges have been updated, the schedules of charges have been updated, and the individual monitoring programme charges have been reviewed and updated.
- 25. As there is little in the way of change to the administrative charges, there is an overall familiarity with the approach and there is a logistical difficulty around summarising the charges, it is not proposed to prepare a summary of the statement of proposal – section 83 (1)(a)(ii).
- 26. Similarly, it is not proposed to undertake a complex or comprehensive consultation process. All of the individual compliance monitoring programmes have already been referred to the appropriate consent holder for their feedback. This is the biggest section of the administrative charges. Therefore, it is proposed to distribute the statement of proposal via the Council's website. Hard copy of the statement of proposal will be available upon request. There will be a public notice on the statement of proposal and the consultation process. This will note that the statement of proposal is publicly available. Submissions will be able to be made via the Council's website or in writing.

27. The statement of proposal will be open for consultation for one month. The Council will then hold a hearing for those submitters that wish to present their submission. The Council will then consider, amend, if necessary, and adopt the schedule of administrative charges for inclusion in the *2020/2021 Annual Plan*. The Council will then consider and adopt the *2020/2021 Annual Plan*.
28. The proposed timetable for the special consultative procedure is:
- 19 May 2020 - The Council adopts the statement of proposal for the schedule of 2020/2021 administrative charges pursuant to section 36 of the RMA
 - 20 May 2020 to 22 June 2020 - The statement of proposal for the schedule of 2020/2021 administrative charges pursuant to section 36 of the RMA is open for consultation
 - 30 June 2020 - The Council hears submissions on the statement of proposal for the schedule of 2020/2021 administrative charges pursuant to section 36 of the RMA. The Council considers submissions and, if necessary, amends the schedule of charges. The schedule of charges is then adopted
 - Following adoption of the amended schedule of charges, the Council adopts the *2020/2021 Annual Plan*: 30 June 2020 Ordinary Meeting.

Decision-making considerations

29. Part 6 (Planning, decision-making and accountability) of the *Local Government Act 2002* has been considered and documented in the preparation of this agenda item. The recommendations made in this item comply with the decision-making obligations of the *Act*.

Financial considerations—LTP/Annual Plan

30. This memorandum and the associated recommendations are consistent with the Council's adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

31. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the *Local Government Act 2002*, the *Resource Management Act 1991* and the *Local Government Official Information and Meetings Act 1987*.

Iwi considerations

32. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making processes (schedule 10 of the *Local Government Act 2002*) as outlined in the adopted long-term plan and/or annual plan. Similarly, iwi involvement in adopted work programmes has been recognised in the preparation of this memorandum.

Legal considerations

33. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.

Appendices/Attachments

Document 2487866: Statement of Proposal 2020/2021 administrative charges pursuant to section 36 of the *Resource Management Act 1991*

Document 2463279: Taranaki Regional Council potential projects to assist recovery from Covid19

STATEMENT OF PROPOSAL: SCHEDULE OF CHARGES PURSUANT TO SECTION 36 OF THE *RESOURCE MANAGEMENT ACT 1991*

The Taranaki Regional Council is fixing its 2020/2021 administrative charges pursuant to section 36 of the *Resource Management Act 1991*. As part of this process, the Council is undertaking a special consultative procedure (refer section 83 of the *Local Government Act 2002*).

These administrative charges are fixed annually to recover the Council's actual and reasonable costs when undertaking work for external users under the *Resource Management Act 1991*. The Schedule of Charges fixes charges in the following areas:

- Schedule 1: Scale of charges for staff time
- Schedule 2: Fixed minimum charges for the preparation or change of policy statement or plans and the processing of resource consents
- Schedule 3: Scale of charges for the use of plant
- Schedule 4: Fixed minimum charges for laboratory analyses
- Schedule 5: Fixed initial annual monitoring deposit charges for activities with tailored compliance monitoring programmes 2016/2017
- Schedule 6: Fixed minimum charges for monitoring where no tailored compliance monitoring programme exists
- Schedule 7: Fixed minimum charges for monitoring where no tailored compliance monitoring programme exists
- Schedule 8: Charges for those requesting hearing commissioners.

The fixing of charges process provides an opportunity to provide views on the proposed 2020/2021 administrative charges pursuant to section 36 of the *Resource Management Act 1991*. The Council looks forward to receiving your comments, feedback and submissions on this statement of proposal by 4.00pm on Monday 22 June 2020. Councillors and management are available to answer any questions or to discuss any of the proposals contained within this proposal.

Q. How do I make a submission to the Council?

A. Write a submission and send it to:
2020/2021 Schedule of Administrative Charges Submission
The Chief Executive
Taranaki Regional Council
Private Bag 713
STRATFORD

Submissions can also be made on-line at www.trc.govt.nz. Your submission must arrive by 4.00pm Monday 22 June 2020. Please include your telephone number. The Council will be hearing submissions on Tuesday 30 June 2020, and if you wish to appear in person in support of your submission, please indicate this in your submission.

Q. Do I have to come and speak to my submission?

A. No. It is entirely up to you. You will be most welcome, but if you decide not to attend the meeting, your written submission will be given full consideration.

Q. Will the hearing be very formal?

A. No. Council members will have read your submission beforehand and have it with them; the Chairperson will invite you to expand on it.

Q. Who can I contact at the Council offices to discuss the Schedule of Administrative Charges?

A. You are welcome to call at the Council's offices at Cloten Road, Stratford, or phone (06-765-7127) and discuss the schedule of charges with any of the following Executive Staff:
Basil Chamberlain (Chief Executive)
Gary Bedford (Director—Environment Quality)
Stephen Hall (Director—Operations)
Fred McLay (Director—Resource Management)
Mike Nield (Director—Corporate Services)

Resource Management Act Charging Policy

Schedule of charges pursuant to section 36 of the Resource Management Act 1991

Schedule 1: Scale of charges for staff time

	Rate for processing resource consents and responding to pollution incidents.	Rate for all other Council work.
Professional staff	\$95/hr	\$90/hr
Professional/supervisory staff	\$120/hr	\$112/hr
Managers	\$174/hr	\$163/hr
Support staff	\$95/hr	\$90/hr
Directors	\$290/hr	\$270/hr

EXPLANATION

This scale of charges is used to calculate the Council's actual and reasonable costs when carrying out functions under the *Resource Management Act 1991*, including any functions transferred to it under section 33. Where those actual and reasonable costs exceed any specified charges, the Council may recover those costs as additional charges under section 36(3) of the *Resource Management Act 1991*. Staff time is recovered at the charge appropriate to the task which they are undertaking. The charges are calculated as per the IPENZ method with a multiplier of 2.1. All collection costs incurred in the recovery of a debt will be added to the amount due. Overdue invoices will incur an interest charge at 12% per annum. All charges exclude GST. Effective from 1 July 2020.

Schedule 2: Fixed minimum charges for the preparation or change of policy statement or plans and the processing of resource consents

Request for preparation or change to a plan/policy statement	\$55,000
For non-notified farm dairy discharge consent	\$1,000
For non-notified consent other	\$1,250
For notified consents (limited and public)	\$7,140
Renewal or change consent:	
• Non-notified	\$1,250
• Notified (limited and public)	\$7,140
Non-notified review of consent	\$622
Notified review of consent	\$7,140
Extension of a consent lapse date	\$500
Certificate of compliance	\$1,250
Serve notice of a permitted activity	\$306
Approvals under <i>Resource Management Act</i> :	
Water Measuring Regulations	\$367
Transfer of consent to another party or change of consent holder name (1 to 5 consents)	\$96 per consent
Transfer of consent to another party or change of consent holder name (6 to 20 consents)	\$80 per consent
Transfer of consent to another party or change of consent holder name (more than 21)	\$64 per consent

EXPLANATION

Applicants, in accordance with Council policy, are required, where necessary, to pay all actual and reasonable charges for staff time, consultants, cultural and other experts, legal, hearing costs (including legal, administration, hearing commissioners (and disbursements and councillors acting as hearing commissioners costs), plant and laboratory analyses where these costs exceed the fixed minimum charges set out in Schedule 2. The above charges include those arising from any functions transferred to the Council under section 33 of the *Resource Management Act 1991*. Where independent commissioners are requested by submitters, these additional costs will be recovered from the applicant and reimbursed after collection from the submitter under Schedule 8. All collection costs incurred in the recovery of a debt will be added to the amount due. Overdue invoices will incur an interest charge at 12% per annum. All charges exclude GST. Effective from 1 July 2020.

Schedule 3: Scale of charges for the use of plant

BTEX absorption disk	\$530.00 per sample
Deposition gauge	\$50.00 per month
Drager air sampler	\$40.00 per sample
DusTrak desktop monitor (PM10)	\$100.00 per day
DusTrak handheld	\$30.00 per deployment
Gastec air sampler	\$50.00 per sample
Multigas monitor	\$100.00 per deployment
Passive absorption disks	\$170.00 per sample
Black disc	\$10.00 per deployment
Controlotron	\$150.00 per day
Electric fishing equipment	\$250.00 per day
Fyke net	\$30.00 per deployment
G-minnow trap	\$10.00 per deployment
Macroinvertebrate sample processing	\$260.00 per sample
Miscellaneous fish survey equipment	\$100.00 per survey
Periphyton aspirator	\$100.00 per day
Portable dissolved oxygen sensor	\$350.00 per month
Spotlight Surveys	\$30.00 per night survey
Vandorn sampler	\$50.00 per day
Waitaha Sonde	\$5,000.00 per year
Bladder pump	\$110.00 per day
Bladder pump-bladder	\$17.50 per item
Disposable bailer	\$20.00 per sample
Groundwater level logger	\$180.00 per year
Groundwater sample tubing – bladder	\$3.10 per meter
Groundwater sample tubing – drop tube	\$1.95 per meter
Groundwater sample tubing – peristaltic	\$1.10 per meter
Peristaltic pump	\$60.00 per day
Portable (12v) groundwater pump	\$120.00 per day
Motorboat - Delia S	\$2,000.00 per day
Quad bike	\$350.00 per day
RTK GPS survey equipment	\$300.00 per day
Single axle trailer	\$70.00 per day
Spill response trailer	\$250.00 per day
Spray unit	\$200.00 per day
Survey equipment – digital dumpy level	\$100.00 per day
Tandem trailer	\$95.00 per day
Teryx ATV	\$500.00 per day
Traffic management (TMS)	\$87.00 per hour
Bertrand Rd hydrometric equipment	\$826.00 per year
Cell telemetry	\$30.00 per month
Data logger	\$160.00 per year
Hydrological gauging equipment (M9)	\$180.00 per gauging
Hydrological gauging equipment (wading)	\$75.00 per gauging
In stream temperature monitor	\$25.00 per month
Mangaehu hydrometric equipment	\$698.30 per year
Mangati environmental sensors	\$5,000.00 per year
Mangati hydrometric equipment	\$8,271.00 per year
Mangawhero-iti hydrometric equipment	\$1,164.00 per year
Oaonui hydrometric equipment	\$377.67 per year
Patea McColl’s bridge hydrometric equipment	\$1,168.00 per year
Patea Skinner Rd hydrometric equipment	\$524.00 per year
Radio telemetry	\$10.00 per month
Repair Parts (battery/fuse/cable)	\$50.00 per deployment
Standard hydrometric equipment	\$1,737.00 per year
Tangahoe hydrometric equipment	\$607.00 per year
Tawhiti hydrometric equipment (lower)	\$1,542.60 per year
Tawhiti hydrometric equipment (upper)	\$954.30 per year
Waingongoro hydrometric equipment	\$740.00 per year
Waitaha hydrometric equipment	\$7,212.00 per year
Chlorine Meter	\$18.50 per use
Multi-parameter field meter	\$100.00 per day

EXPLANATION

This scale of charges is used to calculate the Council's actual and reasonable costs when carrying out functions under the *Resource Management Act 1991*. Where those actual and reasonable costs exceed any specified amounts, the Council may recover those costs as additional charges under section 36(3) of the *Resource Management Act 1991*. The use of materials stored in the spill response trailer and/or used in spill response will be recovered from the spiller on an actual and reasonable basis. All collection costs incurred in the recovery of a debt will be added to the amount due. Overdue invoices will incur an interest charge at 12% per annum. All charges exclude GST. Effective from 1 July 2020.

Schedule 4: Fixed minimum charges for laboratory analyses

The Council has engaged a contract laboratory, RJ Hill Laboratories Ltd, to undertake the Council’s regular sample analysis. Pricing of analysis is set out in the Council’s contract with the supplier, these negotiated prices are subject to commercial sensitivity and therefore are not published in detail in this schedule. The Council’s approach to calculating laboratory analysis charges is to use the original contract pricing with the application of a handling cost (of \$4.43) per analysis method which provides for the time required to coordinate and maintain this service. Total costs of analysis including the adjustment will be made available on request. An explanation of the methods used for laboratory analyses is available on request.

EXPLANATION

This schedule sets out the Council's approach to recovering actual and reasonable costs of laboratory analysis when carrying out functions under the *Resource Management Act 1991*. Where those actual and reasonable costs exceed the fixed charges in this schedule, the Council may recover those costs as additional charges under section 36(3) of the *Resource Management Act 1991*. An explanation of the methods used for laboratory analyses is available on request. All collection costs incurred in the recovery of a debt will be added to the amount due. Overdue invoices will incur an interest charge at 12% per annum. Charges exclude GST. Effective from 1 July 2020.

Schedule 5: Fixed initial annual monitoring deposit charges for activities with tailored compliance monitoring programmes 2020/2021

CATCHMENTS - HEREKAWA STREAM

Beach Energy Resources NZ (Kupe) Limited	\$3,082.96
Methanex Motunui Limited	\$5,905.22
New Plymouth District Council	\$3,148.75
New Zealand Oil Services Ltd	\$2,958.64
OMV Taranaki Limited	\$6,075.70

CATCHMENTS - HONGIHONGI STREAM

Bulk Storage Terminals Limited - New Plymouth	\$4,503.86
Liquigas Limited - Head Office	\$1,955.30
Molten Metals Limited	\$3,159.01
New Plymouth District Council	\$1,782.41
OMV Taranaki Limited	\$2,141.08
Port Taranaki Limited	\$1,820.89
Seaport Land Company Limited	\$1,782.41
Z Energy Limited	\$2,141.08

CATCHMENTS - LOWER WAIWHAKAIHO AIRSHED

Dialog Fitzroy Limited	\$9,185.53
Downer NZ Limited	\$8,346.37
Katere Surface Coatings Limited	\$4,004.05
Taranaki Regional Council	\$7,287.43

CATCHMENTS - LOWER WAIWHAKAIHO RIVER

AML Limited (trading as Allied Concrete)	\$3,492.03
Devon 662 Limited Partnership	\$8,781.58
Dialog Fitzroy Limited	\$6,928.77
Downer EDI Works Limited	\$3,665.66
Envirowaste Services Limited	\$3,628.72
Firth Industries Limited	\$3,742.28
Freight & Bulk Transport Limited	\$3,527.31
KiwiRail Holdings Limited	\$3,722.12
Nankervis Family Trust	\$3,397.16
New Plymouth District Council	\$12,926.17
New Zealand Railways Corporation	\$3,691.78
Ravensdown Limited	\$3,620.52
Taranaki Regional Council	\$939.65
Taranaki Sawmills Limited	\$6,489.52
Technix Group Limited	\$10,069.99
Waste Management NZ Limited	\$3,846.27

CATCHMENTS - MANGATI STREAM

Barton Holdings Limited	\$7,449.16
First Gas Limited	\$6,186.86
Greymouth Petroleum Acquisition Company Limited	\$6,657.32
J Swap Contractors Limited	\$7,584.60
McKechnie Aluminium Solutions Limited	\$8,966.14
New Plymouth District Council	\$8,800.83
Nexans New Zealand Limited	\$8,742.79
OMV New Zealand Limited	\$7,271.33
Schlumberger New Zealand Limited	\$11,777.72
Taranaki Regional Council	\$565.40
Tasman Oil Tools Limited	\$7,281.44
Tegel Foods Limited	\$9,337.77
Tegel Foods Limited - Poultry Processing Plant	\$23,202.30
TIL Freightling Limited	\$9,571.15

CATCHMENTS - TAWHITI STREAM

Graeme Lowe Protein Limited	\$9,671.43
Silver Fern Farms Limited	\$15,088.47
Taranaki Fish & Game Council	\$1,909.79

CATCHMENTS - WAITAHA STREAM

AICA (NZ) Limited	\$13,189.14
C&O Concrete Products Limited - New Plymouth	\$4,272.36
Energyworks Limited	\$4,029.39
Greymouth Facilities Limited	\$4,744.74
Intergroup Limited	\$4,957.71
Meredith Scrap Metals Limited	\$5,708.76
New Plymouth District Council	\$6,016.90
Pounamu Oilfield Services Limited	\$6,822.24
Symons Property Developments Limited	\$5,900.36
Taranaki Sawmills Limited	\$7,081.41
TBS Coatings Limited	\$5,162.19
Woodwards 2008 Limited	\$1,308.27
Zelam Limited	\$1,546.56

DAIRY PROCESSING

Fonterra Limited	\$160,678.09
Taranaki Regional Council	\$391.90

HYDRO-ELECTRIC ENERGY

INDUSTRIAL

Trustpower Limited	\$141,107.23
Ballance Agri-Nutrients Limited	\$864.72
Ballance Agri-Nutrients Limited	\$478.15
Dow AgroSciences (NZ) Limited	\$25,925.72
Downer NZ Limited	\$1,795.86
Fonterra Limited	\$618.41
Liquigas Limited - Head Office	\$305.20
McKechnie Aluminium Solutions Limited	\$19,328.49
Methanex Motunui Limited	\$1,336.20
New Zealand Oil Services Ltd	\$1,718.72
Port Taranaki Limited	\$9,834.00
Powerco Limited - Electricity Operations	\$601.30
Sandford Bros Limited	\$1,102.36
Solexin Industries Limited	\$580.54
Taranaki Bulk Storage Limited	\$1,220.79
Taranaki Stock Car Club Inc	\$580.54
Taranaki Thoroughbred Racing	\$5,178.37
Technix Bitumen Technologies Limited	\$2,114.76
Transpower New Zealand Limited	\$601.30
Tranzit Coachlines Taranaki Limited - New Plymouth	\$580.54

IRRIGATION

Alexander Farms Limited	\$1,498.81
Anthony Ingman & Kerstin Johanna Williams	\$470.65
AR Geary Trust	\$1,721.34
BR & RG Harvey Family Trust	\$870.49
Coastal Country Farms Limited	\$2,886.35
Cornwall Park Farms Limited	\$470.65
Craig Timothy McDonald	\$3,076.75
Croftwest Trust	\$4,654.69
David Pease Family Trust	\$2,699.52
Duncan Robert Emerson Wilson	\$2,698.33
FJ Goodin & Sons Limited	\$2,886.35
Fonic Farms Limited	\$1,721.34
Gibbs G Trust	\$1,853.43
Graham Allen & Ruby Joyce Dorn	\$1,721.34
Greg McCallum	\$870.49
Hawera Golf Club Inc	\$501.89
Inglewood Golf Club Inc	\$635.17
James Robert & Donna Maree Baker	\$870.49
Jimian Limited	\$470.65

John & Elaine Glenda Sanderson	\$3,697.34
JW & MT Hamblyn Family Trusts	\$1,721.34
Kaihihi Trust	\$2,210.43
Kaitake Golf Club Inc	\$1,324.18
Kereone Farms Limited	\$5,183.65
Kohi Investments Limited	\$1,848.67
Larsen Trusts Partnership	\$470.65
Leatherleaf Limited	\$1,359.58
Leonie Ann Campbell	\$4,369.09
Luttrell Trust Partnership	\$4,654.69
Manaia Golf Club	\$635.17
Manukorihi Golf Club Inc	\$1,057.62
Mara Trust	\$2,886.35
New Plymouth Golf Club Inc	\$1,057.62
Nigel Wayne & Denise Mary King	\$1,359.58
Nilock & Camole Trusts	\$2,210.43
Oceanview Trust	\$470.65
Ohawe Farm Limited	\$870.49
Pihama Farms Limited	\$2,210.43
Pukeone Partnership	\$7,267.81
Riverside Farms Taranaki Ltd	\$1,359.58
RM & MC Julian Family Trust	\$4,654.69
Roger Dickie Family Trust	\$1,848.67
Spenceview Farms	\$4,654.69
Taranaki Community Rugby Trust	\$470.65
Te Ngutu Golf Club Incorporated	\$968.37
Waikaikai Farms Limited	\$1,435.74
Waireka Trust	\$470.65
Waitara Golf Club Inc	\$968.37
Waiwira Holdings Ltd	\$3,210.03
Walker & McLean Partnership	\$1,853.43
Wayne Douglas & Sandra Christine Morrison	\$5,409.75
Westown Golf Club Incorporated	\$968.37
Woollaston Family Trust Partnership	\$1,848.67

LANDFILLS / CLEANFILLS

A & A George Family Trust	\$1,667.98
AA Contracting Limited	\$1,792.80
Allan Edward Riddick	\$1,622.64
Barry John & Lynette Betty Bishop	\$1,792.80
Candyman Trust	\$2,632.57
Central Greenwaste & Firewood	\$752.64
Denis Wheeler Earthmoving Limited	\$1,504.66
Downer EDI Works Limited	\$1,688.91
Downer NZ Limited	\$3,172.64
Gas & Plumbing Ltd	\$1,554.96
Groundworkx Taranaki Limited	\$752.64
Malandra Downs Limited	\$1,889.44
New Plymouth District Council	\$108,562.78
South Taranaki District Council	\$26,593.82
Stratford District Council	\$8,929.78
Taranaki Trucking Company Limited	\$1,428.90
TPJ Partnership	\$2,294.74
Value Timber Supplies Limited	\$3,561.65
Westown Haulage Limited	\$4,454.98

MARINE DISCHARGES

Anzco Foods Waitara Limited	\$4,484.89
Fonterra Limited	\$1,616.16
New Plymouth District Council	\$37,966.39
South Taranaki District Council	\$47,223.34

MEAT PROCESSING

Ample Group Limited	\$25,006.16
Anzco Foods Limited	\$4,965.53
Riverlands Eltham Limited	\$32,602.71
Silver Fern Farms Limited	\$17,942.44

MINOR INDUSTRIES

AML Limited (Trading as Allied Concrete)	\$1,492.95
Blastways Limited	\$716.70
Coastal Services Limited	\$0.00
Colin David Boyd	\$3,458.76
Edmonds Industrial Coatings Ltd	\$164.17
Egmont Canine Retreat and Cattery	\$616.38
Eltham Sandblasting Limited	\$716.70
Firth Industries - Division of Fletcher Concrete & Infrastructure Limited	\$1,492.95
Fletcher Concrete & Infrastructure Limited	\$1,492.95
Fulton Hogan Limited - New Plymouth	\$181.26
Hawera Rewinds	\$616.38
Inglewood Timber Processors	\$616.38
JD Hickman 1997 Family Trust	\$2,401.26
Lorry Land Limited	\$616.38
Mervyn Jack Hooper	\$716.70
Ministry of Education - WELLINGTON	\$0.00
Napier Sandblasting Co Limited	\$716.70
New Plymouth District Council	\$7,545.42
New Zealand Pet Food Primary Processors	\$616.38
Nickel Blast & Paint 2013	\$716.70
Oscar4U	\$716.70
Osflo Fertiliser Limited	\$828.21
Peter Jones	\$616.38
Soda Blast	\$716.70
Taranaki Galvanizers Limited	\$5,248.03
Transpower New Zealand Limited	\$716.70
W Abraham Limited	\$4,376.73

MISCELLANEOUS

New Plymouth District Council	\$5,543.74
New Plymouth Girls' High School	\$193.48
Pungarehu Community Committee	\$193.48
South Taranaki District Council	\$386.96
Stratford District Council	\$193.48
Stratford High School	\$193.48

NON-RENEWABLE ENERGY

Contact Energy Limited	\$33,018.76
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PETROCHEMICAL

Ballance Agri-Nutrients (Kapuni) Limited	\$45,739.79
Cheal Petroleum Limited	\$13,390.54
Greymouth Petroleum Acquisition Company Limited	\$3,831.71
Greymouth Petroleum Central Limited	\$2,305.71
Greymouth Petroleum Limited	\$9,222.85
Greymouth Petroleum Turangi Limited	\$2,528.66
GSNZ SPV1 Limited	\$7,029.56
Methanex Motunui Limited	\$25,539.65
NZEC Waihapa Limited	\$11,874.77
Petrochem Limited	\$2,305.71
Taranaki Ventures Limited	\$3,087.35
Todd Energy Limited	\$24,202.87
Todd Petroleum Mining Company Limited	\$4,712.04
Vector Gas Trading Limited	\$17,421.67
Westside New Zealand Limited	\$11,336.01

PETROCHEMICAL PRODUCTION STATIONS

Beach Energy Resources NZ (Kupe) Limited	\$17,700.52
Bridge Petroleum Limited	\$1,044.16
Cheal Petroleum Limited	\$13,192.17
Greymouth Petroleum Acquisition Company Limited	\$19,822.45
Greymouth Petroleum Central Limited	\$286.34
Greymouth Petroleum Limited	\$7,373.87
Greymouth Petroleum Turangi Limited	\$11,800.27
M & O Pacific Limited trading as Wood Group Training	\$826.00
Nova Energy Limited	\$88.11
NZEC Tariki Limited	\$1,038.06

NZEC Waihapa Limited	\$3,074.92
NZEC Waihapa Limited and NZEC Tariki Limited	\$245.09
OMV NZ Production Limited	\$12,930.66
OMV Taranaki Limited	\$14,958.50
Petrochem Limited	\$1,283.84
Tamarind New Zealand Onshore Limited	\$10,747.17
Taranaki Ventures Limited	\$2,838.70
Todd Energy Limited	\$19,506.79
Todd Generation Taranaki Limited	\$7,069.78
Todd Petroleum Mining Company Limited	\$16,356.09
TWN Limited Partnership	\$13,222.94
Westside New Zealand Limited	\$12,663.51

PIGGERIES

Aorere Farms Partnership	\$1,280.15
DH Lepper Trust	\$7,337.57
RKM Farms Limited	\$5,101.21
Stanley Bros Trust	\$8,311.53

QUARRIES

AA Contracting Limited	\$1,835.71
Bunn Earthmoving Ltd	\$1,810.72
Burgess Crowley Partnership	\$2,200.48
Civil Quarries Limited	\$11,523.94
Dennis Mark & Diane Lillian Bourke	\$2,500.29
Ferndene Group Limited	\$194.88
Ferndene Quarries Limited	\$1,835.71
Gavin & Linda Jones	\$1,835.71
Gibson Family Trust	\$1,835.71
Goodin AG Limited	\$1,835.71
Hey Trust	\$1,810.72
Horizon Trust Management Limited	\$6,016.80
Jones Quarry Limited	\$7,163.61
R A Wallis Limited	\$2,005.60
Richard John Dreaver	\$2,030.59
Surrey Road Quarry	\$1,810.72
Taranaki Trucking Company Limited	\$2,030.59
Taunt Contracting Limited	\$1,810.72
Valley Rock Limited	\$194.88
Vickers Quarries Limited	\$2,590.24
Whitaker Civil Engineering Limited	\$2,225.47
Windy Point Quarry Limited	\$2,005.60
Winstone Aggregates Limited	\$2,712.67

SEWERAGE DISCHARGES & TREATMENT

New Plymouth District Council	\$16,124.28
South Taranaki District Council	\$63,753.11
Stratford District Council	\$14,715.87
Wai-iti Motor Camp Limited	\$3,446.57

WASTE RECOVERY

BTW Company Limited	\$8,284.77
Colin David Boyd	\$23,802.79
Remediation (NZ) Limited	\$80,082.61
Surrey Road Landfarms Limited	\$14,834.48
Taranaki By-Products Limited	\$93,871.07
Waikaikai Farms Limited	\$0.00
Waste Remediation Services Limited	\$35,875.29

WATER TAKE

Alexander Bruce Middleton	\$774.99
Awatea Hawkes Bay Trust	\$761.66
Belmont Dairies Limited	\$575.07
Caiseal Trust Partnership	\$575.07
Carter AJ Limited	\$708.35
Cold Creek Community Water Supply Limited	\$17,018.37
Construction Mechanics (1993) Limited	\$841.63
Daniela Krumm	\$441.79
DP & JH Roper Family Trusts Partnership	\$708.35

Eric & Cedric Lander	\$1,250.75
Go 2 Milk Limited	\$1,270.09
Gwerder Brothers	\$774.99
Hernly Farm Limited	\$1,416.70
Ian Cassie	\$1,130.80
Ian Douglas & Judith Ann Armstrong	\$1,130.80
IHC New Zealand Inc - NORTH TARANAKI	\$1,264.08
Joblin Partners Limited	\$508.43
Kaipu Holdings Limited	\$575.07
Kathdan Trust Limited	\$997.52
Lupton Trust	\$708.35
Medley Partners	\$1,286.69
MJ Fahy & MO Fahy	\$708.35
MJ Washer Trusts Partnership	\$575.07
Naplin Trust	\$508.43
New Plymouth District Council	\$18,727.59
Ngatoro Poultry Limited	\$575.07
Norwood Farm Partnership	\$828.30
Nukumar Water Scheme Society Inc	\$708.35
Oakura Farms Limited	\$175.23
Oaonui Water Supply Limited	\$11,051.15
Pariroa Marae - The Trustees	\$708.35
PKW Farms LP	\$1,416.70
Pungarehu Farmers Group Water Scheme	\$1,130.80
Rowan Paul Oldfield	\$841.63
SC & MJ O'Neill Family Trust	\$441.79
South Taranaki District Council	\$44,617.25
Stoney River Dairy Limited	\$175.23
Stratford District Council	\$10,439.54
Taranaki Greenhouses Limited	\$774.99
Te Rua O te Moko 2B Ahuwhenua Trust	\$708.35
The Tom Lance Trust	\$1,361.42
Turangarere Trust	\$575.07
Zenith Farms Family Trust	\$864.24

EXPLANATION

The Council's fixed initial deposit charges for activities with tailored compliance monitoring programmes, excluding that for the NES for plantation forestry, are presented in various groups based on the nature of the activity and/or type of industry. Any additional actual and reasonable costs over and above the initial fixed deposit charge will be charged in arrears.

For new tailored compliance monitoring programmes or inclusion of new consents into existing programmes (that arise between the setting of these charges and the end of the financial year that they relate to), an estimate will be provided to the consent holder and compliance monitoring work charged according to this. Where no estimate is provided, compliance monitoring costs will be recovered per Schedule 6, 7 and 8 of this Plan.

Additional charges may be levied under section 36(5) of the *Resource Management Act 1991* where the Council's actual and reasonable costs exceed the fixed monitoring charge. See the scales of charges for staff time, consultants, plant and laboratory analyses set out in Schedules 1, 3 and 4. The above charges include those arising from any functions transferred to the Council under section 33 of the *Resource Management Act 1991*. All collection costs incurred in the recovery of a debt will be added to the amount due. Overdue invoices will incur an interest charge at 12% per annum. All charges exclude GST. Effective from 1 July 2020.

CHARGES FOR MONITORING UNDER THE NATIONAL ENVIRONMENTAL STANDARD FOR PLANTATION FORESTRY

With reference to regulation 106 of the *National Environmental Standards For Plantation Forestry 2017* (NES), the Council sets the following charges under section 36(1)(cc) of the *Resource Management Act 1991* for monitoring permitted activities authorised under regulations in the NES that address earthworks, river crossings, forestry quarrying and harvesting.

The NES applies to commercial forest blocks of more than one hectare. The charges set out below will be applied to the Council's monitoring of these activities. Explanation about the monitoring charges is included within the description of the charges and at the end.

NOTIFICATION OF HARVESTING AND PRE ACTIVITY MONITORING

Earthworks and quarrying notification under regulations 25 and 52 have a minimum notification period of 20 working days. Notification will involve some work for the Council and allows the Council to plan for any compliance monitoring, including any pre earthworks/harvest instream macroinvertebrate survey (\$1,986 per survey) monitoring by a freshwater biologist, if stream conditions provide for it.

HARVESTING

The first inspection, with the earthworks plan available, will be used for discussion with the operator about how the regulations in the NES would be met.

Inspection (includes travel time, inspection and notification work) and sampling will be undertaken under:

- a) regulation 33 which requires roads, tracks and landings to be managed and aligned to divert water runoff to stable ground and away from areas of constructed fill, and to minimise disturbance to earthflows and gullies
- b) regulations 26 and 65 associated with sediment management
- c) regulations 28 and 55 addressing accelerated erosion, stream obstruction, or diversion of water flow
- d) regulations 31, 56, and 67 addressing sediment and stormwater controls
- e) regulations 36-46 for river crossings (fish passage, effects on other structures, erosion and sediment control and discharges)
- f) regulations 32 and 55 regarding site stabilisation
- g) regulation 58 regarding quarrying
- h) regulation 68 regarding restrictions on how harvesting can occur, on any riparian margin or adjacent to water bodies.

- \$898 per inspection (8 hours)
- \$110 per each upstream or downstream sample for colour, turbidity, and suspended solids, if stream conditions are appropriate.

POST HARVESTING

Inspection(s) to ensure all the relevant NES requirements have been met, especially removal of stream structures, stabilisation, silt and sediment control, and slash and debris placement will occur. Includes travel time, inspection and notice:

- \$2,080 per survey for a post-harvest instream macroinvertebrate survey by a freshwater biologist, if stream conditions provide for it
- \$898 per inspection (8 hours).

EXPLANATION

This section of the schedule sets out the charges for inspections and sampling to address activities under the NES. The number of inspections and sampling required per forest will vary depending on size and once monitoring is undertaken, the degree of compliance with the regulations. Non-compliance with regulations will result in additional inspections and/or sampling to ensure compliance has been achieved.

It is envisaged that a moderate-sized and above forest would get one harvest inspection, a monthly inspection during harvesting and a post-harvest inspection, depending on compliance. Each moderate to large forest would also receive at least one harvest and post-harvest instream macroinvertebrate survey by a freshwater biologist if stream conditions provide for it.

Harvest inspections would be monthly as a minimum and may also include water quality sampling. If inspections take less than a day inclusive of equipment preparation, travel, on-site time, post-visit recording, issue of inspection notices, and any follow-up discussions to confirm details and accuracy of records, then some remission of the charge will occur.

Additional charges may be levied under section 36(5) of the *Resource Management Act 1991* where the Council's actual and reasonable costs exceed the fixed monitoring charge. See the scales of charges for staff time, macroinvertebrate sample processing, and laboratory analyses are set out in Schedules 1, 3 and 4. All collection costs incurred in the recovery of a debt will be added to the amount due. Overdue invoices will incur an interest charge at 12% per annum. All charges exclude GST. Effective from 1 July 2020.

Schedule 6: Fixed minimum charges for monitoring farm dairy discharges

The fixed charges for farm dairy discharge compliance monitoring inspection and sampling are set out below:
 Discharge to land consent: \$365
 Discharge to water, no sampling: \$265
 Discharge to water consent, including sampling discharge and receiving environment: \$880
 Discharge to land and water consent, including sampling discharge and receiving environment: \$949
 Discharge to land and water consent, no sampling: \$420
 Discharge to land by contactors under regional consents: \$850

Where non-compliance is detected the following additional monitoring re-inspection and sampling fixed charge may apply:

	Minor Non-compliance	Significant Non-compliance
Discharge to land or water consent, no sampling	\$794	\$1,465
Discharge to water consent, including sampling and reinspection	\$1,058	\$1,730

EXPLANATION

The above fixed minimum charges for the annual farm dairy discharge compliance monitoring inspection and re-inspection, both including sampling, are based on actual and reasonable charges for staff time (Professional Staff, Schedule 1) and laboratory analyses (Schedule 4). The above fixed minimum charges for monitoring, re-inspection and sampling after non-compliance with resource consent conditions or the *Resource Management Act 1991*, whether this arises from the annual inspection or not, are based on actual and reasonable charges for staff time (Professional Staff, Schedule 1) and laboratory analyses (Schedule 4).

Each farm dairy discharge non-compliance will be assessed in the context of the consent granted and compliance history of the consent. Significant non-compliance activities are non-compliances that will have actual or potential effects on the environment. Examples of a minor non-compliance are deficient baffles between ponds, minor failure to contain shed/race effluent and washings where these discharge to land, and stormwater diversion system deficient. Examples of significant non-compliance are ponding of effluent on the soil surface (unauthorised by resource consent), breach of discharge standards required in the resource consent, inadequate effluent storage and land area, significant increase in stock numbers beyond those allowed in the consent, and an inadequate effluent system. The above are examples and it should be noted they do not represent a complete list of non-compliances.

Additional charges may be levied under section 36(3) of the *Resource Management Act 1991* where the Council's actual and reasonable costs exceed the fixed monitoring and non-compliance charges. An example is a significant non-compliance for a discharge to land farm dairy discharge consent where sampling costs of the discharge and receiving water may be required. See the scales of charges for staff time, consultants, plant and laboratory analyses set out in Schedules 1, 3 and 4. All collection costs incurred in the recovery of a debt will be added to the amount due. Overdue invoices will incur an interest charge at 12% per annum. All charges exclude GST. Effective from 1 July 2020.

Schedule 7: Fixed minimum charges for monitoring instream structures where no tailored compliance monitoring programme exists

The fixed charge for a regular compliance monitoring inspection, that is not addressed in Schedule 5 or 6, is \$350 per inspection.

The fixed charge for a compliance monitoring re-inspection arising from non-compliance detected in an inspection, that is not addressed in Schedule 5 or 6, is \$370.

For the monitoring of instream structures the key consent condition is the maintenance of fish passage which can, in most cases, be accomplished via an inspection. More than one consent could be monitored during the daily inspection round. In such cases, the Council will scale the monitoring charge according to the instream structures monitored.

EXPLANATION

The above fixed charges for compliance monitoring inspections and re-inspections are based on staff time for Professional Staff (Schedule 1). Additional charges may be levied under section 36(3) of the *Resource Management Act 1991* where the Council's actual and reasonable costs exceed the fixed monitoring charge. See scales of charges for staff time as set out in Schedule 1. All collection costs incurred in the recovery of a debt will be added to the amount due. Overdue invoices will incur an interest charge at 12% per annum. All charges exclude GST. Effective from 1 July 2020.

Schedule 8: Fixed minimum charges for monitoring where no tailored compliance monitoring programme exists

The fixed charge for a regular compliance monitoring inspection that is not addressed in Schedule 5 or 6 is \$320 per inspection plus any additional plant or laboratory analyses costs as set out in Schedules 3 and 4.

The fixed charge for a regular compliance monitoring re-inspection arising from non-compliance detected in an inspection that is not addressed in Schedule 5 or 6 is \$356 per inspection plus any additional plant or laboratory analyses costs as set out in Schedules 3 and 4.

For the monitoring of some resource consents, it is not possible to predesign a monitoring programme, or to apply a fixed charge. This may be because the consent is exercised irregularly or the scale of the consented activity varies unpredictably. In such cases, the Council will scale the monitoring programme according to the activity and charge for reasonable inspection time, sample analysis and equipment hire as set out in Schedules 1, 3 and 4. This approach will be applied to monitoring of consents such as those associated with well-sites, hydraulic fracturing, forestry, construction of pipelines/highways/other roading projects and other temporary earthworks.

EXPLANATION

The above fixed charges for compliance monitoring inspections and re-inspections are based on staff time for a Professional Staff (Schedule 1). Additional charges may be levied under section 36(3) of the *Resource Management Act 1991* where the Council's actual and reasonable costs exceed the fixed monitoring charge. See scales of charges for staff time, consultants, plant and laboratory analyses set out in Schedules 1, 3 and 4. The above charges include those arising from any functions transferred to the Council under section 33 of the *Resource Management Act 1991*. All collection costs incurred in the recovery of a debt will be added to the amount due. Overdue invoices will incur an interest charge at 12% per annum. All charges exclude GST. Effective from 1 July 2020.

Schedule 9: Charges for those requesting hearing commissioners

Any submitter making a request, under section 100A of the *Resource Management Act 1991*, shall be required to pay the additional cost of having the application heard and decided by independent commissioners as reasonably determined by the Council using costs set out in Schedules 1 and 2.

EXPLANATION

For a notified resource consent application a submitter may request that the Council delegate its functions, powers and duties required to hear and decide the application to one or more independent hearing commissioners. Section 36 (1)(ab) of the *Resource Management Act 1991* allows the Council to estimate the additional costs, as if the request had not been made, and immediately invoice the requestor(s) for this additional cost. Where more than one submitter makes a request the costs may be shared equally. If the additional cost of independent hearing commissioners is less than the payment then a refund will be made. Schedule 1 sets out the Council's scale of charges for staff time and Schedule 2 sets out the fixed minimum cost of processing resource consent applications and includes hearing costs. All collection costs incurred in the recovery of a debt will be added to the amount due. Overdue invoices will incur an interest charge at 12% per annum. All charges exclude GST. Effective from 1 July 2020.



1 April 2020

CONFIDENTIAL DRAFT

Taranaki Regional Council potential projects to assist recovery from Covid19

As part of the Covid19 response the Taranaki Regional Council and the Regional Sector has had various requests from Government Ministries to provide potential projects that are "spade ready", can provide alternative employment opportunities for impacted workers and will assist with economic recovery over the next 2 years. This is understood to be part of an all of Government Covid19 response.

The below provides details of potential projects. These all expand or accelerate on existing region wide initiatives currently underway. Many have previously been proposals to the likes of the Governments 1 Billion Trees fund. None of them are currently funded by Government. All would assist in economic recovery, provide employment opportunities and lead to improved environmental outcomes for the region. The list is an overview only, greater detail can be provided if need be.

The projects below are based on the following assumptions:

- That there is support/demand from landowners for these projects, as all projects are on private land.
- That there is a workforce capable of delivering these projects, with the appropriate upskilling pipeline if required (noting there is some work underway in the region on this already).
- That Government funding will be in the form of a grant with no expectation of repayment.
- That any funding application, associated fund management/administration and reporting is efficient and appropriately streamlined.
- That the Council would be the fund holder and manager for any Government funding for these projects.

Note: The Council has also put forward three infrastructure projects via Crown Infrastructure (applications where submitted online), these include:

- 1. Yarrows Stadium**
- 2. Kaitake Trail (joint application with New Plymouth District Council)**
- 3. Taranaki Regional Council buildings**

Stephen Hall – Director Operations

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Summary of all potential projects

Task	Govt funding (millions)	Local contribution (millions)	Employment for FTEs	Total
Taranaki Riparian Programme Completion				
Plant 3 million native plants	\$18M	\$3M (plus significant investment to date \$100M +)	30-40	\$21M
Fencing	Nil	\$20M	landowners	\$20M
Releasing/weed control	\$5M	Nil	10	\$5M
TOTALS	\$23M	\$23M	45	\$46M
Accelerating tree planting in the Taranaki hill country				
20,000ha planted or retired (approx.. 20m trees)*	\$50M	\$50M	20-30	\$100M
TOTALS	\$50M	\$50M	20-30	\$100M
Taranaki Taku Tūranga – Towards a Predator Free Taranaki expansion				
20,000 traps made and assembled in NZ Including electronic monitoring system	\$7M	\$3M (plus significant investment to date)	5-10	\$10M
Trap laying and landowner liaison / communications and monitoring	\$10M	\$10M	25-30	\$20M
TOTALS	\$17M	\$13M	40	\$30M
Additional Projects				
Predator Free full regional expansion	\$100M	?	200+	\$100M
Regional scale weed control projects	\$5M	?	5-10	\$5M
Key Native Ecosystems – Biodiversity protection	\$5-10M	\$1M	10+	\$10M
Farm Environment Plans & associated portal	\$15M	Significant investment to date (\$30M+)	30	\$15M
TOTALS	\$130M	\$30M+	250+	\$130M+
TOTALS FOR ALL	\$220M+	\$117M+	355+	\$306M+

Projects

Taranaki Riparian Programme Completion

Background:

1. The Taranaki Riparian Management Programme has been going since the 1990's, it is a voluntary programme implemented by landowners.
2. The programme is focused on improving water quality and regional biodiversity by fencing and planting riparian margins. It covers more than 15,000 km of streambank and to date 87% is fenced and 75% is vegetated.
3. It is the most comprehensive riparian programme in New Zealand, covering considerably more waterways than Government proposed requirements and includes planting.
4. As a direct result of riparian management monitoring results show that waterways are at or near the best ecological health ever recorded.
5. Over the life of the programme landowners have spent in excess of \$100 million on fencing and planting.
6. The aim is to complete all fencing and planting within the next couple of years.

Opportunity:

1. Accelerate the completion of the programme, focusing on riparian planting. Taranaki could be the first region in New Zealand to complete all its riparian fencing and planting, resulting in improved water quality and biodiversity outcomes.
2. It is important to note that riparian planting, including associated weed control and releasing, is not included in Government proposals regarding riparian management. This is something that landowners have 75% completed and funded themselves in Taranaki, resulting in more than 5.6 million plants being planted.
3. To complete the programme there is approximately 3,000 kms of stream bank remaining to plant, this equates to approximately 3 million native plants.
4. Funding the planting of these plants and associated weed control and releasing would be largely undertaken using contractors, providing employment opportunities for workers with similar skill sets to those engaged in some forestry activities.

Proposal details:

1. This proposal (or parts of it) has previously been submitted/discussed with Te Uru Rakau as a potential 1BT project.
2. The table below provides a high level overview of the key tasks, funding required & potential workforce in Full Time Equivalent (FTEs) to complete the project. The project could be completed over a 2 year period:

Task	Govt funding (millions)	Local contribution (millions)	Employment for FTEs	Total
Plant 3 million native plants	\$18M	\$3M (plus significant investment to date \$100m +)	30-40	\$21M
Fencing	Nil	\$20M	landowners	\$20M
Releasing/weed control	\$5M	Nil	10	\$5M
TOTALS	\$23M	\$23M	45	\$46M

3. Because the programme has been running a long time, the necessary infrastructure is already in place or could be up scaled quickly to deliver this project. The Council coordinates a well-established native plant scheme that would provide the plants and a range of planting contractors exist in the region. Increasing workforce capacity would be required, this could occur via upscaling existing businesses and utilizing existing training providers to provide workers. Of note there have been recent discussions with some iwi entities about training and work force development for these types of projects.

Accelerating tree planting in the Taranaki hill country

Background:

1. The Taranaki hill country encompasses approximately 400,000 ha, 306,000 ha of this is privately owned with the remainder being public conservation land.
2. The hill country of Taranaki is relatively steep with low natural fertility, however if managed sustainably it can support both pastoral farming and commercial forestry.
3. The predominant land use is sheep and beef farming, with approximately 1150 farms.
4. Taranaki has 30,000 ha of commercial forestry mainly consisting of radiata pine, but in recent times there has been a rise in Manuka farming for its highly valued honey.
5. Two of the largest river catchments in Taranaki originate in the hill country, these being the Waitara and the Waitotara, with the Patea also having much of its length in the hill country.
6. Parts of the hill country are highly erodible and without appropriate woody vegetation (forestry or indigenous scrub/forest) can cause significant sediment issues impacting on water quality and biodiversity values.
7. The key resource management issue in the Taranaki hill country is the loss of soil and its productive capacity through accelerated erosion and the impact of this on water quality.
8. Approximately 83,500 ha or 20% of the hill country in Taranaki is classified as moderately or at high risk to erosion.
9. Unsustainable land management practices that result in accelerated soil erosion have the greatest impact on increasing the sediment loading in surrounding water ways.
10. The Taranaki Regional Council has been working with the land owners in the eastern hill country for over 30 years on sediment reduction to protect the soil resource and improve water quality.

11. The Council has worked with landowners to prepare over 400 sustainable land management plans, these cover 206,500 ha of private land.
12. These plans cover 80,000 ha of erosion prone land – that is land classified as LUC >6e in pasture.
13. These management plans cover 82% of the moderate and severely erodible land and provide recommendations on appropriate land uses for the land type, this planning exercise means that broadly it is known which land should be in trees vs areas that are better in other land uses such as pastoral farming.
14. Recommendations include actions focused on reducing erosion, including - exotic and indigenous forestry planting, permanent land retirement, fencing and poplar pole planting.
15. With much of the erodible land in Taranaki having a council farm plan, the focus is now on implementation of plan recommendations.
16. Over the last ten years much has been achieved by landowners implementing their farm plans with assistance from the Council and some Government funding via the Hill Country Erosion Scheme. There is more to do however, especially around land retirement and tree planting.

Opportunity:

1. Accelerate land retirement and tree planting in the Taranaki hill country. Utilize existing farm plans to guide implementation, these provide recommendations on which land is best in trees. Outcomes will be reduction in sediment resulting in improved water quality and creation and protection of indigenous vegetation.
2. There is approximately 40,000 ha in the Taranaki hill country that would be better suited to some form of tree cover (exotic, indigenous or mixed). The Council's farm plans identify where these areas are.
3. It is important to note that landowners have over the last few years already retired approximately 70,000 ha into some form of vegetative cover, including 15,000 ha of exotic plantation.
4. The demand in recent times from landowners to plant trees utilizing grants from the Governments new Hill Country Erosion Scheme has been significant. The Council could easily accelerate this programme with increased funding.
5. Realistically 20,000 ha could be planted or retired over the next 5-10yrs. This would result in approximately 20 million trees.
6. Funding the planting of these plants and associated weed control and releasing would be largely undertaken using contractors, providing employment opportunities for workers with similar skill sets to those engaged in some forestry activities.

Proposal details:

1. This proposal (or parts of it) have previously been submitted/discussed with Te Uru Rākau as a potential 1BT and/or Hill Country Erosion Scheme project.
2. The table below provides a high level overview of the key tasks, funding required & potential workforce in Full Time Equivalents (FTEs) to complete the project. Project to be completed over a 5 year period:

Task	Govt funding (millions)	Local contribution (millions)	Employment for FTEs	Total
20,000ha planted or retired (approx.. 20m trees)*	\$50M	\$50M	20-30	\$100M
TOTALS	\$50M	\$50M	20-30	\$100M

- *\$3,500 per hectare toward estimated whole-of-life cost / ha of pinus radiata or other exotics (inclusive of AGS but exclusive of carbon credits).
 - Manuka planting at same rate - \$3,500 per ha.
 - Indigenous forest retirement at \$1,500 / hectare inclusive of fencing and pest control.
 - \$1M to assist TRC programme management.
 - \$1.2M for land owner 'trusted advisor' services.
3. Note the Council currently has a limited amount of funding through the governments Hill Country Erosion Scheme and also assists landowners with applications to the Governments 1BT fund. There is demand for funding to assist with tree planting and land retirement. Accelerating current efforts will require a considerable increase in funding and a simplified pipeline for distribution of funds.
 4. Forestry type businesses exist in Taranaki that could expand and take advantage of a much expanded programme of planting and land retirement. Of note there have been recent discussions with some iwi entities about training and work force development for these types of projects.

Taranaki Taku Tūranga – Towards a Predator Free Taranaki expansion

Background:

1. Taranaki Taku Tūranga – Towards a Predator Free Taranaki builds on Councils Self-Help Possum Control Programme that has been going since the 1990's. It is complementary and linked with the Taranaki Mouna project with both projects relying on each other for their respective success.
2. It was the first project to receive funding from Predator Free 2050 Ltd the Government owned company tasked with part funding landscape scale predator programmes.
3. The Project has four work streams:
 - a. A trial area of approximately 4,500 hectares aiming at the complete removal of possums from the Kaitake ranges and surrounding farmland
 - b. Rural Predator suppression aiming to incorporate Mustelid control in the long running Self-Help Possum Control Programme
 - c. Urban predator control aimed at sustained control of rats and mustelids within urban areas including both community and householder control, and
 - d. Research and monitoring, looking at predator movement to target control in urban and rural landscapes and testing proof of eradication modeling within the zero possum area.
4. The vision is that the entire region will work towards being predator free by 2050. Over the first 10 years, the aim is to roll out predator control across 240,000 ha.
5. The project is currently funded for 5 years (we are now in year 2), by the Government via Predator Free 2050 Ltd and the Council.

Opportunity:

1. Accelerate the roll out of Taranaki Taku Tūrangā – Towards a Predator Free Taranaki.
2. To complete the 10 year programme there is approximately 120,000 hectares remaining, that is not currently funded. This would require the trap infrastructure to be established, with approximately 20,000 traps being required and rolled out across the rural landscape.
3. Funding the laying of the traps and landowner support would be largely undertaken using contractors, this will require increases in current contractor capacity within the region.

Proposal details:

1. This proposal (or parts of it) has previously formed a significant funding application to Predator Free 2050 Ltd.
2. The table below provides a high level overview of the key tasks, funding required & potential workforce in Full Time Equivalents (FTEs) to complete the project. Project to be completed over a 2-3 year period:

Task	Govt funding (millions)	Local contribution (millions)	Employment for FTEs	Total
20,000 traps made and assembled in NZ Including electronic monitoring system	\$7M	\$3M (plus significant investment to date)	5-10	\$10M
Trap laying and landowner liaison / communications and monitoring	\$10M	\$10M	25-30	\$20M
TOTALS	\$17M	\$13M	40	\$30M

3. Note the Council current operations have already provided the opportunity for some small businesses to establish and service this work. Potentially there is a pipeline for this to expand further. Of note there have been recent discussion with some iwi entities about training and work force development for these types of projects.
4. In addition there is potential to greatly expand the programme beyond the 10 year programme and deliver on the grand vision of all the region being under predator management. This would require significant additional resource, including funding and the necessary work force. If the remainder of the region (notably the eastern hill country area of Taranaki, approx.. 350,000ha) was included predator control costs would likely be in excess of **\$100 million and require 200 plus field staff FTEs. This could probably be delivered over a 5 plus year period.**

Other Regional Projects

1. There are a range of other regional type projects that would benefit the economy by being fast tracked. These include:
2. **The Taranaki Crossing** – This is mostly funded by Government and Local Government. It is being implemented by DOC, New Plymouth District Council & Taranaki Regional Council. There a couple of opportunities which could be considered here to assist with increased employment and providing a New Zealander focused tourism attraction.

- a. Increasing the speed of implementation of existing funded portions of the track, including work on the Mounga and paper road to the coast. Streamlining of existing regulatory requirements could assist in this regard.
 - b. Completing the "missing link" between Taranaki Mounga and the Kaitake ranges. This is currently not funded.
3. **Regional scale weed control** – Across the region there are various weed control programmes targeting environmental weeds that could be expanded significantly. There are options here including: Ramping up the Councils Old Man's Beard programme protecting biodiversity values in some of the major river catchments, through to Weed Buster type projects that the Council has previously worked successfully with the DOC, landowners and community groups on. These examples would utilize contractors and task force green type workers to control weeds. This type of initiative could easily be ramped up across the region providing employment to lower skilled workers.
4. **Key Native Ecosystems** – Across the region there are hundreds of high priority biodiversity sites on private land. The Council has a programme focused on the protection and management of these sites. There is opportunity for the active management of these sites to be increased. Over a 2 year period with additional funding approximately 50% of these sites could have management plans and management activities such as fencing, pest control and planting occurring to protect their values. Cost estimates for this are \$5-10 million depending on the size and nature of the sites chosen.
5. **Farm Environment Planning** – It is likely as part of the Governments freshwater policy reform that all farms across New Zealand will require a Farm Environment Plan. Taranaki is well placed in that most farms have an existing Council Farm Plan, covering matters such as, riparian management, sustainable land management, pests and biodiversity. There is an opportunity to modify and expand these existing farm plans to cover all elements required by the Government. Funding to accelerate this across the region would provide employment opportunities for skilled land management advisors. All farms in Taranaki could have a Farm Environment Plan completed in a 3 year period at an estimated cost of \$14 million. An associated interactive client information management portal is currently being investigated by the Council, this will contain Farm Plan and other Council programme information that can be accessed, used and updated by landowners. This will be an important tool in the implementation and management of Farm Environment Plans in the region. This project is estimated to cost \$1 million.



Date: 19 May 2020

Subject: **Governance and decision-making arrangements during Covid-19 Pandemic**

Approved by: M J Nield, Director Corporate Services
B G Chamberlain, Chief Executive

Document: 2497760

Purpose

1. The purpose of this memorandum is to review the decision put in place at the Emergency Ordinary Meeting on 25 March 2020 regarding appropriate governance and decision-making arrangements during the Covid-19 Pandemic.

Recommendations

That the Taranaki Regional Council:

- a) receives the memorandum Governance and decision-making arrangements during Covid-19 Pandemic
- b) agrees to either continue to meet as a “Committee of the Whole” or return to the regular committee and ordinary meeting cycle
- c) agrees to either hold all meetings as on-line video meetings or have up to 10 Councillors and/or Officers present and the rest on an online video meeting
- d) monitor the alert level updates and rules as Government changes the protocols.

Background

2. Members will be aware that the World Health Organisation declared a worldwide novel coronavirus (Covid-19) pandemic. The New Zealand Government declared a series of alert levels aimed at moving fast and moving hard that essentially put New Zealand in a lockdown situation from 26 March 2020 in an effort to prevent widespread outbreaks of the disease.
3. On Wednesday 25 March 2020, the Emergency Ordinary meeting passed the following resolution:

Resolved:

THAT the Taranaki Regional Council:

- a) *receives* the memorandum *Governance and Decision-making During Covid-19 Pandemic*
- b) *agrees* to make delegations to the Chief Executive to make urgent decisions during the Covid-19 pandemic as set out in Attachment 1 after due consultation with the Chairperson, Deputy Chairperson and Committee Chairpersons and with reporting back on the exercise of those delegations
- c) *agrees* that if local government legislation is amended in relation to quorums at audio-visual meetings, the delegations will be revoked with the Council meeting as a “Committee of the Whole” using audio-visual means and Committee meetings suspended until after the Epidemic Preparedness (COVID-19) Notice 2020 expires.

Discussion

4. On Monday 11 May 2020, the Government declared that New Zealand would move down to Alert Level 2 on Thursday 14 May 2020. Part of the Alert Level 2 protocols around gatherings and meetings were that these gatherings must have no more than 10 people together at one time, meetings not be longer than 2 hours, to keep high hygiene standards and record attendees to ensure contact tracing can be conducted if necessary. Alert Level 2 will be reviewed after two weeks, in which time gathering numbers may increase.
5. The Council can now review its operation as a “Committee of the Whole” with two options and two sub-options within each option. These are:
 4. Option 1: Council continues to meet as a “Committee of the Whole”. The sub-options are to either continue with everyone meeting as on an online video meeting or have up to 10 Councillors and/or Officers present and the rest on an online video meeting.
 5. Option 2: returning to usual Committee meetings and full Ordinary Council meeting cycle, observing the appropriate Alert Level protocols. Again, the sub-options are to either continue with everyone meeting as on an online video meeting or have up to 10 Councillors and/or Officers present and the rest on an online video meeting.

Decision-making considerations

6. Part 6 (Planning, decision-making and accountability) of the *Local Government Act 2002* has been considered and documented in the preparation of this agenda item. The recommendations made in this item comply with the decision-making obligations of the *Act*.

Financial considerations—LTP/Annual Plan

7. This memorandum and the associated recommendations are consistent with the Council’s adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

8. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the *Local Government Act 2002*, the *Resource Management Act 1991* and the *Local Government Official Information and Meetings Act 1987*.

Iwi considerations

9. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making processes (schedule 10 of the *Local Government Act 2002*) as outlined in the adopted long-term plan and/or annual plan. Similarly, iwi involvement in adopted work programmes has been recognised in the preparation of this memorandum.

Legal considerations

10. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.



Date 19 May 2020

Subject: **Meeting Dates for May and June**

Approved by: M J Nield, Director Corporate Services
B G Chamberlain, Chief Executive

Document: 2492854

Purpose

1. The purpose of this memorandum is to provide notification to Members of the next round of Council meetings for 2020.

Meeting Dates

The six weekly round of Council meetings for May and June 2020 will be as follows:

Taranaki Solid Waste Joint Committee	Thursday 21 May 2020	10.30am
Taranaki Civil Defence Group Joint Committee	Thursday 21 May 2020	1.30pm
Consents and Regulatory Committee	Tuesday 9 June 2020	9.30am
Policy and Planning Committee	Tuesday 9 June 2020	10.30am
Regional Transport Committee	Wednesday 17 June 2020	11am
Executive, Audit and Risk Committee	Monday 22 June 2020	10am

Ordinary Meeting Public Excluded

In accordance with section 48(1) of the *Local Government Official Information and Meetings Act 1987*, resolves that the public is excluded from the following part of the proceedings of the Ordinary Meeting on Tuesday 19 May 2020 for the following reason/s:

Item 17 - Public Excluded Ordinary Minutes - 7 April 2020

THAT the public conduct of the whole or the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information where the withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information.

Item 18 - Prosecution

THAT the public conduct of the whole or the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information where such disclosure would be likely to prejudice the maintenance of the law, including the prevention, investigation and detection of offences, and the right to a fair trial.

Item 19 - Yarrow Stadium Repair and Refurbishment Project: Project Steering Group Report

THAT the public conduct of the whole or the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information where the withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information.