

Agenda

Rārangi Take

Kaipara Moana Remediation Joint Committee
Monday 27 November 2023 at 12.30



kmr.org.nz



Kaipara Moana Remediation Joint Committee Agenda

Rā Date:	Monday 27 November 2023
Tāima Time:	12.00
Tauwāhi Location:	Te Pouna Marae, 130 Nathan Road, Kaiwaka, 0573
Ngā Mana whakahaere Members	Tame Te Rangi (Chair), Te Rūnanga o Ngāti Whātua Amy Macdonald (Deputy Chair), Northland Regional Council Cherie Povey, Ngā Maunga Whakahii o Kaipara Georgina Curtis-Connelly, Te Uri o Hau Greg Sayers, Auckland Council Jack Crow, Northland Regional Council Jane Sherard, Ngā Maunga Whakahii o Kaipara John Blackwell, Northland Regional Council Kerrin Leoni, Auckland Council Michelle Carmichael, Auckland Council Taiāwhio Wati, Te Uri o Hau Virginia Warriner, Te Rūnanga o Ngāti Whātua

The Quorum for the Joint Committee is:

- a) 7 members of the 12 Committee members, and;
- b) At least 1 member each from Auckland Council and Northland Regional Council, and;
- c) At least 2 members from Kaipara Uri (unspecified from which entities).

Recommendations contained in the agenda are NOT decisions of the meeting. Please refer to minutes for resolutions.

For any queries regarding this meeting, please contact Kaipara Moana Remediation via the website <https://kmr.org.nz/contact/>

KARAKIA | WHAKATAU

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TITLE: Confirmation of Minutes

Kaituhi Pūrongo | Sophie Bone, PA and Governance Support
Report Writer

Whakataunga | Recommendations

1. That the minutes of the Kaipara Moana remediation meeting held on 30 October, be confirmed as a true and correct record.

Ngā tapirihanga | Attachments

Attachment 1 - Joint Committee Meeting Minutes (October 2023) [↓](#) 

Kaipara Moana Remediation Joint Committee
30 October 2023

Kaipara Moana Remediation Joint Committee Minutes

Rā Date:	30 October 2023
Tāima Time:	11.30
Tauwāhi Location:	Online Access
Tuhinga Present	Tame Te Rangi (Chair), Te Rūnanga o Ngāti Whātua Amy Macdonald (Deputy Chair), Northland Regional Council Georgina Curtis-Connelly, Te Uri o Hau Greg Sayers, Auckland Council Jack Craw, Northland Regional Council John Blackwell, Northland Regional Council Kerrin Leoni, Auckland Council (Arrival 13.34) Michelle Carmichael, Auckland Council Taiāwhio Wati, Te Uri o Hau
I Tae Mae In Attendance	Justine Daw, Pou Tātaki, Kaipara Maurikura Ben Hope, Ringa-Pārongo, Kaipara Maurikura Lisette Rawson, Amo-Rauora Kōawa, Kaipara Maurikura Sophie Bone, PA and Governance Support, Kaipara Maurikura Stephanie Versteeg, Amo-Rautaki Pākihi, Kaipara Maurikura William Wright, Ringa-Hononga Mana Whenua, Kaipara Maurikura Ilka Pelzer, Ministry for the Environment (Observer) Brooke Waterson, Auckland Council (Observer)

The Chair declared the meeting open at 11.36am.

Karakia Timatanga and Whakatau

Ngā whakapahā | Apologies (Item 1.0)

Moved (Macdonald / Curtis-Connelly)

That the apologies from Members Cherie Povey, Jane Sherard and Virginia Warriner for non-attendance be received.

Carried

Ngā whakapuakanga | Declarations of Conflicts of Interest

It was advised that members should make declarations item-by-item as the meeting progressed.

Kaipara Moana Remediation Joint Committee
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Confirmation of Minutes - October 2023 (Item 4.1)

Report from Sophie Bone, PA and Governance Support

Moved (Blackwell / Carmichael)

1. That the minutes of the Kaipara Moana Remediation meeting held on 24 July 2023 be confirmed as a true and correct record.

Carried

Joint Committee Action Tracker (Item 5.1)

Report from Sophie Bone, PA and Governance Support

Moved (Curtis-Connelly / Craw)

1. That the 'Joint Committee Action Tracker' be received.

Carried

Joint Committee Forward Workplan (Item 5.2)

Report from Sophie Bone, PA and Governance Support

Moved (Sayers / Blackwell)

1. That the 'Joint Committee Forward Workplan' be received.

Carried

Pou Tātaki Report (Item 6.1)

Report from Sophie Bone, PA and Governance Support

Moved (Craw / Macdonald)

That the Joint Committee:

1. Receive the report 'Pou Tātaki Report', by Justine Daw dated 30 October 2023.

Carried

Secretarial note:

In respect to Member interests, Member Carmichael declared her longstanding work in the Tapora area. The Pou Tātaki clarified that KMR maintained, managed and periodically reported on the full register of Member interests (including that interest). In addition, direct Member interests in KMR grants were reported on at each Hui, as per advice from the Office of the Auditor-General. The Member's Tapora interests were not in this category.

Member Carmichael asked if KMR was engaging with the Healthy Waters Team, and also whether the Pou Tātaki had generally found commonality of views in her engagement with external stakeholders. The Pou Tātaki confirmed that KMR were working closely with Healthy Waters (including having an observer present at each Hui) as well as having regular engagement with wider Auckland Council interests. Feedback from external stakeholders mainly focused on: welcoming the speed of KMR's scale-up and the recent expansion of KMR activity from waterways to the whole landscape; and indicating that ongoing uncertainty in legislation, policy and regulation continued to drive a 'wait and see' position among many primary sector groups.

The Chair raised the matter of the Hikurangi swamp. In response, the Pou Tātaki confirmed that KMR funding could not be used for land purchase, that it must be used for sediment remediation purposes

Kaipara Moana Remediation Joint Committee
30 October 2023

(not flood protection purposes), that all KMR contracts must be with the landowner, that our 50-50 matching co-funding requirement could not be waived, and that all KMR projects must abide by all local planning rules. That said, KMR worked across the full ecological catchment, including with landowners in the northern parts of the catchment. KMR remained ready to engage with landowners in the Hikurangi repo area if they wished to explore projects that met our funding criteria.

Member Backwell asked about Silver Fern Farms, the largest employer in Dargaville, which were promoting environmental and carbon neutral incentives. KMR confirmed that we were due to meet with Silver Fern Farms to discuss areas of mutual interest. As with any potential strategic partnership, KMR will undertake due diligence.

Member Craw asked about the Freshwater Farm Plan public consultation in Auckland. The KMR team agreed that consultation in both regions was likely create a surge in landowner engagement with KMR, but that this may create some capacity pressures, and there were some advantages if each region worked on slightly different timeframes.

Annual Report (year 3) (Item 6.2)

Report from Sophie Bone, PA and Governance Support

Moved (Macdonald / Blackwell)

That the Joint Committee:

1. Receive the report 'Annual Report (Year 3)', by Stephanie Versteeg dated 30 October 2023.
2. Approve the final draft of the Annual Report 2022-2023 for provision to the Ministry for the Environment.
3. Delegate to the Joint Committee Chair power to approve the final Annual Report, with the ability for the Pou Tātaki to make minor editorial changes prior to publication if required.

Carried

Secretarial note:

A Word document version of the draft final Annual Report was provided to the Auditors who had accepted it. An Audit letter will be forthcoming once the Joint Committee has signed off on the report, and the Chair has signed it out for submission to the Ministry for the Environment.

Member Carmichael provided some suggestions on corrections to the image-designed version of the Annual Report tabled to the Joint Committee. The Pou Tātaki confirmed that errors in the image designed version would be rectified before finalisation the report. The Member provided positive feedback on the Report's 'plain English' and its personal stories, which aided understanding and readability. The Member suggested that the Report include acknowledgement of the work that came before KMR. In response, the Chair commented that KMR was the first of its kind in the country, with no other blueprint. The numbers, stories and milestones portrayed in the Report reflected this.

Member Sayers sought to confirm that Page 61 of the Annual Report provided a detailed enough financial breakdown and met reporting requirements. The KMR team responded that the format was agreed in the KMR Deed of Funding, was standard each year, and met Auditor requirements.

Karakia Mutunga

Whakamutunga (Conclusion)

The meeting concluded at 12.41pm.

TITLE: Joint Committee Action Tracker

Kaituhi Pūrongo | Sophie Bone, PA and Governance Support
Report Writer

Whakarāpopototanga | Executive summary

The purpose of this report is to enable the meeting to receive the current action sheet.

Whakataunga | Recommendations

1. That the Joint Committee Action Tracker be received

Ngā Tapirihanga | Attachments

Attachment 1 - Joint Committee Action Tracker 2023 [↓](#) 

KMR Joint Committee: Action Tracker

Item	Action	Who	Due	Status	Comments
24 July 2023					
Implementing the Soil Conservation Strategy and Action Plan (Item 6.2)	That KMR double check that the liability and associated costs rest with the landowner, should KMR-funded trees fall on fencing or other infrastructure through adverse weather events.	Lisette Rawson	November 2023	Completed	Contract has been clarified and updated.
1 May 2023					
Kōrero Tuku Iho (Item 6.2)	That KMR report back on the 3 proposed case studies for Kōrero Tuku Iho.	Celia Witehira, Willie Wright	February 2024	Open	An update was provided in July 2023. A further report-back will be provided in February.
27 February 2023					
Reducing Barriers for Landowners (Item 6.1)	That KMR produce a map of Navigator Projects relative to existing KMR sediment reduction plans.	Stephanie Versteeg	February 2024	Open	This map will be developed when further Navigator projects are confirmed. For now, remediation projects are captured in Mātai Onekura.
21 February 2022					
Catchment Reference Groups (Item 6.2)	That a report-back on progress to establish the Catchment Reference Groups be provided to the Joint Committee	Willie Wright	February 2024	Open	This report-back has been delayed due to slower than expected progress.
15 November 2021					
Procurement of the Kaipara Moana Remediation Freshwater Management Tool (Item 5.1)	That KMR develop a long-term agreement with Auckland Council (Healthy Waters) for hosting, operation and maintenance costs associated with KMR's Freshwater Management Tool [FWMT]	Karina Marsom / AKL Council Healthy Waters team	Q1 2024 (TBC)	Open	Timing for this report-back depends on finalisation of the KMR FWMT tool (Tātaki Wai) which is not due until early 2024 (TBC).

TITLE: Joint Committee Forward Workplan

**Kaituhi Pūrongo |
Report Writer** Sophie Bone, PA and Governance Support

Te Kaupapa | Purpose

To receive the Joint Committee Forward Workplan.

Whakarāpopototanga | Executive summary

This report tables to the meeting an indicative Joint Committee Forward Workplan, which sets out a high-level view of expected discussions and papers to be tabled over the calendar year 2023. It serves as a helpful record for both the Kaipara Maurikura and the Joint Committee and will be refreshed for each Joint Committee Hui.

Whakataunga | Recommendations

1. That the report 'Joint Committee Forward Workplan' be received.

Ngā tapirihanga | Attachments

Attachment 1 - Joint Committee Forward Workplan [!\[\]\(ac13c516668a3b529e385da83084b241_img.jpg\) !\[\]\(9785750a6edead5e3cf5f752d010e69d_img.jpg\)](#)

KMR Joint Committee: Indicative Forward Workplan

Meeting	Hui	Workshop
27 February	<ul style="list-style-type: none"> • Reducing Barriers to Uptake • 6 Month Report • Interests management (OAG report) 	
27 March		<ul style="list-style-type: none"> • Soil Conservation
1 May	<ul style="list-style-type: none"> • Soil Conservation • Kōrero Tuku Iho • Annual Work Plan 	
12 June		<ul style="list-style-type: none"> • Risk / Opportunity • Impact Investment • Freshwater Policy / Plans
24 July	<ul style="list-style-type: none"> • Programme Rephasing • Interests Management 	
28 August		<ul style="list-style-type: none"> • Catchment Reference Groups • Digital Tools • Preliminary Year End results
18 September	<ul style="list-style-type: none"> • Field visit (Auckland Site) 	
30 October	<ul style="list-style-type: none"> • Annual Report 	<ul style="list-style-type: none"> • Programme Rephasing • Policy Settings • Joint Committee Meetings (2024)
27 November	<ul style="list-style-type: none"> • Audit and Annual report • Minor Policy Updates • Joint Committee Meetings (2024) 	

TITLE: **Audit and Annual Report**

Kaituhi Pūrongo | Ben Hope, Ringa Pūrongo
Report Writer Stephanie Versteeg, Amo-Rautaki Pākihi

Te Kaupapa | Purpose

This report serves to note the satisfactory Deloitte audit for 2022/2023 of the Kaipara Moana Remediation (KMR) programme, and submission of the associated KMR Annual Report to the Ministry for the Environment (MfE).

Whakarāpopototanga | Executive summary

Deloitte undertook a financial audit of the KMR programme as part of Northland Regional Council's annual audit process, reviewing the financials reported in the 2022/2023 KMR Annual Report.

This year's audit covered Year 3 of KMR operations. KMR received a clean (satisfactory) audit – i.e. no matters of interest were noted in the Audit Letter.

Following the audit process, KMR submitted the finalised Annual Report to the Ministry for the Environment (MfE), in line with Deed of Funding requirements.

Whakataunga | Recommendations

That the Joint Committee:

1. Receive the report 'Audit and Annual Report 2022/2023' from Ben Hope and Stephanie Versteeg dated 27 November 2023
2. Note the satisfactory audit of KMR for 2022/2023 (*Attachment 1*)
3. Note that the Kaipara Moana Remediation (KMR) Annual Report for 2022/2023 (*Attachment 2*) was sent to the Ministry for the Environment on 31 October 2023, as required under the Deed of Funding.

Horopaki | Background

The Annual Report provides an overview of KMR delivery in 2022/2023 (Year 3), and a financial account of how money has been spent against the 2022/2023 KMR Annual Work Plan.

The KMR Joint Committee received a draft final version of the Annual Report last month, and endorsed the Report subject to minor edits and layout and typesetting corrections.

The Annual Report is reviewed along with other materials by independent auditors (Deloitte) as part of KMR's annual audit process.

As per the KMR Memorandum of Understanding (MOU) and associated Deed of Funding with the Crown, the final Annual Report was sent to the Ministry for the Environment on 31 October 2023.

Tātari me ngā tūtohu | Analysis and Advice

Financial Audit

On 30 October 2023, Deloitte issued an Audit Letter (*Attachment 1*) noting the completion of the audit and giving a satisfactory (clean) audit result for KMR.

Considerations

1. Aromātai whāinga haumi mō te oranga | Wellbeing Investment objectives and assessment

Provision of an Annual Report to the Ministry for the Environment is a requirement under the KMR Deed of Funding. Each year, KMR's Annual Report sets out the programme's financial and activity-based reporting and progress on key performance indicators with the Ministry for the Environment. The Report includes an overview of wellbeing objectives supported and achieved during the year under review.

2. Ngā ritenga take pūtea | Financial implications

There are no financial implications from the Annual Report. Its preparation and audit are covered by the programme's general operating budget.

3. Ngā hiranga me ngā hononga | Significance and Engagement

In relation to section 79 of the Local Government Act 2002, the decisions arising from this report are considered to be of low significance when assessed against Northland Regional Council's significance and engagement policy. This does not mean that this matter is not of significance to tangata whenua and/or individual communities, but that the Joint Committee is able to make these decisions without undertaking further consultation or engagement.¹

4. Ngā tūraru me ngā mauru | Risks and mitigation

The Annual Report and Audit both provide transparency and accountability in respect of KMR's work programme, and assurance to funders and programme partners about KMR's performance.

5. Ngā urutau huringa-ā-rangi | Climate Change Mitigation and Adaptation

This Joint Committee paper does not have wider climate change mitigation and adaptation implications. KMR will do a small print run of our Annual Report on recycled paper using sustainable inks to minimise the impact, in line with the Deed of Funding with the Crown.

Pirihongi | Attachments

Attachment 1 - Deloitte Audit Letter (2022/2023) [↓](#) 

Attachment 2 - Year 3 KMR Annual Report [↓](#) 

¹ This Joint Committee operates under the Local Government Act which requires a significance and engagement policy (which identifies when matters require special consultation with tangata whenua and the community) and to have regard to that policy when making decisions. As the administrative support for the Joint Committee is provided by the Northland Regional Council, it is that Council's Significance and Engagement Policy that will apply to Joint Committee decision making.



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30 October 2023

Jonathan Gibbard
Northland Regional Council
As recipient for the Kaipara Moana Remediation Joint Committee
Private Bag 9021
Whangarei 0148

Dear Jonathan,

Agreed Upon Procedures Report – Kaipara Moana Remediation Programme

In accordance with our engagement letter dated 30 June 2023, we have performed the procedures agreed with you on certain financial information in the Kaipara Moana Remediation Programme (Programme) Annual Report (the subject matter) provided to the Ministry for the Environment (the 'Ministry' or 'MfE') who has provided funding to the Programme as outlined in the Kaipara Moana Remediation Deed of Funding dated 8 February 2021 (the 'funding deed'). The financial information reported is set out in clause 4.2(c) of the funding deed and will cover the period from 1 July 2022 to 30 June 2023. Our report includes factual findings and is intended solely for the purpose of assisting Northland Regional Council (the 'Council') in its capacity as agent or recipient for the Kaipara Moana Remediation Joint Committee (the 'Joint Committee') to report certain financial information on the Programme to the Ministry (the 'purpose') and may not be suitable for another purpose.

Responsibilities of Council as agent for the Joint Committee

The Council, as agent for the Joint Committee, have acknowledged that the agreed-upon procedures are appropriate for the purpose of the engagement.

Scope of our Responsibilities

We have conducted the agreed-upon procedures engagement in accordance with the International Standard on Related Services (New Zealand) 4400 Agreed-Upon Procedures Engagements ('ISRS (NZ) 4400'). An agreed-upon procedures engagement is limited to only performing the procedures that have been agreed with you and reporting the findings, which are the factual results of the agreed-upon procedures performed.

We make no representations regarding the appropriateness of the agreed-upon procedures.

Because the procedures do not constitute either a reasonable or limited assurance engagement in accordance with auditing, review or other assurance engagement standards issued by the New Zealand Auditing and Assurance Standards Board ('NZAuASB'), we do not express any opinion, conclusion or provide assurance on the subject matter. In particular, we did not subject the information contained in this report or given to us by Council, as agent

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for the Joint Committee, to checking or verification procedures except to the extent expressly stated in Appendix 1. This is normal practice when carrying out such limited scope procedures, but contrasts significantly with, for example, an audit as envisaged by the Local Government Act 2002. The procedures we performed were not designed to and are not likely to have revealed fraud or misrepresentation by the management of Council or the Joint Committee. Accordingly, we cannot accept responsibility for the detection of fraud (whether by management or by external parties) or misrepresentation by the Council or the Joint Committee. Had we performed additional procedures, or had we performed an audit or a review in accordance with auditing, review or other assurance engagement standards issued by the NZAuASB, other matters might have come to our attention that would have been reported to you.

The audits performed by Deloitte Limited, for and on behalf of the Auditor General, for the Council in current and prior financial periods were carried out in order to report to the readers of Council's Annual Report in accordance with the Local Government Act 2002 and are subject to separate engagement letters. The audits of the Council's consolidated financial statements were not planned or conducted to address or reflect matters in which anyone other than the readers of Council's Annual Report may be interested. In particular, the scope of the audit work was set, and judgments made by reference to the assessment of materiality in the context of the audited financial statements taken as a whole rather than in the context of this engagement. Deloitte Limited has not expressed an opinion or other form of assurance on individual account balances, financial amounts, financial information or the adequacy of financial, accounting or management systems. Deloitte Limited does not accept or assume responsibility to anyone other than Council and the Office of the Auditor General for its audits.

Professional Ethics and Quality Control

We have complied with the ethical requirements of the Office of the Auditor General's auditing standards and Professional and Ethical Standard 1 International Code of Ethics for Assurance Practitioners (including International Independence Standards) (New Zealand) ('PES 1').

Our firm applies PS-1 Quality Control ('PS-1') issued by the New Zealand Institute of Chartered Accountants, and accordingly, maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Procedures and Findings

The procedures were performed solely to assist you in meeting your purpose outlined above. The procedures performed and the factual findings obtained are in Appendix 1.

Restriction on Use of Report

This report is intended solely for your exclusive use and solely for the purpose set out above. We understand that a copy of this report has been requested by the Ministry solely for the purpose of assessing your compliance with the funding deed. We agree that a copy of this report may be provided to the Ministry for their information in connection with this purpose but, we do not accept any duty, liability or responsibility to the Ministry in relation to this report.

It is for you and the Ministry, to assess both the procedures and our factual findings to determine whether they provide, in combination with any other information you have obtained, a reasonable basis for any conclusions which you wish to draw on the subject matter.

This report is not to be used for any other purpose, recited or referred to in any document, copied or made available (in whole or in part) to any other person without our prior written consent. We accept or assume no duty, responsibility or liability to any party, other than you, in connection with this report or this engagement, including without limitation, liability for negligence in relation to the factual findings expressed or implied in this report.



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Our report on factual findings was completed on 30 October 2023 and our findings are expressed as at that date.

Yours faithfully

A handwritten signature in black ink, appearing to read "Bennie Greyling".

Bennie Greyling
Partner
for Deloitte Limited

Enclosure: APPENDIX 1: Factual Findings



APPENDIX 1: Factual Findings

In order to perform the agreed upon procedures below we obtained the Annual Report for the year ended 30 June 2023 that will be submitted by the Council to the Ministry pursuant to clause 4.1 and 4.2 of the funding deed.

General procedures	Findings
<p>1. Agree the total amount recorded as expenditure in the Annual Report to the relevant general ledger records for the Project obtained from the Council. Report any differences identified.</p>	<p>Total expenditure reported in the annual project report is \$9,476,542</p> <p>Total expenditure reported in the project general ledger obtained from the Council is \$9,476,542</p> <p>No differences identified</p>
<p>2. Agree the amount recorded as Member Party contributions in the Annual report to the relevant general ledger records for the Project obtained from the Council. Report any differences identified.</p>	<p>As per the funding deed, Northland Regional Council and Auckland Council are Member Parties.</p> <p>Total Member Party contributions in the annual project report is \$2,705,433 which includes both cash and in-kind contributions.</p> <p>Total Member Party contributions reported in the project general ledger obtained from the council is \$2,705,433</p> <p>No differences identified</p>
<p>3. Agree the amount recorded as grant funding invoiced and received from the Ministry, and the amount of grant funding not spent in the Annual Report to the relevant general ledger records for the Project obtained from the Council. Report any differences identified.</p>	<p>Total grant funding invoiced and received from the Ministry reported in the annual project report is \$9,135,430; with \$3,006,124 of the grant funding remaining unspent as at 30 June 2023.</p> <p>Total grant funding reported in the project general ledger is \$9,135,430; with \$3,006,124 of the grant funding remaining unspent as at 30 June 2023.</p> <p>No differences identified</p>
<p>4. Agree the amount recorded as funding contributions from other sources and the amount of funding contributions not spent in the Annual Report to the relevant general ledger records for the Project obtained from the Council. Report any differences identified.</p>	<p>Total funding contribution from other sources reported in the annual project report is \$2,209,743. Per discussion with management, this balance comprises interest received from term deposits, and in-kind contributions from landowners.</p> <p>Total funding contributions from other sources in the project general ledger obtained from the council is \$2,209,743.</p> <p>No differences identified.</p>



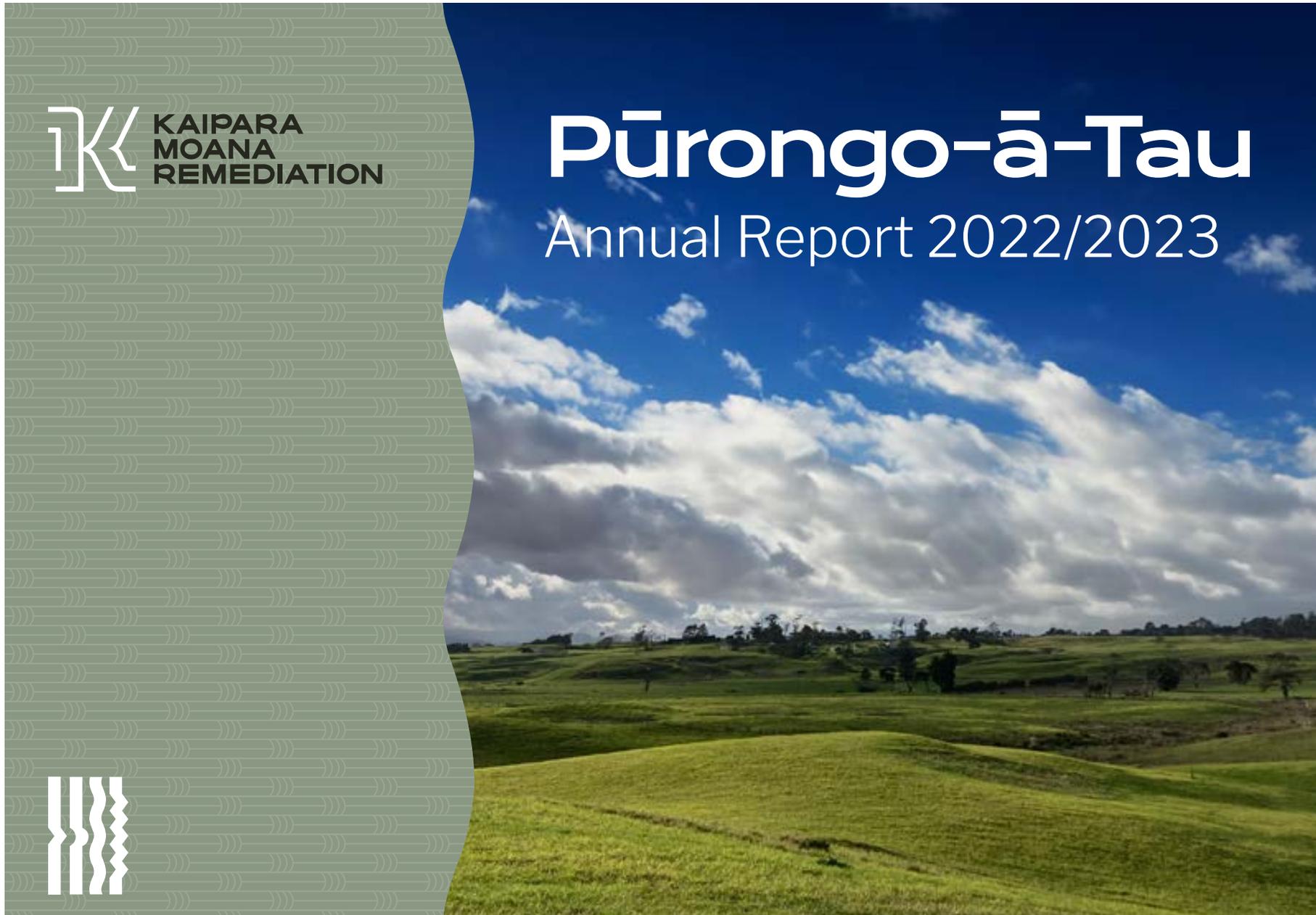
<p>5. Agree the following amounts to the relevant general ledger records obtained from the Council:</p> <p>(i) grant monies received from the Ministry, as per the reconciliations/confirmations received from the Ministry;</p> <p>(ii) expenses paid with the grant monies during the period as per the Annual report; and</p> <p>(iii) any interest received, as per the Annual report, by the Council on the grant.</p> <p>Report any differences identified.</p>	<p>We have agreed the following records from the annual project report to the project general ledger:</p> <p>(i) grant monies received from the Ministry of \$7,738,631 as per the confirmation received.</p> <p>(ii) expenses paid with the grant monies of \$4,732,507. We note that the total expenses paid with the grant monies should be \$4,732,507. No differences identified.</p> <p>(iii) Management noted that NRC did not receive/assign interest due to no treasury and funds management required for this year.</p>
<p>Grant Funding</p>	<p>Findings</p>
<p>6. Agree each of the grant funding receipts for the period from the project general ledger records to:</p> <p>(i) bank statements; and</p> <p>(ii) invoices provided to the Ministry.</p> <p>Report any differences identified.</p>	<p>We obtained the project general ledger record of the grant funding receipt for the period. This related to two transactions, and we have traced the receipt of the funding received to the bank statement and to the invoice provided.</p> <p>No differences identified.</p>
<p>Member Party Contributions</p>	<p>Findings</p>
<p>7. Agree each of the Member Party contributions for the period, as identified to us by the Council from the project general ledger records, to invoices or equivalent documentation from the relevant Member Parties and report any differences identified.</p>	<p>Per discussion with management, member party contributions comprise of cash and in-kind contributions.</p> <p>Furthermore, cash contributions are made up:</p> <p>(i) cash paid directly to the Kaipara Moana programme (bank account transfers)</p> <p>(ii) invoices and payroll costs paid directly by Council and Auckland Council (relating to work fully attributable to the Kaipara Moana programme).</p> <p>We obtained the project general ledger record of the member party cash contributions for the period.</p> <p>Total member party contributions from Auckland Council are \$1,309,682.11. This is made up of:</p> <p>(i) Cash receipts of \$1,176,492.02 - we have traced the receipt of funding received to the invoice provided and back to bank statements.</p> <p>The amount invoiced to Auckland Council at year-end is calculated based on the Memorandum of Understanding between all parties.</p>



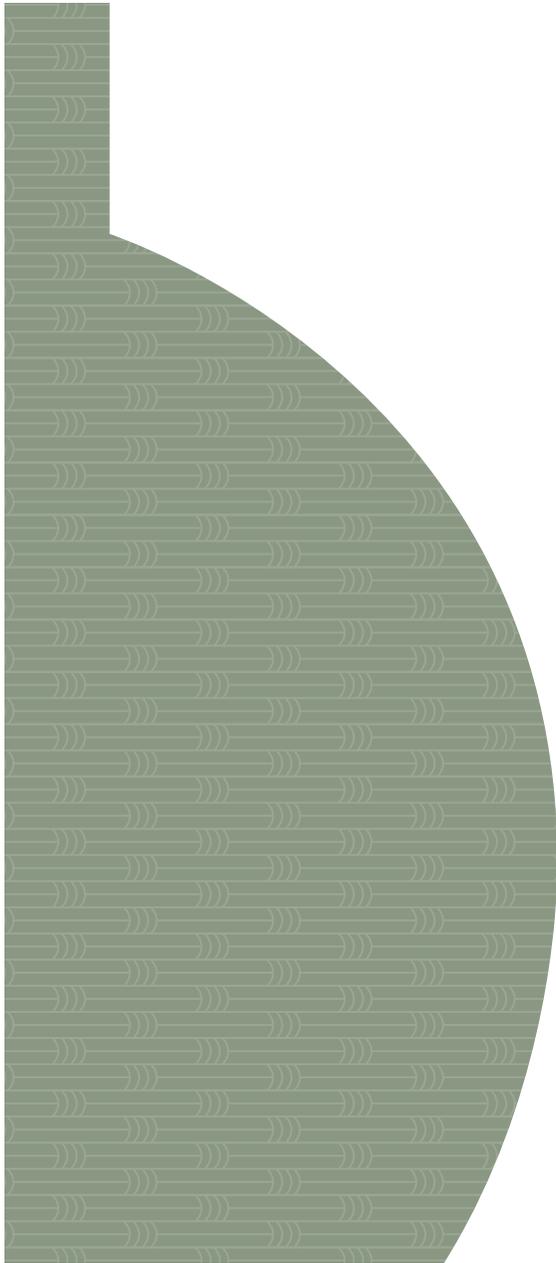
	<p>This apportionment is based on a percentage of the total expenditure for the project. The total cash expenditure is \$1,224,956.72. The variance of \$48,464.70 is traced to cash carry forward from FY22 of \$60,275.00 and cash carry forward to FY24 of \$11,810.30</p> <p>(ii) Costs paid directly by Auckland Council of \$84,725.40 – we have obtained the confirmation directly from Auckland Council and noted that the amount is \$85,645. A deduction of \$920 is applied to account for the difference from previous year.</p> <p>(iii) \$60,275 carry over from previous year and applied to the current year, as per (i)</p> <p>(iv) \$11,810.30 is an over contribution by Auckland council and represents contribution carried forward to FY24 as per (i)</p> <p>Total member party contributions from Northland Regional Council are \$1,309,682.11. This is made up of:</p> <p>(i) Cash receipts of \$NIL</p> <p>(ii) Costs paid directly by Northland Regional Council of \$1,383,940.52 – we have obtained a transaction listing for this balance and have selected 6 samples to trace through to the invoice (tested from an expenditure perspective).</p> <p>The number of samples selected was structured such that for every \$250,000 of cost incurred, one sample was selected, using a random number generator. The total costs paid exceeds the total member contribution by \$74,258.41.</p> <p>(iii) Cash payments of \$61,582.51 to NRC based on the Memorandum of Understanding between all parties, and</p> <p>(iv) \$12,729.9 - an over contribution by NRC and is represented as a contribution carried forward to FY24.</p> <p>For the in-kind contributions we have agreed the income recognised to the in-kind expenditure recorded. This has been sample tested from an expenditure perspective (procedure 9 and 10).</p>
<p>Funding Contributions from other sources</p>	<p>Findings</p>
<p>8. Using a random number sampling tool, agree a sample of funding contributions from the project</p>	<p>Funding contributions from other sources comprise of interest earned on unspent funds and landowner in-kind contributions.</p>



<p>general ledger records provided to us by the Council to:</p> <p>(i) bank statements if received in cash, and (ii) invoices or equivalent documentation.</p> <p>Report any differences identified.</p>	<p>Management noted that NRC did not receive/assign interest due to no treasury and funds management required for this year.</p> <p>For the in-kind contributions we have agreed the income recognised to the in-kind expenditure recorded. This has been sample tested from an expenditure perspective (procedure 9 and 10).</p> <p>No differences identified.</p>
<p>Project Expenditure</p>	<p>Findings</p>
<p>9. Using a random number sampling tool, agree a sample of project expenditure items from the project general ledger records provided to us by the Council, to invoices and report any differences identified.</p> <p>10. For each expenditure sample (per procedure 9) record the nature of the expenditure from the invoice and obtain an explanation from Council management as to how this expenditure is appropriate under the funding deed.</p> <p>With respect to the sampling undertaken for funding contributions from other sources (procedure 8) and project expenditure (procedures 9 and 10) the number of samples selected will be structured such that approximately one sample will be selected for every \$250,000 of funding or expenditure.</p>	<p>Per discussion with management, project expenditure comprise of cash contributions and in-kind expenditure.</p> <p>The number of samples was structured such that for each category of expenditure one sample was selected for every \$250,000 of cost incurred, using a random number generator.</p> <p>For each of the 37 samples, we agreed the balances to invoices (or other supporting documentation where appropriate i.e. timesheets). We obtained explanations from Taka Skipwith (Financial Accountant) at Northland Regional Council and Stephanie Versteeg (Strategic Business Manager) as to the nature of the expenditure and confirm that they were in accordance with the funding deed.</p>







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Kupu Whakataki Chair's Foreword



Kaipara Moana Remediation (KMR) is intended to be a long-term, intergenerational programme. This year's Annual Report demonstrates that KMR is making rapid progress in scaling up its work directly with landowners to protect and restore Kaipara Moana. However, KMR is still working to develop the more integrated programme envisaged under the KMR Memorandum of Understanding.

In time, KMR will rest firmly on two solid foundations. The first is soil conservation – a science-led and holistic approach to protect the precious soils in the catchment and to retain them at their point of origin, so they do not flow into the waterways and pollute the Kaipara Moana. The second is to yield the distinctive and unique contribution of the communities in the catchment, both as landowners as well as tangata whenua, to improve the health and wellbeing of the Kaipara Moana by using their deep knowledge of the area – contributions that cannot be sourced from any other place.

Both foundations are in development now. Both will amplify and support greater restoration efforts by landowners across the catchment, while safeguarding the wise and efficient investment of the available funding. Together, they will create place-based, local solutions to specific local challenges in terms of reducing sediment losses from the whenua into the Moana, and both will recognise that there are places of particular significance in terms of environmental and cultural values.

I therefore encourage landowners, Kaipara Uri, iwi, hapū, marae, whānau and other community members in each of the seven river systems across the entire Kaipara Moana catchment to come together to create a shared path towards protecting the waterways flowing into the Moana. Only by supporting action from the headwaters of each river to the Kaipara Moana itself can KMR succeed in its long-term goal of halving sediment flows into the Moana.

A handwritten signature in black ink that reads "Tame Te Rangī".

Tame Te Rangī
Chair

Ngā Aronga a te Pou Tātaki



Pou Tātaki Foreword

This report describes Kaipara Moana Remediation's progress and achievements to 30 June 2023, a year of major transformation as KMR evolved from a 'start-up' into programme maturity.

As we cycled through our first full year of operational delivery, KMR made some significant shifts: ramping up our communications and outreach into communities across the Kaipara Moana catchment, moving to a digital-first approach to develop sediment reduction plans, and consolidating and streamlining core business processes.

However, the year was dominated by ongoing adverse weather, including the Auckland Anniversary floods and Cyclone Gabrielle. The storms and rains affected many of our communities, as well as KMR staff, governors and programme partners, disrupting KMR activities and significantly affecting landowner ability to engage with us and take action through the programme.

Given these ongoing challenges, I am even more proud of the KMR team's achievements over a relatively short time. By 30 June 2023, 18 months into programme delivery, KMR had contracted over \$10.3 million in project value, creating over 190,000 hours of new employment in rural communities, and supporting 49 local businesses and nurseries.

In our latest annual results, KMR exceeded targets for retiring and planting eroding streambanks and hillsides, working with over a third of the landowners in the catchment.

At the time of writing, KMR has just achieved the milestone of one million native trees planted or contracted to plant over winter.

We have also invested significantly in capability by training and mentoring 56 people, including many from local iwi/hapū. Good progress has been made towards developing future career pathways for them, enabled by KMR's new digital technologies.

While KMR's focus is unrelentingly on reducing sediment, taking action to protect and restore the Kaipara Moana brings wider benefits. Restoring wetlands, planting trees and regenerating vegetation on erodible land all increase carbon storage and create space for valued species to thrive. With KMR now investing in projects *ki uta ki tai* – on an integrated whole-of-catchment basis – there is a growing opportunity for nature-based solutions to strengthen the resilience of our landscapes and farm systems in the future. Come and join us.

A handwritten signature in blue ink, appearing to read 'Justine Daw'.

Justine Daw
Pou Tātaki





Ko ā mātou Mahi

Our Work

The Kaipara Moana is the largest natural harbour in the Southern Hemisphere, and a place of global environmental significance.

As Aotearoa's largest harbour system, the Kaipara Moana includes 6,000 km² of catchment spanning Auckland and Northland regions, with 8,110 km of waterways flowing into the harbour. The Moana has deep environmental and cultural value, with many taonga species and some the rarest ecosystems in New Zealand, including sand-dune, seagrass, freshwater and estuarine wetland ecosystems. As the breeding ground for New Zealand's snapper fishery, the Kaipara Moana also has major economic and recreational value.

However, high sediment levels have put this at risk. Decades of deforestation and land-use intensification have degraded the catchment. Today, less than 10% of original native forest and 5% of wetlands remain, leading to a seven-fold increase in average annual soil erosion and associated sediment washing into the Moana (~700,000 tonnes). Over 800 km² of the catchment is considered highly erodible land.

Sediment is the critical contaminant in the catchment: it can carry harmful nutrients, pathogens affecting human health, and heavy metals.

In high concentrations, such contaminants can make people and animals unwell and water quality unsuitable for swimming, drinking or mahinga kai (food gathering).

The significant impacts of sedimentation on the Moana are well-documented, with studies showing that species and habitats are smothered, leading to ecological losses.

On 9 October 2020, the Ministry for the Environment, Ngā Maunga Whakahii o Kaipara, Te Rūnanga o Ngāti Whātua, Te Uri o Hau, Northland Regional Council and Auckland Council signed a Memorandum of Understanding (MOU) to jointly establish Kaipara Moana Remediation, a decade-long programme to protect and restore the mauri of the Kaipara Moana.

KMR is a \$200m programme, comprising \$100m from the Crown through a Deed of Funding, matched by \$10m each from Northland Regional Council and Auckland Council, as set out in each region's Long Term Plan (LTP). A further \$80m of remediation activity is budgeted to be sourced in various ways from landowners, industry associations, community and philanthropic organisations. Such an approach recognises that widespread action across the catchment is needed to restore the Kaipara Moana, while reflecting that for every dollar of Crown funding, a matched contribution is required.



Rautaki Tūmahi Tau Tuatoru

The Year in Review

This Annual Report looks back at the period 1 July 2022 to 30 June 2023 and reports on KMR's ongoing evolution and achievements.

Eighteen months into full operational activity, KMR's efforts to revitalise the mauri of the Kaipara Moana have scaled up rapidly, with the programme maturing into a phase of consolidated delivery.



Maurikura Matomato Thriving Maurikura

The Kaipara Maurikura is the operational unit that leads the delivery of the KMR programme. This year saw the appointment of a monitoring and evaluation specialist, bringing the KMR team to 11.75 full-time equivalent staff (FTE).

As the KMR programme has matured, the leadership focus has shifted from team building and alignment, to role clarity for staff and project planning. A further focus has been to streamline and document core systems and processes, and review and sign-off pathways. This is particularly important as KMR scales up programme delivery via the training and deployment of external contractors.

In terms of systems development, a major focus this year has been the pilot and roll out of Mātai Onekura, KMR's Whenua Planning Tool, to aid the development and oversight of KMR Sediment Reduction Plans. Both Kaipara Maurikura staff and external delivery partners have been trained and mentored on the Whenua Planning Tool, with ongoing support from the Maurikura for Field Advisors and Kaitiaki Field Advisors (see the *Digital Tools* section).

Kaipara Maurikura staff also benefited from other training and development opportunities through the year. All staff were able to access Northland Regional Council's Te Whāriki programme and undertook training on the Treaty of Waitangi.

Two contracted staff began work to accredit as Registered Forestry Advisors to ensure that KMR can continue to provide advice on afforestation projects.

KMR work is largely dictated by seasonal cycles. As the programme moved into its second annual cycle of operations, we reviewed and improved key elements of our operations. This involved seeking feedback from both landowners and partners, and led to a raft of minor improvements, increased technical training and support, and a refreshed calendar of engagement and activity.

A cohesive team, the Kaipara Maurikura demonstrated resilience, and offered awhi (support) to each other and many partners and landowners in what was a challenging year. KMR delivery was delayed at several critical points by adverse weather, including significant events such as the Auckland Anniversary floods and Cyclone Gabrielle, as well as COVID-19 outbreaks which limited our ability to engage with communities and programme partners.

Mana Kawenga, Mana Tātaki me te Hanga Mahere Governance, Management & Planning

The KMR Joint Committee continued to provide governance direction and decision-making to the KMR programme, as set out in the Memorandum of Understanding. In line with local government settings, all hui agendas and minutes were made available publicly on the KMR website, with meetings recorded and published online.

In-person Joint Committee hui resumed on marae in 2023 to facilitate engagement with haukāinga and local communities, and better share information about KMR, its aims and grant funding opportunities.

The October 2022 Local Government elections brought with them a change in appointed members to the Joint Committee from both Councils. Acknowledging other evolution in membership of the Joint Committee, an induction to KMR was held in December 2022 for all Joint Committee members. This offered a chance to reflect on the establishment phase of KMR (the period from the Deed of Funding coming into effect in February 2021 to February 2022, when the full complement of Kaipara Maurikura staff came on board) and subsequent progress in operationalising the

KMR programme. As part of this induction, the Joint Committee undertook a field trip to visit KMR projects on the whenua and meet with landowners taking action with KMR's support.

Throughout the year, KMR continued to engage regularly with the primary investor, the Ministry for the Environment (MfE), on programme progress. The Minister for the Environment and senior officials from the Ministry joined the Joint Committee induction field trip to see first-hand the impact of the Jobs for Nature investment and KMR programme delivery. KMR also continued to engage directly with senior leaders of partner entities to provide regular updates on KMR progress, share information about programme direction and signal forthcoming opportunities.

During the year, MfE and KMR undertook a joint review (validation) of KMR performance against the Annual Work Plan. This verified KMR programme performance delivery and reporting against key performance indicators. KMR also received a clean audit report as part of the regular annual audit process.

As KMR is a voluntary programme, individual landowner willingness to engage and contribute time and resources is critical to the delivery of sediment reduction projects. A landowner's location, whether they wish to do the project work themselves or outsource it, and the timing of project work on the land directly affects supplier, contractor and nursery demand and supply requirements, as well as how KMR manages workflows relating to the administration of grants and associated contracts. In response,

KMR's project planning and programme management processes were refined and improved during the year to better reflect the realities of a seasonal programme that is highly dependent on weather conditions. KMR's digital tools underpinned these improvements in programme oversight and monitoring.

The Joint Committee represents the KMR MOU signatories:

- Ngā Maunga Whakahii o Kaipara (2 members)
- Te Uri o Hau (2 members)
- Te Rūnanga o Ngāti Whātua (2 members)
- Northland Regional Council (3 members)
- Auckland Council (3 members)

The Joint Committee appoints a chair from the Kaipara Uri members (Tame Te Rangi) and a deputy chair from the council members (Penny Smart followed by Amy Macdonald in Year 3).

Members across the 2022/2023 year also included Cherie Povey, Daniel Newman, Danielle Hancock, Georgina Curtis-Connelly, Greg Sayers, Jack Craw, Jane Sherard, Joce Yeoman, John Blackwell, Kerrin Leoni, Malcolm Welsh, Michelle Carmichael, Taiāwhio Wati and Virginia Warriner.

In Year 3, the Joint Committee held five formal meetings and five workshops in the period to 30 June 2023.



Tukunga Kaupapa Programme Delivery

Accelerating sediment reduction

To support the scale of KMR's work across 6,000 km² and two diverse regions, a growing number of partnerships underpin KMR's programme delivery. KMR's ongoing strategic partnerships with Fonterra, The Forest Bridge Trust and Environs Te Uri o Hau (on behalf of Kaipara Uri) have been key to ensuring effective outreach to the diverse and often remote communities whom KMR supports. Our partners draw on their existing relationships, networks and forums to engage landowners, communities and iwi/hapū groups to develop sediment reduction plans and work with them to oversee delivery of the associated projects.

In December 2022, KMR put out a call for flagship project sites across the Kaipara Moana catchment from landowners keen to lead larger-scale or innovative sediment reduction projects. An important element of these 'Navigator projects' is that project leaders will share their experiences and learnings with others in their community, iwi/hapū or sector. KMR received 24 proposals, with 13 Navigator projects now at various stages of delivery, and two further Navigator projects in development at the time of writing.

Our 'Winter Planting' campaign in 2023 was central to significantly boost sediment reduction projects to protect waterways. With a focus on engaging primary sector landowners across the catchment, KMR implemented a more streamlined process to support winter planting, as well as planting targets to better support our accredited nurseries. In winter 2023, KMR also shifted to support native planting on steep, erodible hill country where sediment loss to waterways was able to be directly demonstrated.

Our partnership with Fonterra continues to go from strength to strength. Since its inception, the KMR / Fonterra Partnership has delivered 284 Tiaki (Farm Environment) Plans and associated projects (136 in 2022/23) and committed landowners to 176 kilometres of new and additional fencing (79 km in 2022/23) and more than 68,000 native plants near waterways (41,000 in 2022/23).

New delivery partners joined the KMR team this year, including an on-farm extension pilot with Kaipara Agri Solutions and Kaipara Farm Vets operating across Dargaville, Ruawai, Te Kōpuru and nearby areas in the Kaipara District. This collaboration draws on the trusted relationships between vets and landowners, and the technical expertise of Kaipara Agri Solutions to support drystock farmers to retire and plant up waterways and erosion-prone hillsides.

Supporting our landowners

Throughout the year, ongoing adverse weather – particularly high levels of rainfall and resulting boggy and slippery on-farm conditions and localised flooding – delayed many of our landowners in undertaking projects. These delays were compounded by the impacts of extreme weather events such as the Auckland Anniversary floods and Cyclone Gabrielle, which led to major landslides, slips, roading and access-way washouts and damage to fencing and planting.

In line with our values, KMR offered support through the New Zealand Rural Support Trust to landowners affected by localised weather events. With support from the Ministry for the Environment, we rapidly designed and rolled out a KMR Cyclone Recovery Fund to support the restoration and/or relocation of affected projects. KMR also supported landowners who needed to defer project works to the following season, offering a streamlined contract variation process.

This year saw the evolution of KMR's Whenua Whānui Fund (WWF) which supports collectives such as iwi/hapū, marae, kaitiaki, community and landcare groups, trusts and reserve boards to participate in sediment reduction projects. Following feedback from groups across the catchment, WWF grants now support up to 70% of estimated project costs, including an initial upfront payment which can be made once a Sediment Reduction Plan and contract are in place to enable the project to start.

Growing people

As a Jobs for Nature investment, KMR has a dual focus on both supporting people into jobs and providing upskilling. By 30 June 2023, 18 months into operational delivery, 28 local businesses and 21 nurseries were accredited as KMR suppliers, resulting in over 190,000 hours of employment in local communities and tangible economic benefits in rural and often remote areas of the catchment. At that date, a further 65,000 hours of work was committed under contract, bringing the total new work generated or contracted by the programme to 255,000 hours by 30 June 2023.

In 2023, KMR trained a further 18 local Field Advisors to work with landowners and develop sediment reduction plans, bringing the total number of Field Advisors to 56, including people from local iwi/hapū, women and career changers, and young people.

KMR's contracted Field Advisors are actively mentored and supported through a Community of Practice, with significant investment in training and development, including on KMR's new digital tools. With our younger Field Advisors naturally geared to navigate digital ways of working, we anticipate that KMR's digital tools can act as an important gateway to developing greater technical skills and employment pathways for interested rangatahi.

In November 2022, KMR signed a Memorandum of Understanding with the New Zealand Association of Resource Management (NZARM) to strengthen training and employment outcomes in the Kaipara Moana catchment. Through this collaboration, KMR piloted the development and roll-out of two national training courses to support our Field Advisors to obtain qualifications as Freshwater Farm Planners in future. Both courses integrated Te Ao Māori and Western science approaches to demonstrate complementary ways of understanding erosion risk in the landscape and potential pathways for mitigation.

KMR's commitment to workforce development is shared with the Ministry of Social Development (MSD), with whom KMR signed a Memorandum of Understanding in December 2021. Through this partnership, KMR and MSD have jointly funded a Kaitiaki Employment Advisor based within the Kaipara Uri, to engage with rangatahi and facilitate entry into nature-facing employment.



Ngā Mahi Rauora, Ngā Whiwhinga

Year 3 results at a glance

In Year 3,
KMR worked with

368

landowners across the
catchment to deliver:

347 km

of fencing completed or contracted

242 Sediment
Reduction Plans and

49 second-year
project plans

\$5.4 m

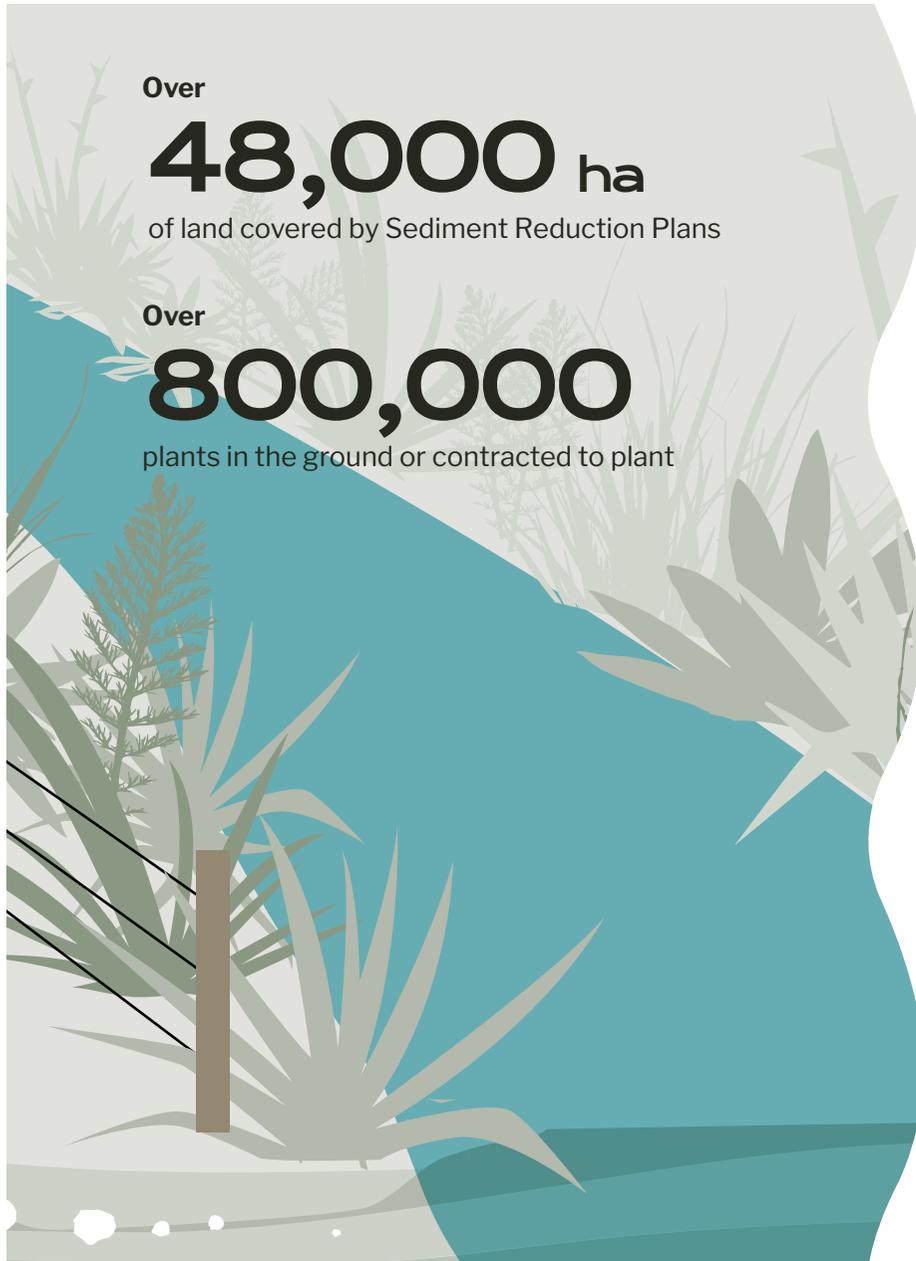
worth of sediment
reduction project support

Over
160 ha

of land planted or
contracted to plant

Over
74,000

hours of new work



Over
48,000 ha
of land covered by Sediment Reduction Plans

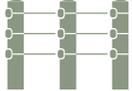
Over
800,000
plants in the ground or contracted to plant

KMR has delivered these results in the programme to date (30 June 2023):

 Over
530
landowners taking action or scoping projects through KMR

 Over
440
Sediment Reduction Plans contracted with landowners

 Nearly
100,000
hectares of land managed under Sediment Reduction Plan

 Over
480 km
of fencing completed or contracted

 Over
950,000
native plants in the ground or contracted to plant

*Full KPI results can be found on page 34.

Pārongo me ngā Hononga Communications & Engagement

To deliver on our objectives, KMR must first reach agreement with landowners, or a group that has the landowner's permission, in order to support sediment reduction activity on their land. Landowner engagement and participation is therefore critical to the success of KMR. As a voluntary programme, KMR has worked hard to build awareness of the funding support available to landowners in a variety of ways.

Sharing our stories

This year, KMR continued to develop and share a range of KMR stories which profiled the aspirations and journeys of landowners, staff, suppliers and nurseries. These personal stories highlight the diversity of projects KMR can support, and are intended to inspire others to take action by showcasing the passion and commitment of those already involved. Throughout the year, KMR stories featured on various media platforms, including Newshub, Stuff and national newspapers, as well as via television coverage. Locally, KMR focused on having local people tell local stories, particularly in newspapers and newsletters that are widely read in rural areas.

Traditional media campaigns were also run to raise awareness of winter planting and a social media presence was established to create more inclusive avenues for communication, particularly among younger members of the community. Growth on Facebook, Instagram and LinkedIn is continuing to rise, creating a network of people nationally and globally who are following our mahi with interest.

Six digital pānui (updates) were produced during the year, and sent to our growing stakeholder database, covering a variety of stories from on-the-ground projects by famers, local champions, iwi/hapū and schools, to funding opportunities and technical updates on KMR's evolving policy settings.

Outreach and engagement

KMR is founded on the notion of landowners taking action across the catchment to protect and restore the mauri of the Kaipara Moana. Mana whenua participation is central to KMR's outcomes and recognises the unique perspectives and kaitiakitanga contributions that iwi/hapū can offer to reduce sediment flows into the Moana, both as landowners as well as tangata whenua.

Led by our Mana Whenua Relations leader and Community and Hapū Engagement Advisor, KMR has engaged with 53 Kaipara Uri, governance entities, iwi, hapū, marae, whānau and mana whenua groups across the catchment. Much of this engagement has focused on the various freshwater projects that are in train or development, supported by KMR's Whenua Whānui Fund scheme.

To date, the KMR team has worked with 35 groups to understand their aspirations for the whenua, awa and the moana. Together, proposed projects were scoped in order to develop sediment reduction plans and unlock KMR funding. The projects are diverse, and include collaborative projects on public land, private land, whenua Māori land and other land with multiple ownership. Such projects are important to empower mana whenua to achieve their vision.

KMR continues to progress a sub-catchment model to enable engagement and participation of mana whenua, working closely with local landowners to assist in community-led mitigation of sedimentation to their awa and ultimately reducing sediment flow to the Kaipara Moana.

Through programme accreditation for both nurseries and suppliers, and through our investments in workforce as part of the Cyclone Recovery Fund, KMR has also supported significant mana whenua employment.

This year saw a focus on engaging with primary sector-facing organisations and groups in the catchment as KMR scaled up from waterways to include eroding hill country. KMR worked with a number of sectoral agencies to share information through their networks and communications channels, including in-person events. As part of the Collaboration Tai Tokerau project, KMR was featured on a podcast which highlighted the opportunities for landowners to increase sustainability on farm. Our Field Advisors also played a key role in engaging landowners – 'over the fence' word of mouth has always been an important communication channel in rural communities.

Supporting our networks

During the year, KMR hosted two public Partnership Forums, with a third cancelled by adverse weather. The first updated participants on the completed Te Paiaka (native root strength) project, opportunities for KMR to support kaitiakitanga, and the Kaipara Pest Free project. The second forum showcased opportunities for landowners to generate revenue by working with KMR partners such as Tāmata Hauhā and Toha. A case study from Wai Kōkopu (Bay of Plenty) was shared of a landowner retiring and planting eroding hillsides to reduce input costs and increase on-farm profitability. Farming with Native Biodiversity also presented on their free e-learning resources for landowners and kaitiaki. In the last year, 83 agencies participated in a KMR Partnership Forum.

KMR staff participated in various webinars and forums, including with NorthTec and the University of Auckland, to highlight the opportunities available through nature-based employment. Staff attended a number of Field Days, A&P shows, and networking events hosted by programme partners and sector groups.

Throughout the year, KMR continued to share best practice with other groups and programmes, in line with our role as a system leader and innovator. We presented at various national conferences and regional forums, shared knowledge at local events, and engaged with two early-stage harbour restoration projects.



Ngā Huarahi Whiwhinga Opportunities

Various strategic and commercial opportunities were progressed over the year, including the strategic partnerships discussed earlier in this report. Examples this year include KMR's ongoing partnership with Trees That Count to secure 24,983 trees donated to the programme, with 25,000 planned for planting in winter 2024, and development of a further commercial arrangement to supply free trees to landowners.

KMR continues to partner with local providers to offer supplier discounts for KMR projects, with a focus on supporting New Zealand companies and products and removing plastics from use near waterways. This year, through a partnership with EmGuards, KMR was able to support schools and other groups in the community by supplying free plant guards, to reduce the threat of browsing pests to waterway planting projects. The plant guards provided a vehicle to grow community and tamariki awareness of KMR and highlight the support available to community groups through the programme.

We continued a pilot project with QEII National Trust to lock in the biodiversity gains from KMR projects that were near to remnant forests with conservation values, as well as support The Nature Conservancy and Auckland Council to progress potential future opportunities from 'blue carbon' sequestration in saltmarsh areas.

KMR supported the *Coastal People Southern Skies* National Centre of Research Excellence to scope research focused on the Kaipara Moana, and develop Ngā Puanga Pūtaiao Fellowships for early- and mid-career Māori and Pacific researchers, some of whom are expected to focus their research in the catchment.

We also collaborated with local company Phathom which donated a next-generation continuous water monitoring device to measure real-time turbidity and total suspended solids as a way of better understanding sedimentation in one of the major river systems flowing into the Kaipara Moana.

Through a partnership with the Ministry for the Environment, the Ākina Foundation and Beca, we completed a project to review medium-term impact investment opportunities. As an example, revenue from carbon and biodiversity markets can reduce costs for landowners wanting to take action through KMR and help our investments 'go further' in support of new (and additional) sediment reduction projects. As third-party contributions are part of the \$80 million in matched funding contributions required under the KMR Deed of Funding, this revenue could help reduce barriers to landowners taking action.

KMR will return to exploring opportunities once work has been completed in the soil conservation, freshwater farm plan and digital tools areas (see the *Looking Ahead* section). In the immediate future, we will prioritise new partnerships that deepen community action in the catchment.

As an example, this year, we progressed early-stage discussions with Mountains to Sea to understand the mutual opportunity to establish and support new catchment groups in the Kaipara Moana catchment through the new *Wai Connection* programme.

Mana Tātaki Tūraru Risk Management

Through standard risk register and project management processes, risks to KMR delivery are actively reviewed and mitigated. These include risks that co-funding obligations are a barrier to landowner participation, risks relating to managing expectations that KMR can invest in, or support needs, beyond sediment reduction, and the risk that programme modelling assumptions are inaccurate – for example, planting activity is less than anticipated at this stage of the programme as landowners focus on regulatory compliance (fencing).

Other significant risks that are more difficult to mitigate include economic headwinds which affect landowner participation, significant weather events that impede landowners from participating in the programme and delay or damage remediation works, and ongoing labour force impacts on project timeframes, all of which can affect the timing and cost of projects.



Ō tātou Tāngata People of KMR

This mahi is bigger than just the team delivering it and in the last year we have worked hard to capture the stories of the ‘people of KMR’. Everyone we connect with has a story about the Kaipara, whether they be kaitiaki, landowners or tamariki. With every individual, there is a connection to the Moana, be it through whakapapa, going back generations, or a more recent connection with those inspired to live near and on the Kaipara Moana.

Our work is focused on restoring the mauri of the Kaipara Moana and that includes acknowledging the connections people have with the Moana. We also acknowledge the incredible work that began many years before this project, and which continues, as people strengthen their ties to the Kaipara Moana and the whenua.

Schools in Action

Working with Enviroschools, Whitebait Connection and local hapū, KMR continues to support a growing number of Auckland and Northland schools to play a part in protecting the Kaipara Moana by planting native trees.



As part of community-led work to restore the Puapua wetland on the Tinopai Peninsula, keen locals and tamariki helped plant locally-sourced wetland and riparian species. Tamariki from Tinopai School decorated KMR plant guards to protect the trees and shrubs from browsing pests such as rabbits and pūkeko, and help ensure the trees thrive for years to come. Recent planting days also involved students from Paparoa and Maungatūroto Primary Schools, planting hundreds of native trees and grasses on the banks of Paparoa Stream.



More recently, Parakai School and Parakai Kindergarten children worked together to plant hundreds of native grasses and trees on the banks of a nearby waterway in the West Auckland township. According to Auckland Regional Coordinator for the Whitebait Connection, Briar Broad, “hands-on experience in nature is the key to inspiring and engaging our tamariki to become kaitiaki of the environment they live in”.



Community Action

Over the past year, KMR supported a number of community planting events, through our Whenua Whānui Fund or directly working with local councils, iwi/hapū, schools, partners and commercial suppliers. One such event was a community planting day on the Kaiwaka riverbanks. The river is a taonga for Te Uri o Hau, and was once full of eels and baby mullet, with nearby trees full of kingfishers and other birds who fed on the local insect life.

Planting the river margins will help protect and restore the river for future generations, and also reduce the impacts of future floods and storms by slowing the water flow, and holding the soil on the riverbanks, preventing it from washing into the river.

The community came together to plant around 1,100 plants on Mother's Day, with families planting trees in honour of their mothers, and the locally designed and manufactured cardboard plant guards providing a 'canvas' for children's drawings and messages.



40 KAIPARA MOANA REMEDIATION



Cyclone Recovery

Auckland's Kaipara Flats and Kaipara Hills areas were significantly affected by the extreme weather events of early 2023.

Among those facing severe damage to their property were Geoff and Hayley Clayton, who have worked with KMR and our programme partner, The Forest Bridge Trust, since they began farming their 135 ha farm. The Claytons are passionate about restoring their land's ecological values and improving the on-farm waterways which flow into the Lower Hōteu River. Through an ecological restoration plan, the Claytons are taking action to exclude stock from the rivers and streams, retire some of the farm's steepest land, and undertake restoration planting to reduce sediment losses into the Kaipara Moana.

When Cyclone Gabrielle damaged large parts of the farm including KMR project areas, KMR stepped in to help through our Flood and Cyclone Recovery Fund. The Fund supported affected landowners to replace or relocate damaged planting and fencing. Given the severity of the damage, KMR supported the Claytons to fence off areas of pasture beyond what was originally planned to ensure sensible management units for farming and reduce risk from future adverse weather events. With the support of a third-party commercial co-investor, KMR also supplied 2,000 free mānuka to plant over the worst affected slip faces and help stabilise the land.

Hayley Clayton spoke on behalf of the family when she said, "KMR has been fundamental in helping us to work towards achieving our goal of nurturing our land back into an ecologically diverse farm. Post-Cyclone Gabrielle, which was an incredibly stressful and devastating event, KMR were there to not only reinstate fencing that we'd lost but provide support and funding for how we could address and remedy the massive number of land slips we'd suffered. We are incredibly grateful for our partnership with KMR and The Forest Bridge Trust".

Whānau Leadership

The Connelly whānau has a family-owned land block in Ōruawharo Peninsula that has been used for farming and as a source of kai for three generations. The neighbouring land is the start of the Kōhareare Creek, which runs through the Connelly whenua, where it connects with the Ōruawharo River. Liz Connelly, who is a Rongoā practitioner, is focused on using permaculture with a whole farm outlook. The whānau is at its early stages of creating a market garden, providing kai for the local marae, while also growing a flourishing block of taonga rongoā species.

Being part of the local community, kura and marae means there is a steady stream of helping hands to work across the whenua and help achieve the shared vision. KMR is supporting restoration work around the creek through plant species advice and some workforce support. In 2023, just over 6,000 trees went into the ground, with the next step being to talk with neighbours about a plan for restoring the entire length of the creek.



NZARM and KMR pilot national training courses

Living our values as a Jobs for Nature programme, KMR hosted a two-day wānanga at Te Ātiu Creek. Around 25 KMR Field Advisors and a number of partners came together for practical training on wetlands and soil erosion risk management, interwoven with mātauranga Māori approaches.

The training was developed through KMR's partnership with the New Zealand Association of Resource Management (NZARM) which is leading the development of a programme to build national capability and capacity across the Freshwater Farm Plan system.

CEO of NZARM, Matt Highway, said it was a great event to be a part of and to see the partnership start to deliver on-the-ground results. "Everyone was positive, excited to learn, and it's great to see people beginning to understand the real work that goes into land management. We look forward to scaling such events across the country."

The pilot courses are being reviewed and further developed for wider application and roll-out around the country. Those participating in the training will be invited to join the national register of freshwater farm planners, being developed by NZARM to support access to personalised learning and training support.







Navigators charting the way

KMR 'Navigator projects' are flagship projects that aim to demonstrate and champion best practice in reducing sediment losses from the land, and share learnings with others in their community, iwi/hapū or sector.

Navigators Penny Smart and Hal Harding run a 480-hectare dairy farm on a mix of rolling Te Kōpuru sand hills and Kaipara flats, in the Northern Wairoa sub-catchment of the Kaipara Moana catchment.

Over the years, on the property's steeper areas and wetlands, Penny and Hal have worked to exclude stock and undertake planting. Their KMR Navigator project will significantly extend protection and restoration of the wetlands across the property, also supporting rare

and hard-to-spot matuku hūrepo (bittern) as well as a native orchid. In winter 2023 alone, Penny and Hal planted 47,000 native flax, shrubs and trees to protect and restore their wetlands.

Another Navigator, the Tangowāhine Catchment Group, has a very different focus, providing coordination and advisory services in the Tangowāhine sub-catchment. The group aims to bring the community together behind a common purpose of everyone playing their part in reducing erosion into the Kaipara Moana. This Navigator project is in its early stages and aims to work with individual landowners, primary sector agencies and levy bodies, the Department of Conservation and forestry companies, all of whom are active in the sub-catchment.

Manukapua Restoration

The Ōkahukura Conservation Area sits at the end of the Tāporapora Peninsula, acting as the gateway to Manukapua, also known as Big Sand Island. Situated on the western side of the peninsula, Manukapua stretches out into the entrance of the Kaipara Moana. Both Manukapua and the Ōkahukura Reserve hold great spiritual, historical and cultural significance to Ngāti Whātua.

In 2013, a significant scrub fire seriously damaged vegetation in the area. This year, KMR supported a second year of restoration activity, working with the Tapora Land and Coast Care Group and programme partner Trees That Count. In 2023, the project focused on weed removal to enable planting of over 23,000 plants, including 11,500 specialty sand kānuka which were locally sourced and grown and specifically chosen because they can flourish at sea level. The remaining 11,500 are a mix of harakeke and tī kōuka.

The Tapora Land and Coast Care Group has hosted a number of community planting days this year and is working with KMR to scope future projects to restore the wetlands at the end of the peninsula, with the goal of bringing back taonga species and restoring the mana of the whenua.



Ngā Arotahi Anamata Looking Ahead

During the year, significant effort went into developing the policy settings to expand KMR's focus from sediment reduction projects near waterways to include larger-scale projects across the landscape, and particularly on erosion-prone hillsides.

Taking a whole-of-landscape approach to reducing sediment is key to scaling up KMR as planned. A Soil Conservation Reference Group was established, bringing together subject matter experts, iwi/hapū, landowners and industry representatives.

Soil conservation investments

As a result of KMR's soil conservation policy work, KMR is now able to invest in a wider range of projects for landowners and groups taking action to reduce sediment, as follows:

- Co-fund through **on-demand applications** (due any time, but planting Expressions of Interest (EOIs) preferably by **13 November 2023**):
 - Fencing to protect waterways
 - Native planting near waterways and/or on erosion-prone hillsides
 - Assisted native forest regeneration on erosion-prone hillsides

- Co-fund through a **deadline call** (EOIs due by **13 November 2023**):
 - Planting of (non-weedy, non-pine) exotic species (e.g., to support continuous cover forestry) on erosion-prone hillsides
- Co-fund through a **deadline call** (EOIs due by **31 March 2024**):
 - Space planting of poplars while maintaining some grazing on erodible hillsides

Steep land with bare earth or signs of active movement and erosion will be prioritised for treatment, in particular if this land drains directly into a waterway or the Kaipara Moana itself. This can include land affected by recent flooding, storms and Cyclone Gabrielle.

On flatter land, the minimum KMR project size for planting is 0.25 ha, and in the hill country, we are generally seeking projects involving more than 1 ha of highly erodible land.

Kōrero Tuku Iho

The Kōrero Tuku Iho (mātauranga Māori) project seeks to gather stories, memories, histories, values, and a deeper understanding of the whenua, awa and moana. Kōrero Tuku Iho is expected to also bring to the surface aspirations for retirement of land, seed bank opportunities, targeted planting of taonga species (in the right place), growing species for food and medicinal purposes, along with alternative land uses that protect the waterways while also generating new revenue.

During the year, a reference group of Kaipara Uri members, pūkenga (specialists) and others with expertise in cultural understanding and practice was convened and a project methodology agreed to develop Kōrero Tuku Iho, including the development of whakatauirā (case studies). As one of the two foundational strategies that underpin KMR, Kōrero Tuku Iho will ultimately inform KMR's sediment reduction plans (SRPs) and support KMR investments to reduce erosion risks to the Moana.

Freshwater Farm Planning

Sediment is a key contaminant of freshwater, coastal and marine environments in the Kaipara Moana catchment and harbour and will be a critical part of the Kaipara catchment context under freshwater farm plan regulations.

The sediment reduction planning and actions farmers are undertaking through KMR are already well aligned to these regulations, which require farms to prepare Freshwater Farm Plans once the regulations are 'turned on' in their Freshwater Management Unit.

KMR currently offers free planning support and on-farm advice and faces a strategic decision about when and how to best align with this regulatory requirement to encourage uptake of on-farm action to reduce sediment losses into the Kaipara Moana.

Leveraging KMR's digital tools

Currently, KMR operates on a 'first in, first out' and 'on demand' model of investment, working with willing landowners and groups within a voluntary programme. There is no explicit competition for funding through set funding rounds, with all projects meeting KMR criteria approved for funding. This is an appropriate setting for now, given that the KMR programme is still relatively young, and the focus is on building broad engagement, providing support and rapidly scaling up the programme. Other similar large-scale programmes, like the Waikato River Authority, also started this way.

However, once KMR's full set of digital tools is available, and Kōrero Tuku Iho has surfaced iwi and hapū values and aspirations for the programme, KMR will likely require a more mature investment strategy that supports locally-driven projects that meet KMR criteria and also targets projects in high-risk areas. An outcomes-led, spatially-targeted investment approach will ensure KMR investment delivers timely and cost-effective sediment reduction, consistent with wider values embedded in the programme's founding MOU.



Te Hangarau Digital Tools

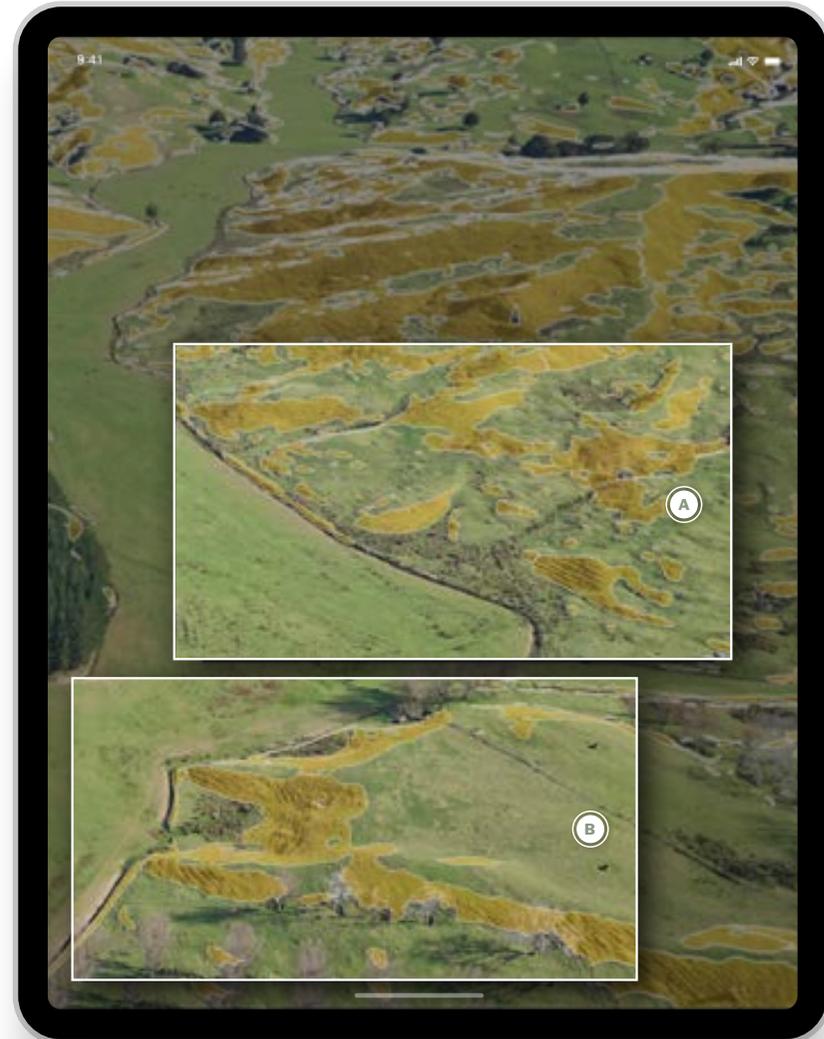
As KMR continues to scale up across the catchment, innovation to enhance efficiency and maintain accuracy will become an important focus.

KMR's Digital Tools programme has progressed as planned across five inter-dependent areas of development: improved identification and mapping of highly erodible land; improved identification and mapping of wetlands; grants management; farm planning; and freshwater accounting.

When finalised, two new KMR digital tools – the Mātai Onekura whenua planning tool and Tātaki Wai freshwater management tool – will deliver a range of benefits. They will help landowners and communities, alongside KMR Field Advisors and Kaitiaki, to understand their local context and identify and prioritise sediment reduction projects. This will enable KMR to target our engagement and investment.

The digital tools will also assist KMR to both capture and generate insights at a catchment and sub-catchment scale, and to model the impact that investment is achieving.

▼ Indicative sediment risk layers identified using Mātai Onekura





Mātai Onekura Whenua Planning Tool

Mātai Onekura is a tool that enables digital sediment reduction planning. KMR worked with MadeCurious to map out the information needs of the programme and clarify the requirements for new business processes. Through this discovery, prototyping and testing, the tool took shape.

KMR staff and Field Advisors now use Mātai Onekura to manage the sediment reduction plan process from end-to-end. A major outcome has been to reduce the manual work of both KMR staff and Field Advisors by enabling them to easily capture the proposed sediment reduction project activities spatially, and support efficient project management and monitoring of works.

The rich spatial tooling, which includes LiDAR-derived datasets to help identify areas of high sediment risk (see above), means Field Advisors can seamlessly view features of a property before going onsite and automatically estimate the cost of proposed sediment reduction activities. Not only does this allow Field Advisors to identify priorities for sediment reduction projects and focus their conversations with landowners, but the spatial capture of remediation projects can also be used in future by the Tātaki Wai freshwater management tool to inform and optimise decision-making on the ground.



Mahere Mahi ā Tau Annual Work Plan (Year 3)

K2022-001 Remediation grants and partnerships

This year, landowners of all types worked with KMR, enabling a significant amount of KMR grant funding for sediment remediation projects to be contracted and disbursed across the Kaipara Moana catchment.

KMR-trained Field Advisors continued to work with landowners and groups to develop Sediment Reduction Plans that identified remediation priorities and unlocked co-funding support to assist with implementation of associated projects. The co-funding is typically equivalent to 50% of the estimated market value of the project.

Governance decisions this year enabled greater uptake of remediation projects:

- Since December 2022, KMR has been able to support native planting on erodible hillsides, in addition to waterway-adjacent projects.
- Since February 2023, KMR has been able to cover up to 70% of the estimated cost of projects led by marae, iwi/hapū, community groups and other collectives, reflecting that these groups often face greater cost barriers to action.

Central to KMR's model is working with - and through - others in the catchment. Kaipara Uri (via Environs Te Uri o Hau) and The Forest Bridge Trust are key delivery partners, employing KMR Field Advisors to work with local landowners and groups.

Two new partnerships were developed (in the Tangowāhine catchment, and a pilot with Kaipara Agri Solutions), with both employing Field Advisors to work with drystock farmers. A partnership with Fonterra supported co-funding of Tiaki Plans and work with dairy farmers to develop sediment reduction projects, and additional Field Advisors are directly employed or contracted by KMR.

Outputs from this investment are summarised in the table of Year 3 results. Budget for committed works will carry over into 2023-24 for payment once these works are confirmed as completed.

Budget				Actual			
Crown	Council	Landowner / Other	Total	Crown	Council	Landowner / Other	Total
\$4,608,814.24	\$445,616.32	\$4,219,658.48	\$9,274,089.04	\$2,592,739.20	\$352,007.34	\$2,063,142.50	\$5,007,889.04



K2022-002 Capability and Workforce Development

This year saw ongoing engagement with, and support for, KMR's 21 accredited native plant nurseries across the catchment. This included the technical review of planting plans and coordination with nurseries to ensure native planting projects are matched with high quality, eco-sourced, site-appropriate plants. The KMR planting guide and plant lists were reviewed to align with KMR co-funding of activity in erodible hill country. Advice was also provided on good practice in treating highly erodible land.

A partnership with Te Ārai Native Nursery continued to develop the concept for a KMR seed library and support the identification of taonga species for KMR use.

In addition, a small satellite nursery on Poutō Peninsula was scoped for development with KMR supporting some project engagement and management costs. The satellite nursery is located in a sensitive eco-district in the catchment, for which seed and nursery supplies are currently very limited and for which specific (and in many cases unique) plant types are required.

By year-end, KMR had 16 Field Advisors working to develop Sediment Reduction Plans alongside landowners, and 9 Field Advisors being inducted. Throughout the year, KMR Field Advisors were supported through an active KMR Field Advisor Community of Practice.

Through KMR's Memorandum of Understanding with NZARM, two training programmes were delivered, to provide professional development for KMR Field Advisors, and pilot modules to inform a future national training programme.

A Kaitiaki Employment Coordinator with Kaipara Uri, co-funded by KMR and the Ministry of Social Development, was supported to work directly to connect local rangatahi and job seekers with employment and training in the kaitiaki economy.

Given the impacts of the Auckland Anniversary weekend floods and Cyclone Gabrielle, KMR stood up a Flood and Cyclone Recovery Fund that enabled landowners to repair or replace KMR-funded project works. The package supported associated workforce costs to assist 10 landowners to replace or relocate works damaged by adverse weather, allowing them to continue to undertake planned sediment remediation works.

			Budget				Actual
Crown	Council	Landowner / Other	Total	Crown	Council	Landowner / Other	Total
\$567,250.00	\$264,999.92	\$-	\$832,249.92	\$244,519.24	\$138,604.86	\$-	\$383,124.10

K2022-007 Community Outreach and Partnership

A myriad of engagements with groups have occurred through KMR's community-facing staff, including outreach about the Whenua Whānui Fund, with multiple engagements with a variety of groups, including via our collaborations with Enviroschools and Mountains to Sea. KMR's Mana Whenua Relations lead has engaged systematically on marae and in hui with a wide number of iwi/hapū groups, marae, Settlement Trust and other Māori representatives.

Through the year, KMR held numerous online forums and two catchment-wide KMR Partnership Forums. The first of these in late 2022 focused on opportunities for remediation and science, and the second focused on opportunities for landowners. The Partnership Forums were attended by landowners in the community and representatives from 73 entities/organisations spanning a variety of perspectives, including iwi/hapū, NGOs, the rural sector, conservation and volunteering, and delivery partner organisations.

We held a number of dedicated events at marae and in the community to talk about KMR's work. KMR attended the Paparoa, Arapohue, Helensville and Warkworth A&P Shows, the Northland Field Days, and we were represented by partners at the National Field Days.

			Budget				Actual
Crown	Council	Landowner / Other	Total	Crown	Council	Landowner / Other	Total
\$69,999.96	\$70,000.08	\$-	\$140,000.04	\$66,786.86	\$65,328.09	\$-	\$132,114.95

K2022-006 Communications and Engagement

The communications and engagement emphasis over the year was on raising landowner awareness of the KMR programme, including what it is and does, as well as communicating the advice and (evolving) co-funding opportunities available through KMR.

Numerous articles were published in local community papers (e.g. Kaipara Lifestylar, Paparoa Press, Rodney Times, Whangārei Leader) and specialty magazines (Fonterra's Hot Wire, Farmer's Weekly, NZ Farmer, Northern Farming Lifestyles).

KMR also produced content for distribution through our partner organisation communication channels and networks to reach new landowners. There was also excellent coverage of our mahi within the school networks.

			Budget				Actual
Crown	Council	Landowner / Other	Total	Crown	Council	Landowner / Other	Total
\$50,000.00	\$50,000.00	\$-	\$100,000.00	\$82,478.62	\$80,420.35	\$-	\$162,898.97

K2021-005 Kaipara Maurikura

The Kaipara Maurikura is led by a Pou Tātaki and 13.05 full-time equivalent staff were employed last year, including part-time secondees from both partner Councils and Te Uri o Hau. A new staff member was hired in March and one vacancy remains.

Business, administration and other systems continue to be refined to deliver at scale, and ensure that the governance needs of the Joint Committee are effectively serviced.

			Budget				Actual
Crown	Council	Landowner / Other	Total	Crown	Council	Landowner / Other	Total
\$163,899.96	\$1,802,035.44	\$-	\$1,965,935.40	\$149,799.85	\$1,539,605.85	\$-	\$1,689,405.70

K2021-006 Governance

Kaipara Moana Remediation Joint Committee held five hui (business meetings) and three workshops in this 12-month period. We also provided an induction for new governors in December 2022, after local government elections.

We returned to in-person Joint Committee hui in December 2022, to support and encourage local community engagement with hosting marae and hapū groups.

Budget				Actual			
Crown	Council	Landowner / Other	Total	Crown	Council	Landowner / Other	Total
\$-	\$200,000.00	\$-	\$200,000.00	\$-	\$82,654.27	\$-	\$82,654.27

K2022-003 Programme Monitoring and Evaluation

All requirements for programme reporting have been met. Both audit and external review (validation) exercises were successfully completed and demonstrated satisfactory programme delivery.

Early-stage work was progressed to understand baseline monitoring of ecological condition across the catchment and ensure Councils were working together to scope future monitoring.

Work to develop a long-term framework for KMR monitoring and evaluation was not progressed during the year, given the timing of the arrival of the new staff member in the last quarter of the year. Work in this area is programmed for 2023-2024.

Budget				Actual			
Crown	Council	Landowner / Other	Total	Crown	Council	Landowner / Other	Total
\$150,000.00	\$30,000.00	\$-	\$180,000.00	\$-	\$52.95	\$-	\$52.95

K2022-004 Digital Tools – System Development and Maintenance

Mātai Onekura, KMR's newly developed digital farm planning and grant funding tool, was released to KMR Field Advisors for use in May. The digital tool replaces previous paper-based methods, and integrates mapping layers that are used to support on-land assessment of erosion risk and delivery of sediment to waterways.

Mātai Onekura is now being used to develop sediment reduction plans, and scope and track the progress of associated sediment remediation projects. It has delivered important efficiency and assurance benefits, particularly as KMR works with an increasing number of landowners on an increasingly diverse set of sediment remediation project types.

A water quality accounting framework, Tātaki Wai, is in development and tracking against project timeframes to deliver by early 2024.

Budget				Actual			
Crown	Council	Landowner / Other	Total	Crown	Council	Landowner / Other	Total
\$1,588,878.25	\$360,100.08	\$-	\$1,948,978.33	\$1,184,547.73	\$284,845.53	\$-	\$1,469,393.26

K2022-005 Digital Tools - System Governance and Improvements

The Eroding Land Features project was delivered and the resulting indicative sediment risk layer is being used in KMR's digital tool to inform on-farm prioritisation of sediment remediation projects, in consultation with landowners.

The Wetland Features project is progressing, albeit more slowly than initially planned due to technical challenges with data analysis. A final milestone payment has been carried over into FY2023-2024. When finalised, this data layer will be integrated and used in Mātai Onekura, KMR's newly developed digital whenua planning and grant funding tool.

A Digital Reference Group meets to ensure a strategic, technically robust and coordinated approach to the development of KMR's digital tools and datasets.

			Budget				Actual
Crown	Council	Landowner / Other	Total	Crown	Council	Landowner / Other	Total
\$203,800.00	\$110,000.00	\$-	\$313,800.00	\$169,030.00	\$77,373.50	\$-	\$246,403.50

K2022-008 Kōrero Tuku Iho (Mātauranga Māori) Strategy Development and Implementation

A Kōrero Tuku Iho project manager was appointed and a Reference Rōpū established to provide leadership and oversight to the project. The Rōpū comprises mana whenua from across the Kaipara Moana catchment, and a strategic advisor for the Reference Rōpū was also appointed to the project team.

A 'Kaitiaki in Action' approach was initiated to use place-based whakatauirā (case studies) to trial Kōrero Tuku Iho. The Reference Rōpū has identified three potential whakatauirā which are currently being scoped and/or for which endorsement is being sought from local tangata whenua.

			Budget				Actual
Crown	Council	Landowner / Other	Total	Crown	Council	Landowner / Other	Total
\$141,000.00	\$65,000.00	\$-	\$206,000.00	\$81,068.92	\$-	\$-	\$81,068.92

K2021-008 Soil Conservation Strategy

KMR has completed a process to develop fund settings for erodible hill country. The programme worked with a Soil Conservation Reference Group with members providing diverse perspectives into the process to ensure settings will meet the needs of landowners within the catchment and are practical and implementable.

Direction was received from the Joint Committee on an initial suite of changes to settings for winter 2023 planting. Further decisions were made in May 2023 and are currently being implemented.

			Budget				Actual
Crown	Council	Landowner / Other	Total	Crown	Council	Landowner / Other	Total
\$115,000.04	\$60,000.00	\$-	\$175,000.04	\$106,899.11	\$60,000.00	\$-	\$166,899.11

K2022-009 New Partnerships and Opportunities

Several strategic partnerships were launched to widen benefit from KMR investment and reduce costs to KMR and landowners, as well as various supplier discounts. Current partners include Ministry for Social Development, Trees That Count, QEII National Trust, EmGuards, the NZ Association of Resource Management (NZARM) and Phathom Sensors.

KMR piloted a collaboration with Auckland Council, The Nature Conservancy and landowners to identify areas suitable for blue carbon restoration projects.

Budget				Actual			
Crown	Council	Landowner / Other	Total	Crown	Council	Landowner / Other	Total
\$35,000.00	\$-	\$-	\$35,000.00	\$4,637.19	\$-	\$-	\$4,637.19

Year 3 Total

Budget				Actual			
Crown	Council	Landowner / Other	Total	Crown	Council	Landowner / Other	Total
\$7,693,642.45	\$3,457,751.84	\$4,219,658.48	\$15,371,052.77	\$4,682,506.72	\$2,680,892.74	\$2,063,142.50	\$9,426,541.96

Key Performance Indicators

The table below provides more information about the Year 3 results compared to the Key Performance Indicators in the Year 3 Annual Work Plan:

KMR Activity	Year 2 Actuals	Year 3 Actuals	Year 3 KPI target	Comment
Farm Environment Plans completed	205 Plans	242 new Sediment Reduction Plans , remediation funding agreements and Farm Environment Plans (by Fonterra) were created in Year 3. Additionally, we undertook return projects with 49 landowners who we had worked with in Year 1 or Year 2.	300 Plans	KMR Sediment Reduction Plans (SRPs) and remediation funding agreements are focused on sediment reduction outcomes. KMR is expected to transition to providing plans that are compliant with Freshwater Farm Plan regulations in time. Under the Fonterra partnership, full Tiaki Farm Environment Plans are developed for dairy landowners.
Area covered by Plans (Hectares)	40,526 Ha	48,212 ha of land was newly covered by a KMR Sediment Reduction Plan (or equivalent) at the end of Year 3.	62,114 Ha	In total, 100,151 ha were covered by a KMR SRPs at the end of Year 3. On average, properties newly covered by a plan are 199 hectares in size.
Fencing (kms)	238.43 km (82.48 km completed, 155.96 km committed)	347.73 km of fencing was completed or committed in Year 3. This is more than the distance from Whangārei to Auckland and back. Of this, 234.66 km were committed (not yet signed off) and 113.07 km were completed.	250 km	Fencing activity has been higher than expected. Landowners need to fence before they can plant and so this result is not unexpected. In addition, regulatory requirements are likely to have contributed to high levels of landowner fencing.
Planting (Stem numbers)	380,466 plants were planted or committed in for planting in Year 2. (174,085 committed, 206,408 completed)	801,467 plants were planted or committed for planting in Year 3. Of this, 605,723 plants were committed for planting (not yet signed off) and 195,744 were completed (and signed off). Of the plants committed this year and not yet signed off, 167,131 are in erodible hill country and 438,410 are riparian areas. All the plants signed off as complete were in riparian areas.	512,853 plants	Planting activity has been higher than expected. Over KMR's life to date, 402,152 plants have been planted (signed off as complete) and an additional 629,936 plants have been committed for planting and not yet signed off. KMR has worked to address financial barriers to planting, including by developing partnerships with third parties. For example, Trees that Count made ~25,000 trees available free of charge to KMR landowners, while KMR contributed to the planting and maintenance costs.
Jobs As a Jobs for Nature programme, KMR creates new, nature-based employment	61,602 hours of work (~39 FTE) were completed in Year 2	74,663 hours of work (~48 FTE) were completed in Year 3. Remediation projects equivalent to a further 65,000+ hours of work (~41 FTE) were committed in Year 3 Plans, some of which will have taken place over the winter planting season (but not yet confirmed by KMR as completed).	105,995 hours of work (~67.9 FTE)	Over KMR's life to date, over 190,865 hours of new work have been completed.
Training	KMR trained 38 Field Advisors in Year 2.	KMR trained 18 Field Advisors in Year 3.	30 people undertaking training	A further 18 Field Advisors were trained in Year 3, which brings the total number of Field Advisors to 56. A Partnership with NZARM has supported further training for KMR Field Advisors in Year 3 and beyond.

Rāpotopoto Ahupūtea

Financial Summary

	Cash contributions				In kind contributions			Totals	
	MfE	MfE Other*	Councils	Landowners / Other	Total cash contributions	Council	Landowners / Other	Total in kind expenditure	Total expenditure
Funding									
Total funding	7,638,630.56	100,000.00	1,236,767.02	160,032.19	9,135,429.77				
Workstream expenditure									
Programme Delivery - Remediation Grants and Partnerships	2,837,258.44	-	403,278.00	-	3,305,953.11	87,334.20	2,063,142.50	2,150,476.70	5,456,429.81
Engagement and Partnership	149,265.48	-	145,000.00	-	294,265.48	748.44	-	748.44	295,013.92
Kaipara Maurikura	149,799.85	-	270,000.00	-	419,799.85	1,269,605.85	-	1,269,605.85	1,689,405.70
Governance, Planning and Reporting	-	-	39,617.24	-	39,617.24	42,170.38	-	42,170.38	81,787.62
Digital Tools System Development & Maintenance	1,353,577.73	-	294,331.58	-	1,647,909.31	68,807.05	-	68,807.05	1,716,716.36
Strategy and Opportunities	192,605.22	50,000.00	60,000.00	-	237,188.55	-	-	-	237,188.55
Total expenditure	4,682,506.72	50,000.00	1,212,226.82	-	5,944,733.54	1,468,665.92	2,063,142.50	3,531,808.42	9,476,541.96
Funding carried over to 2022/23	2,956,123.84	50,000.00	24,540.20	160,032.19	3,190,696.23				

NOTES: Funding represents any cash contributions from Councils, MfE cash and interest on cash held in the bank.
*Funding to scope impact investment opportunities and map adverse weather impacts (no co-funding required).

Tātari Agreed Procedures Report

In order to comply with the relevant clauses of the KMR Deed of Funding, Deloitte Limited was engaged to undertake an agreed procedures engagement in relation to particular aspects of the project's funding sources and expenditure. This report was adopted by the Joint Committee on 30 October 2023 and has been provided to the Ministry for the Environment as required by the Deed.

MOU signatories



Partnerships



Ngā Tūtohu Acknowledgments

The KMR team would like to thank everyone who has supported and contributed to our work this year.

In particular, we would like to acknowledge the many landowners and whānau, iwi and hapū around the catchment who have worked with us to take action, the many individuals who have been a part of the Kōrero Tuku Iho project, and all of the KMR accredited nursery partners, contractors, suppliers, Kaipara Uri Kaitiaki, Field Advisors and Sustainable Dairy Advisors. KMR also recognises the work of a number of previous programmes and initiatives across the catchment – we build on your mahi.

The KMR team would like to acknowledge the ongoing support and wise guidance from our KMR governors in Year 3. Our thanks to Chair Tame Te Rangi, Deputy Chair Amy Macdonald, Cherie Povey, Georgina Curtis-Connelly, Greg Sayers, Jack Craw, Jane Sherard, John Blackwell, Kerrin Leoni, Michelle Carmichael, Taiāwhio Wati and Virginia Warriner. KMR would also like to thank our past governors Daniel Newman, Danielle Hancock, Joce Yeoman, Malcolm Welsh and Penny Smart for their contribution to the programme.

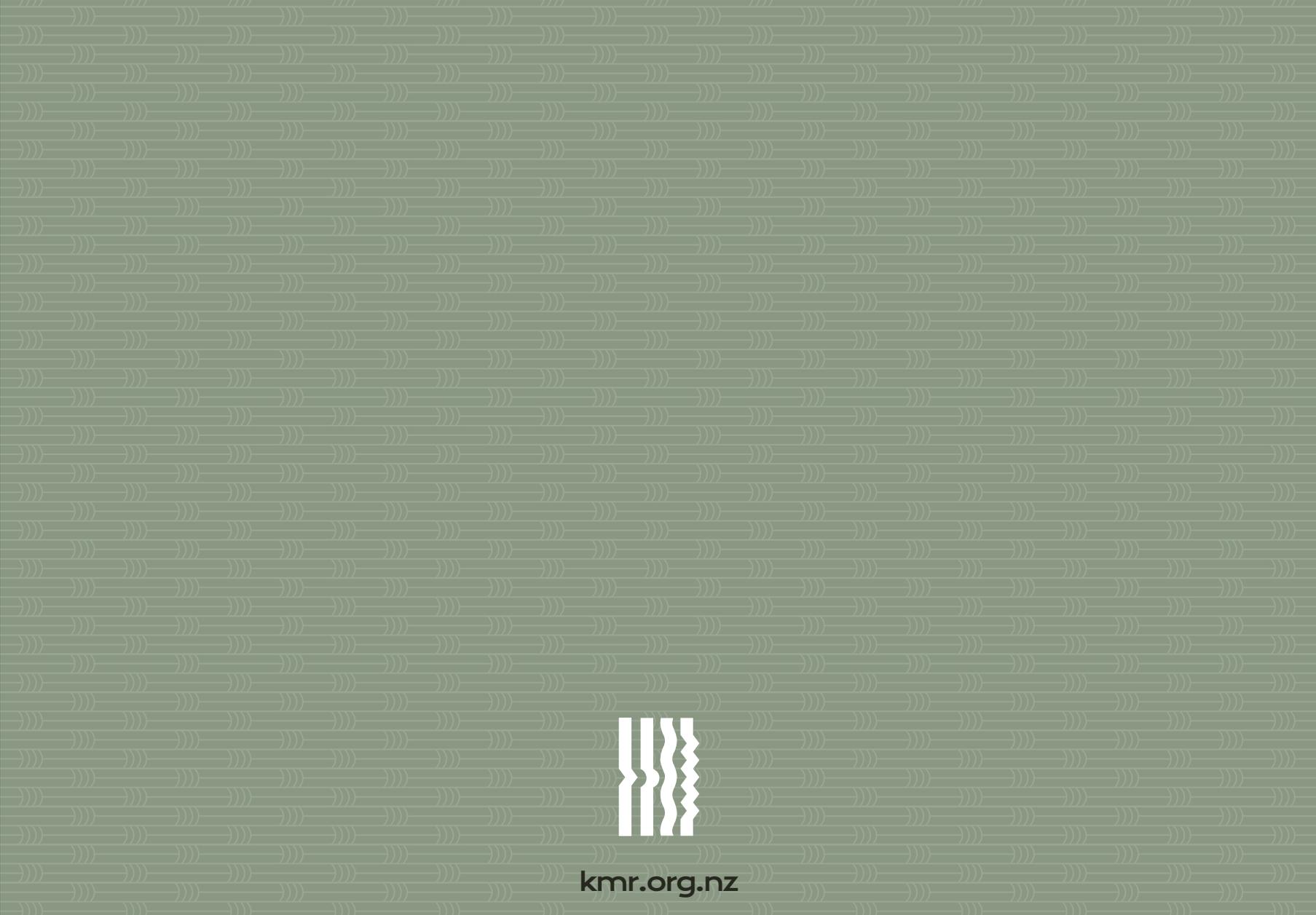
In closing, we recognise the Ministry for the Environment and the Jobs for Nature programme as KMR's primary funder.



Ministry for the
Environment
Manatū Mō Te Taiao

JOBS | **MAHI**
FOR NATURE | MŌ TE TAI AO

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TITLE: Joint Committee Meetings 2024

Kaituhi Pūrongo | Justine Daw, Pou Tātaki
Report Writer Sophie Bone, PA and Governance Support

Te Kaupapa | Purpose

This report tables for acceptance the Joint Committee meeting dates for 2024 and sets out the proposed Joint Committee meeting types for consideration.

Whakarāpopototanga | Executive summary

This report provides a high-level view of the proposed Kaipara Moana Remediation (KMR) Joint Committee meetings as well as possible timing for KMR Field Trips.

The report also clarifies the structure of Joint Committee meeting types in 2024, proposing an additional meeting type (Briefing) to augment the current meeting types (Hui, Workshop and Field Trip). This recommended change is in line with wider trends in local government towards greater transparency of meetings.

A Forward Workplan will be tabled at the first Joint Committee Hui in 2024 to outline the expected standing agenda items for the year.

Whakataunga | Recommendations

That the Joint Committee:

1. Receive the 'Joint Committee Meetings 2024' report by Sophie Bone and Justine Daw dated 27 November 2023.
2. Adopt the indicative dates for Joint Committee meetings in 2024 (Attachment 1), noting that these dates may be used for various Joint Committee meeting types, including Hui, Workshops, Briefings and Field Trips.
3. Advise Kaipara Maurikura staff as soon as practicable of any scheduling conflicts.
4. Note that KMR may host additional online Joint Committee meetings if required to make any unforeseen but time-urgent decisions.
5. Agree the addition of public Briefings as a new meeting type for the Joint Committee in 2024, to facilitate transparent early-stage information-sharing and discussion.
6. Note that, as in 2023, KMR may still need to pivot planned in-person Joint Committee meetings to online meetings (livestreamed to maintain transparency), in response to weather events, venue closures and/or roading closures.

Horopaki | Background

The Terms of Reference for the KMR Joint Committee set out in the KMR Memorandum of Understanding (MoU) specify the expected frequency of Joint Committee meetings. It details that the Joint Committee should meet 'quarterly or as determined by the Joint Committee.'

In 2023, the Joint Committee held in-person Hui (decision-making forums), online (livestreamed) Hui, and online or in-person Workshops to test early-stage directions for new areas of KMR operations. In 2023, in-person Hui were held on marae and include engagement with Haukāinga.

While the confirmed structure of an in-person meeting on marae depends on the specific location, the standing agenda for a KMR Hui comprises:

- Pōwhiri
- Haukāinga Session (Presentations / Kōrero on local projects and interests)
- Hui

In the current Local Government term, it has been determined that Mondays remain the most suitable day for meetings of the KMR Joint Committee as they have the least conflict with Northland Regional Council, Auckland Council and other organisational commitments of Joint Committee Members.

Tātari me ngā tūtohu | Analysis and Advice

Meeting Frequency

Although KMR will continue to scale up operations across the catchment, 23 months into full operational delivery, KMR has recently transitioned from an establishment phase into programme maturity. In particular, with the recent shift from investment in projects near waterways to investment across the full landscape (i.e. into the hill country), all major design decisions have now been taken by governance. While there remains some key decisions to be taken in 2024 (for example, in respect to KMR's role in respect of Freshwater Farm Plans), there are fewer governance decisions required from the Joint Committee in a mature programme than in the previous establishment phase.

We therefore recommend fewer governance meetings in 2024 (6) than in 2023 (10), namely quarterly Hui (as originally envisaged in the MOU) supplemented by two Field Trips. We are planning for one of the Field Trips to be held on the same day as a Hui meeting. For the second Field Trip, we have proposed two possible options for dates, to test Joint Committee availability and to ring-fence a suitable date or dates for planning purposes.

Meeting Location

We propose that Joint Committee Hui will continue to be hosted on marae, but may also be hosted in communities by those taking action with KMR support (e.g., by Navigator project leaders, by delivery partners, by Whenua Whānui Fund project leaders, by catchment group leaders) to allow for greater participation and engagement, and to hear from particular segments of the increasingly diverse landowners and groups participating in the programme.

We propose that we identify the Joint Committee meeting venue (marae, community hall or private property) in 2024 as appropriate for the decisions required from the Joint Committee and the operational aspects of the programme under discussion or decision.

With the shift to fewer meetings, the Kaipara Maurikura nonetheless reserves the right to host additional online Joint Committee meetings, as required, to facilitate time-urgent decision-making.

In-Person vs Online Meetings

As in 2023, KMR will host a mix of in-person and online meetings. As required, and as occurred several times in 2023, KMR may need to pivot planned in-person Joint Committee meetings to online meetings (livestreamed to maintain transparency), in response to weather events, venue closures and/or roading closures.

Meeting Type

From 2024, we propose to operate Joint Committee meetings as open to the public as a default, in line with good practice.

Reasons for holding 'public excluded' portions of meetings include:

- Disclosing trade secrets
- Prejudicing the maintenance of the law (including the right to a fair trial)
- Protecting the privacy of any person
- Commercial confidentiality or legal privilege.

In the interests of increasing transparency of early-stage discussion by the Joint Committee, the KMR team is recommending the inclusion of a new type of Joint Committee meeting (Briefing), held either in-person or online depending on scheduling and capacity.

This would mean that KMR governance engages through three main meeting types, a mixture of in-person, online and public (or in rare cases, public-excluded) forums:

Hui

Hui are formal decision-making meetings, which results in a minuted decision or direction. These are held in-person as a default, with the facility available to host online if required. We propose that KMR Hui will continue to be held at rotating locations across the Kaipara Moana catchment, including on marae in line with earlier commitments (see above). Hui will continue to be held in a public forum, including continuing with a Haukāinga session, if relevant, to allow time for guest speakers from the area to discuss relevant projects or issues of importance to them.

Workshops

Workshops allow the Kaipara Maurikura to test ideas with the Joint Committee and seek early direction on forthcoming matters for decision. There is no decision-making ability at Workshops. We propose that Joint Committee Workshops will continue to be held online, as per common local government practice and historical Joint Committee meetings. Hosting Workshops online will also support the reduction of greenhouse gas emissions and the risks and costs of vehicle travel.

We propose these workshops will shift to being livestreamed as a default, which is in line with both wider local government trends towards greater transparency, as well as the specific recommendations in the recent Boshier Report. In rare cases, for example to protect commercial confidentiality or private information, we may seek public-excluded Workshops.

Briefings

Briefings allow an open forum for third-party presentations to the Joint Committee and Members' discussion of items not yet ready to be tabled for decision. The inclusion of public Briefings in the Joint Committee meeting suite is suggested for 2024 with the intention of facilitating increased transparency and accessibility of the programme as a whole.

We propose holding Briefings as required throughout the year, depending on the work programme. KMR's intent is to run Briefings on the same day as planned in-person or online Joint Committee meetings to ensure governor availability.

Considerations

1. Aromātai whāinga haumi mō te oranga | Wellbeing Investment objectives and assessment

As a people-focused Jobs for Nature programme, KMR has a focus on transparency, accessibility and participation. Meeting in person regularly throughout the year promotes connection and authentic discussion between staff and governors, and also enables the voice of local landowners, whānau, and communities to be heard. The inclusion of online meetings supports flexibility and a realistic approach to the hybrid working environment of many of KMR's partners and stakeholders.

2. Ngā ritenga take pūtea | Financial implications

A moderate but real time and cost investment is required to support in-person meetings, with an understanding that the time of stakeholders and the community is valuable, as is the shared experience and exchange of views. The proposed reduction in the overall number of meetings throughout the year will reduce overall costs to the programme. While KMR encourages carpooling, the inclusion of online meetings will support low-cost and time-effective participation, as well as recognising the hybrid working environment of many of our stakeholders.

3. Ngā hiranga me ngā hononga | Significance and Engagement

In relation to section 79 of the Local Government Act 2002, the decisions arising from this report are considered to be of low significance when assessed against Northland Regional Council's significance

and engagement policy. This does not mean that this matter is not of significance to tangata whenua and/or individual communities, but that the Joint Committee is able to make these decisions without undertaking further consultation or engagement.²

4. Ngā tūraru me ngā mauru | Risks and mitigation

The overall reduction in the number of meetings in 2024 could be considered as reducing access to KMR decision-making. However, this is offset by the proposed increase in transparency and accessibility of Governance meetings via livestreaming or in-person participation at all Workshops.

5. Ngā urutau huringa-ā-rangi | Climate Change Mitigation and Adaptation

This Joint Committee paper does not have significant climate change implications, other than that the proposed reduced meeting frequency will reduce KMR's travel-related greenhouse gas emissions (in line with NRC's carbon reduction commitments) as well as community greenhouse gas emissions incurred by travel to meetings.

Pirihongi | Attachments

Attachment 1 - Joint Committee Meeting Dates 2024  

² This Joint Committee operates under the Local Government Act which requires a significance and engagement policy (which identifies when matters require special consultation with tangata whenua and the community) and to have regard to that policy when making decisions. As the administrative support for the Joint Committee is provided by the Northland Regional Council, it is that Council's Significance and Engagement Policy that will apply to Joint Committee decision making.

Attachment 1 - Joint Committee Meeting Dates 2024

Month	Date	Meeting type
February	Monday 26/2	Meeting
April	Monday 8/4	Option 1 for possible Field Trip (Optional)
May	Monday 6/5	Meeting
July	Monday 29/7	Meeting
September	Monday 9/9	Option 2 for possible Field Trip (Optional)
October	Monday 21/10	Meeting
November	Monday 25/11	Stakeholder Event (Optional)

TITLE: Pou Tātaki Report

**Kaituhi Pūrongo |
Report Writer** Justine Daw, Pou Tātaki

Te Kaupapa | Purpose

This report provides a brief update to the Kaipara Moana Remediation (KMR) Joint Committee on progress in the KMR work programme since we reported last month.

Whakarāpopototanga | Executive summary

KMR continues to focus on operational policy and mechanisms to broaden our co-investments in sediment remediation projects across the landscape. October's Key Performance Indicators demonstrate ongoing progress in scaling up, despite ongoing policy uncertainty and economic headwinds which continue to constrain landowners' ability to participate in KMR.

In this month's report, we update governors on the suite of review and assurance processes undertaken as part of our current focus on updating, clarifying and consolidating KMR practice.

Whakataunga | Recommendations

That the Joint Committee:

1. Receive the report 'Pou Tātaki Report', by Justine Daw dated 27 November 2023.

Tātari me ngā tūtohu | Analysis and Advice

Programme performance

As at 30 October 2023, 22 months into operational delivery, KMR has achieved the following performance milestones:

Jobs

- 28 local businesses & 20 nurseries accredited as KMR suppliers.
- 57 people trained as KMR Field Advisors - many from local iwi/hapū.
- \$11.837m in project value completed or contracted, supporting local employment.
- An estimated 190,000 hours of new work created (data as at 30 June 2023).

Engagement

- KMR has engaged with 676 landowners.
- 514 Sediment Reduction Plans have been completed with landowners.
- KMR is working with 45% of the estimated 1,500 landowners in the catchment.

Nature

- Over 100,000 hectares are managed under Sediment Reduction Plan or Tiaki Farm Plan.
- Over 554km of fencing is completed or contracted – from Dargaville to New Plymouth.
- Just under 1.275 million native plants are in the ground or contracted to plant.
- 282 hectares are planted or contracted to plant, mostly comprising of narrow riparian strips.

Review and assurance activity

Last month, in addition to business-as-usual activity, KMR undertook a range of review and assurance activity as follows to update, clarify and consolidate KMR practice:

- We finalised the KMR Annual Report and provided this to the Ministry for the Environment, as per requirements under the Deed of Funding (see accompanying paper). Printed copies will be available soon and we will make these available to governors, Memorandum of Understanding (MOU) signatory partners, delivery partners and key stakeholders.
- We participated in the annual KMR Audit and received a clean audit (see accompanying paper).
- We revised the current year Annual Work Plan to reflect the carry-over of funds from 2022/23 following the Audit process. This is in line with requirements under the Deed of Funding and occurs annually once the Audit has been signed off.
- We reviewed and revised the Service Level Agreement (SLA) between NRC and KMR to introduce into the SLA agreed timeliness and quality standards.
- We formally briefed Whangarei District Council and will be briefing Northland Regional Council (via the Natural Resources Working Party) and Auckland Council on KMR performance, in line with expectations in the KMR MOU.
- We reviewed the successful Winter Planting 2023 project, and following input from staff, nurseries, accredited suppliers and landowners will be making some minor operational changes as we begin preparations for Winter Planting 2024 audit (see accompanying paper).
- We reviewed arrangements relating to Transferable Titles in the Auckland Region and as a result are recommending some minor changes to KMR policy settings audit (see accompanying paper).
- We are preparing for the programme rephasing and will finalise procedures for this at the November Joint Committee Hui audit (see accompanying paper).
- We have reviewed Health & Safety arrangements for independent contractors working for KMR as Field Advisors to ensure they are up to date.
- We have reviewed and strengthened contractual arrangements for KMR grants to specify that any liability in respect to works funded by KMR grants rests with the landowner, i.e. that the landowner takes all responsibility for those works, as a condition of funding.
- We are preparing both KMR staff and external partners (particularly delivery partners) for the forthcoming shift to a 9-day fortnight.

Outlook

In the lead up to year-end, KMR remains focused on delivering operational efficiencies and consolidation now that we have shifted from a 'start-up' to programme maturity. This means a major focus until Christmas on streamlining and simplifying core systems and processes, and in some cases reviewing and finalising interim approaches.

In terms of operational priorities, the programme will be focusing until year-end on marketing and implementing the Soil Conservation Call for Expressions of Interest, as well as sign-off and payment of completed winter project works.

From a strategic standpoint, we are starting to see the new KMR Soil Conservation policy settings, which extend KMR's operations from waterways into the hill country, having effect in terms of generating interest from primary sector bodies. In addition, new market-led drivers (such as Fonterra's newly announced on-farm greenhouse gas emissions intensity reduction targets) are also expected to drive up interest in KMR's offerings. We are meeting this month with Fonterra to discuss the strategic opportunity and how best to work together to leverage it and have also met this month with Silver Fern Farms about their Farm Assurance Plus programme.

However, there are ongoing policy uncertainties with the incoming Government having announced some wind-back of RMA settings (although which ones are unclear) and Emissions Trading and biodiversity credit settings still up in the air. The net result is that we are seeing some landowners

‘wait and see’ with a view to understanding what is required for compliance before committing to onboarding with KMR. KMR is also seeing the results of continued economic headwinds. A sobering report by the Reserve Bank of New Zealand released in late October³ looked at financial lender risks including sensitivity to drought and emissions pricing for both the sheep and beef and dairy sectors.

Financials

The financials shown in Table 1 confirm that KMR is scaling up at pace, as indicated by the value of total Programme Expenditure (Activity) four months into the year.

In addition, KMR has contracted an additional \$3.43m worth of projects as at 31 October 2023, some of which will be completed but not yet paid out. This reflects the lag between landowners contracting to undertake sediment reduction projects, completing projects, KMR arranging project review and sign-off, landowners submitting invoices, and KMR paying invoices. As a result, Table 1 shows financial payments made to 31 October 2023, rather than project activity completed.

Table 1: KMR Financials

KMR Financials (31 October 2023)

Funding contributions ^{4 5}		
MfE	5,956,124	
Northland Regional Council (NRC)	12,730	
Auckland Council (AC)	11,810	
Interest earned	187,780	
Subtotal (Funds available)	6,218,444	
<i>Less KMR expenditure (Activity incl. Grants)</i>	2,291,830	
Funds remaining	3,926,614	
Co-funding (Matching Contributions)		
NRC in-kind labour	25,833	
NRC in-kind Opex costs	402,907	(incl. salaries)
AC in-kind labour	12,513	
AC in-kind Opex costs	-	
Landowners / Other contributors	1,254,241	
Subtotal (Co-funding expenditure)	1,695,494	
Total Programme Expenditure (Activity)	3,987,324	

³ 2022 Climate Change Risk Assessment for Agricultural Lending

⁴ Figures are rounded to the nearest dollar.

⁵ Totals in this section include some carry-overs of unused funding from previous years (Programme to Date figures). Otherwise, all figures are Year to Date.

Table 2: Joint Committee Grant Interests

Who	Grant type	KMR Grant Contribution (excl. GST)	Status	Nature of Interest
Virginia Warriner	Landowner Grant (fencing and planting)	\$9,160.25	Contracted, but an extension requested due to whānau illness.	<p>The grant applicant is a related party. No benefit, direct or indirect, accrues to the Member through this Grant. No substitution effect occurs with KMR grants – anyone who meets our criteria is eligible for a KMR grant.</p> <p>NOTE: Project value may increase if DoC Community Agreement is agreed (Crown marginal strip was part of the original Sediment Reduction Plan)</p>
Virginia Warriner	Navigator project (Winter Planting initiative)	<p>\$35,949 (WWF)</p> <p>\$33,834 (KMR Workforce)</p>	<p>Planting expected to be signed off by end November 2023.</p> <p>The planting is on DoC land (the Ōkahukura Conservation Area) for which the Group holds a DoC Community Agreement.</p>	<p>The Tapura Land and Coast Care Group is a public good community group that runs projects on public lands.</p> <p>The Joint Committee member is a Trustee of the Tapura Land and Coast Care Group (the grant applicant) but has not attended governance meetings recently due to whānau illness.</p>

TITLE: Native plant allocation for Winter 2024

Kaituhi Pūrongo | David McDermott, KMR Nursery Lead
Report Writer Lisette Rawson, Amo-Rauora Kōawa

Te Kaupapa | Purpose

To provide the Joint Committee with an update on how KMR proposes to allocate native plant orders across nurseries for winter planting in 2024.

Whakarāpopototanga | Executive summary

Winters 2022 and 2023 have provided valuable lessons for KMR's approach to managing native plant orders and planting project delivery, highlighting the challenges and opportunities of working with accredited nurseries, contractors, delivery partners and landowners, in a voluntary programme subject to weather and other disruptions. In particular, a post-project review of Winter Planting 2023 has informed the approach recommended in this paper.

Despite some challenges, the shared vision to scale-up native revegetation for erosion control and sediment reduction in the Kaipara Moana catchment is gaining momentum, and the KMR team is confident of collectively building on previous years' efforts.

Whakataunga | Recommendations

That the Joint Committee:

1. Receive the 'Native plant allocation for Winter 2024' report by David McDermott and Lisette Rawson dated 27 November 2023.
2. Endorse the recommended approach to allocating native plant orders to nurseries in 2024.

Horopaki | Background

In December 2022, the Joint Committed endorsed an approach to secure access to 400,000 seedlings from KMR accredited nurseries for the 2023 planting season. KMR pre-ordered these native plants across 21 accredited nurseries:

- 10,000 plants from each of 13 small nurseries
- 20,000 plants from each of 4 medium nurseries
- 50,000 stems from each of 4 large nurseries

This approach helped KMR to secure bulk supply of standard native revegetation species for the programme. This reduced the risk of running out of plants during the planting season, which happened with some species in winter 2022. Pre-ordering helped accredited nurseries to plan, and support KMR kaupapa in a commercially competitive market.

As a voluntary programme, pre-ordering risks KMR having excess plants at the end of the season if a nursery's allocation is not sold to KMR landowners (usually due to lack of landowner-led projects in their area). This was the case in winter 2023, which led to operational & logistical challenges but also new community connections and support (e.g. by offering plants to marae).

Tātari me ngā tūtohu | Analysis and Advice

For Winter Planting 2024, KMR aims to deliver an approach that is:

- **Landowner centred** – effective, streamlined and customer-centred
- **Planful and proactive approach** so that risks are managed
- **Early, consistent and clear communications** so expectations are shared
- **Building capability** – we are inclusive and work together to deliver good quality

- **Building scale** – effective programme delivery, operational workflow and resourcing enables us to meet landowner expectations, growing demand across the year and meet peak season demand
- **Fostering good practice** – our annual nursery accreditation review enables KMR to address plant quality, ecosourcing and other supply issues with our accredited nurseries.

Approach to native plant allocations for 2024 planting season

Staff recommend pre-allocating 500,000 native plants for winter 2024 planting from KMR’s (now 20) accredited native plant nurseries, applying the same equitable approach across nurseries as for winter 2023.

The purpose of a KMR pre-allocation is to help secure supply for native plants ahead of demand. A KMR allocation of 500,000 plants, which is a 25% increase in KMR-allocated plants from accredited nurseries, is prudent and realistic. With Expressions of Interest (EOIs) coming in for winter planting 2024 and lessons learned from previous seasons, we are confident that risks can be minimised for winter 2024.

Proposed plant allocations in 2024 across 20 accredited nurseries:

- 12,500 plants from each of 12 small nurseries
 - 25,000 plants from each of 4 medium nurseries
 - 62,500 from each of 4 large nurseries
- = **500,000** native stems

SMALL (1 FTE)	MEDIUM (4-8 FTE)	LARGE (12+ FTE)
12,500 stems each	25,000 stems each	62,500 stems each
BABYLON COAST GARDENS	FOREST FLOOR	KAURI PARK NURSERIES
CRAIG MCNAUGHT	MANGAWHAI NATIVES	RURAL DESIGN
MIRO AGRI	TE TOA WHENUA (TE ROROA)	SCRUB GROWERS
THE NATIVE PROJECT*	KAIPARA COAST PLANT CENTRE	TE ARAI NATIVE NURSERY
NATURES VISION		
NZ RIVERWOOD		
ŌTAMATEA HARBOUR CARE		
REFOREST		
SOUTH KAIPARA LANDCARE*		
WAIMARIE NURSERY		
AKERAMA MARAE		
NGATHIHINE WAIORA		
150,000 stems	100,000 stems	250,000 stems
*Unable to supply in 2023, TBC for 2024		

Table 1: Pre-allocation of seedling orders based on nursery size.

Nurseries have been grouped by size, based on Full Time Equivalent staff, and pre-order quantity is determined by this grouping. All allocated plant purchases are subject to KMR plant quality standards.

Contributing nurseries will be confirmed for 2024 following our accreditation reviews before Christmas. If numbers of accredited nurseries change as a result of this, we will adjust plant numbers per nursery in line with the principle of equity.

There is a risk that we do not sell all these pre-allocated plants, however we have identified some key mitigations to help manage this risk. These include:

- Ongoing communication with nurseries about our pipeline of demand to fulfil the pre-allocation, and demand for their plants from the open market.

- Providing a small contribution of native plants for each marae in the catchment at the start of the season, sourced from nurseries in areas where demand for native planting projects is lower at the end of May.
- Providing plants free of charge to Whenua Whānui projects or contingency projects on qualifying public land, with peoples' time to prepare, plant and maintain the site providing (close to) a matching contribution.

In line with KMR's design intent to scale up, the programme aspires to contract more than 500,000 plants for planting in winter 2024. Any plants over and above the 500,000 pre-will be ordered allocation from accredited nurseries in line with our equity principle. We do not recommend pre-allocating more native plants than this, given uncertainty in species composition and location of orders, and difficulties in matching demand to supply.

Considerations

1. Aromātai whāinga haumi mō te oranga | Wellbeing Investment objectives and assessment

The proposed approach to pre-allocating native plants supports the equitable sharing of benefits of KMR across to KMR accredited nurseries, and provides greater security of native plant supply for sediment reduction projects.

2. Ngā ritenga take pūtea | Financial implications

KMR's contribution to native plants is budgeted for under our year 4 Annual Work Plan.

3. Ngā hiranga me ngā hononga | Significance and Engagement

In relation to section 79 of the Local Government Act 2002, the decisions arising from this report are considered to be of low significance when assessed against Northland Regional Council's significance and engagement policy. This does not mean that this matter is not of significance to tangata whenua and/or individual communities, but that the Joint Committee is able to make these decisions without undertaking further consultation or engagement.⁶

4. Ngā tūraru me ngā mauru | Risks and mitigation

As set out in this paper, KMR has a plan in plan to minimise any financial risk associated with pre-allocating plants and not being able to commit these to KMR landowners through our usual SRP development process.

5. Ngā urutau huringa-ā-rangi | Climate Change Mitigation and Adaptation

This Joint Committee paper does not have wider climate change mitigation and adaptation implications.

⁶ This Joint Committee operates under the Local Government Act which requires a significance and engagement policy (which identifies when matters require special consultation with tangata whenua and the community) and to have regard to that policy when making decisions. As the administrative support for the Joint Committee is provided by the Northland Regional Council, it is that Council's Significance and Engagement Policy that will apply to Joint Committee decision making.

TITLE: Transferable Titles

Kaituhi Pūrongo | Lisette Rawson, Amo-Rauora Kōawa
Report Writer Stephanie Versteeg, Amo-Rautaki Pākihi

Te Kaupapa | Purpose

This paper seeks Joint Committee decisions on clarification of fund settings relating to subdivision consents, including transferable titles in the Auckland region.

Whakataunga | Recommendations

That the Joint Committee:

1. Receive the 'Transferable titles' report by Lisette Rawson and Stephanie Versteeg dated 27 November 2023.
2. Approve clarifications to KMR's policy settings relating to subdivision consents, including transferable titles in the Auckland region.

Horopaki | Background

KMR's primary objective is to support landowners and land managers in the Kaipara Moana catchment to deliver projects to reduce erosion and sediment loss to waterways and, ultimately, the Kaipara Moana.

KMR administers funding in line with agreed investment criteria and good practice for sediment remediation. The programme is always open to feedback on whether fund settings are enabling.

It has come to our attention that current settings relating to subdivisions, particularly in relation to transferable titles in the Auckland region, require clarification.

Tātari me ngā tūtohu | Analysis and Advice

Resource consents for subdivision can legally require a landowner to fence, plant and/or require ongoing weed and pest control for environmental benefit.

The Joint Committee has previously agreed (most recently in December 2021) criteria relating to sub-division as follows: *'Sub-division generates wealth on sale that can fund fencing and planting costs and is often a consent condition. KMR will [therefore] not support this.'* The Joint Committee also specified that KMR contracts will have *'a stipulation that sub-division within 5-years of funding will result in cost-recovery by KMR'*.

Currently, KMR contracts state that fencing and/or planting supported by KMR grants cannot be used to secure subdivision consent (including via Transferable Titles⁷ in the Auckland region) for a period of 10 years from the contract date. This longer timeframe was adopted so that KMR practice aligned with practice in Auckland Council's Healthy Waters programme.

This current operational approach means a landowner can still seek a sub-division consent or transferable title, but they cannot use KMR co-funded activity to meet the requirements of that consent. This subtlety has not always been clear in communication with landowners when they are inquiring about KMR grants.

⁷ In the Auckland part of the Kaipara Moana ecological catchment, the Auckland Unitary Plan allows landowners in the rural zone to transfer subdivision development rights from a 'Rural' zoned property to a 'Countryside Living' zoned property (meaning smaller subdivision sites can be created in the Countryside Living Zone than would normally be allowed). This is known as a Transferable Title.

It has come to our attention that current settings relating to transferable titles in the Auckland region requires clarification. Anecdotal evidence from landowners, Field Advisors and programme delivery partners indicate that it is causing uncertainty and reducing uptake of KMR grants, therefore limiting participation in the programme.

In response, KMR proposes the following clarified policy settings, which provide more specific information about KMR grant conditions and also revert to the Joint Committee's original intent regarding timeframes for clawback:

- Landowners cannot use KMR co-funded fencing or planting to meet the conditions of a resource consent for in-situ subdivision or transferable title (or, putting it another way, landowners can subdivide or gain a transferable title, but cannot use KMR co-funded works to meet the conditions of the associated consent).
- If KMR-co-funded works *are* used to meet the requirements of a consent for sub-division, including transferable title, within 5-years of KMR Grant contract date, then KMR reserves the right to cost-recover the value of the grant.

KMR is developing a systematic monitoring approach for projects that have been completed, out to 5 years from completion of planting. Such monitoring (which is expected to also include spot checks) provides a safeguard and provides an opportunity to monitor compliance with the subdivision/transferable title requirements relating to KMR co-funded project works. In practice, cost-recovery could be time-consuming and costly to implement. There are likely to be few cases where this needs to be considered, and we expect the legal basis for recovery will serve as a sufficient deterrent in most cases.

Ngā whāinga mō āmuri | Next Steps

If approved, KMR will clearly communicate this clarification to staff, delivery partners and Field Advisors and will ensure a fair operational approach to clawback of grant funding if this is required. This will take into account landowner context and time since receipt of grant.

Considerations

1. Aromātai whāinga haumi mō te oranga | Wellbeing Investment objectives and assessment

This clarification reduces barriers to accessing KMR funding, thereby supporting more equitable participation and delivery of erosion control and sediment reduction activity across the full ecological catchment.

2. Ngā ritenga take pūtea | Financial implications

There are no financial implications of this decision, other than landowner uptake is likely to grow and therefore demand for KMR's sediment remediation budget will scale up, in line with design intent.

3. Ngā hiranga me ngā hononga | Significance and Engagement

In relation to section 79 of the Local Government Act 2002, the decisions arising from this report are considered to be of low significance when assessed against Northland Regional Council's significance and engagement policy. This does not mean that this matter is not of significance to tangata whenua and/or individual communities, but that the Joint Committee is able to make these decisions without undertaking further consultation or engagement.⁸

⁸ This Joint Committee operates under the Local Government Act which requires a significance and engagement policy (which identifies when matters require special consultation with tangata whenua and the community) and to have regard to that policy when making decisions. As the administrative support for the Joint Committee is provided by the Northland Regional Council, it is that Council's Significance and Engagement Policy that will apply to Joint Committee decision making.

4. Ngā tūraru me ngā mauru | Risks and mitigation

KMR will reduce uncertainty and the current barrier to participation through this proposed policy change. We will manage the risk of poor understanding of revised policy settings through planned and targeted communications with programme partners, delivery partners, Field Advisors and landowners, and will also ensure that all Field Advisors, whether in-house, directly contracted or contracted via delivery partners, are well trained on both the change and associated key messages.

5. Ngā urutau huringa-ā-rangi | Climate Change Mitigation and Adaptation

This paper does not have wider climate change mitigation and adaptation implications, other than that increased participation in sediment remediation projects is expected to also achieve increased climate change adaptation and mitigation outcomes.

TITLE: Rephasing Procedures

Kaituhi Pūrongo | Justine Daw, Pou Tātaki
Report Writer Ilka Pelzer, MfE Observer
Stephanie Versteeg, Amo-Rautaki Pākihi

Te Kaupapa | Purpose

This paper sets out the steps required to complete the ‘time-only’ extension of the Kaipara Moana Remediation (KMR) programme.

Whakarāpopototanga | Executive summary

In October 2023, Cabinet agreed to a ‘time-only’ extension to KMR to enable the programme to continue to operate until 7 February 2031, in line with the intent of the KMR Memorandum of Understanding (MOU) which provides for a ten-year programme.

This extension can be achieved by amending clause 2.2 of the Deed of Funding (the Deed), which sets out the phasing of the programme. Under the Deed, this amendment is considered a Minor Change. The change process set out in the Deed must be used to make this amendment.

To confirm the change, both MfE and one member of each of the five Member Parties to the Deed need to sign a change request form. A signature is needed from authorised representatives and members of the KMR Joint Committee are authorised representatives, as set out in the MOU.

The change request form will be available to sign at the Joint Committee hui and can be completed digitally if needed.

Whakataunga | Recommendations

That the Joint Committee:

1. Receive the ‘Rephasing Procedures’ report by Justine Daw, Ilka Pelzer and Stephanie Versteeg dated 27 November 2023.
2. Note that the KMR Memorandum of Understanding (MOU) signed by the Ministry for the Environment and Member Parties acknowledges the programme is intended to run for ten years.
3. Endorse the ‘time-only extension’ of the KMR programme that the Crown has granted to KMR through to 8 February 2031.
4. Note to confirm the ‘time-only’ extension, which is considered a minor change under the Deed of Funding, the Ministry for the Environment requires one representative of each Member Party to the Deed to sign the change request form (Attachment 1).
5. Note Joint Committee members are authorised to sign the change request form on behalf of their Member Party.

Horopaki | Background

Kaipara Moana Remediation is currently funded as a \$200m, 6-year programme through a Deed of Funding between Member Parties (Ngā Maunga Whakahii o Kaipara Development Trust, Te Rūnanga o Ngāti Whātua, Te Uri o Hau Settlement Trust, Northland Regional Council; and Auckland Council) and MfE.

The Crown’s \$100 million contribution to the programme was secured through the *Jobs for Nature* programme. A number of factors (including ongoing COVID-19 impacts, economic headwinds, ongoing policy uncertainty, and enduring flood and cyclone impacts) mean that programme uptake has not matched original modelled assumptions. However, in the 23 months since KMR has been fully operational, KMR has laid solid foundations and is increasingly well-positioned to deliver the outcomes envisaged in the MOU, despite continued uncertainty in the wider operating context.

There have been ongoing discussions with MfE about the case to rephrase the Crown's funding commitment to better reflect the context in which KMR now operates and allow for more realistic uptake by landowners across the catchment, including iwi/hapū, catchment and community groups, and other collectives.

KMR staff and MfE agreed in April 2023 to explore in more detail the case for a time-only extension. Programme modelling was undertaken from May to July 2023, with direction on preferred scenarios gained from the Joint Committee in July. A Cabinet decision in October 2023 confirmed the Crown's commitment to provide a 'time-only' extension to KMR that would enable the programme to operate to 7 February 2031, in line with MOU intent.

Tātari me ngā tūtohu | Analysis and Advice

Extending KMR's Deed of Funding will give the programme time to invest significantly more in restoring the mauri of the Moana, thereby having significantly greater impact in line with the KMR MOU. The recommended extension supports the long-term engagement and partnership needed to achieve this vision and the associated four KMR investment outcomes.

To extend KMR funding timeframes requires an amendment to the Deed of Funding. Clause 2.2 is where programme timeframes are set out. The Clause currently states that:

- **Balance Grant amount:** *The Parties acknowledge that, subject to special term 10, Schedule 5, and all other respective obligations and limitations within this Deed, it is intended that the Ministry will contribute up to one hundred million dollars (\$100,000,000) towards the Project, being a payment of twelve million dollars (\$12,000,000) for the 2020/2021 Financial Year (as above) and the balance over the subsequent five (5) years.*

MfE's advice is that the 'time-only' extension can be confirmed by amending this clause of the Deed. This amendment could be achieved through a Change Request process as set out in Schedule 6 of the Deed (Attachment One).

To have effect, a Change Request needs to be signed by one authorised representative from each of the Parties to the Deed. Members of the Joint Committee are authorised representatives.

An MfE representative is expected to bring papers to this hui for signing by one representative of each of the Member Parties to the Deed. If any of the Parties to the Deed is not represented at the hui, then signing for that Party can be arranged afterwards, if needed.

Considerations

1. Aromātai whāinga haumi mō te oranga | Wellbeing Investment objectives and assessment

A 'time-only' extension to KMR's Crown funding until 7 February 2031 enables KMR to continue to invest in line with the commitments, including the investment outcomes, set out in its founding MOU.

A 10-year programme directly mirrors the original intent and timeframes of the MOU, and is more aligned to operational realities and landowner capacity to match KMR co-funding.

2. Ngā ritenga take pūtea | Financial implications

Endorsing a time-only extension allows Crown funding to be continued over a 10-year period to 7 February 2031, under the same conditions that apply to current funding.

No change to Council contributions is currently required, and this has been discussed with both Councils.

3. Ngā hiranga me ngā hononga | Significance and Engagement

In relation to section 79 of the Local Government Act 2002, the decisions arising from this report are considered to be of low significance when assessed against Northland Regional Council's significance and engagement policy. This does not mean that this matter is not of significance to tangata whenua

and/or individual communities, but that the Joint Committee is able to make these decisions without undertaking further consultation or engagement.⁹

A decision on this matter by Joint Committee members is in line with the provisions of the MOU and Terms of Reference, which specifically establish the Joint Committee to carry out decision-making relating to KMR.

4. Ngā tūraru me ngā mauru | Risks and mitigation

Expectation for KMR to deliver in line with MOU outcomes and funding model remains high, and KMR must demonstrate ongoing delivery in line with these. KMR will continually monitor and adapt our settings to ensure we continue to operate in line with expectations. This will include:

- Once Tātaki Wai is available in 2024, KMR will revise estimated programme outputs and impact, and reflect these in future Annual Work Plans. The Ministry for the Environment has already signalled that this programme perspective and annual work planning will play an important role in maintaining confidence in programme delivery over the life of the programme. KMR has robust systems to monitor delivery of outputs, and an outcomes monitoring framework will also be developed to enable KMR to understand its progress towards wider objectives over time.
- As part of our year-end reconciliation, we already ensure Crown expenditure each financial year is matched by contributions from Councils, landowners and other contributors. Of the \$200 million programme value, KMR's funding model assumes that \$40 million (comprising \$20 million of Crown contribution and matching council contributions) will cover non-remediation costs (i.e. costs that can't be matched by landowners). Non-remediation costs as a proportion of annual programme value are expected to reduce over time as we move out of 'start-up' and as remediation value scales. It will be more difficult to limit non-remediation costs to \$40 million over a 10-year programme, but there are opportunities to adapt fund settings to manage this risk. In 2024, KMR will actively explore options to continue to maintain a balanced funding model into the longer term, while incentivising landowners to take action.

While KMR's Deed of Funding currently provides for 6-years of Crown funding, a ten-year programme is in line with intent of the KMR MOU. For various reasons, and however incorrectly, some KMR documentation already refers to a ten-year programme or an intergenerational programme. We therefore see little risk or confusion with KMR referring to a ten-year programme in future. The Deed of Funding itself, while public, is not a widely used or referenced document, and we are confident that through usual KMR communications and engagement channels that we can respond to any requests for clarification on programme length.

5. Ngā urutau huringa-ā-rangi | Climate Change Mitigation and Adaptation

A time-only extension to KMR will enable the programme to have greater impact over time, in line with the wider investment outcomes set out in the MOU, and will facilitate greater investment by KMR, landowners and third-party co-funders in nature-based solutions that can benefit both climate change mitigation and adaptation outcomes.

Pirihongi | Attachments

Attachment 1 - Change Request form (with supporting documentation)[📄](#) 

⁹ This Joint Committee operates under the Local Government Act which requires a significance and engagement policy (which identifies when matters require special consultation with tangata whenua and the community) and to have regard to that policy when making decisions. As the administrative support for the Joint Committee is provided by the Northland Regional Council, it is that Council's Significance and Engagement Policy that will apply to Joint Committee decision making.



Kaipara Moana Remediation Fund Change Request Form (Minor Change)

Kaipara Moana Remediation (KMR) c/o Northland Regional Council Deed #24013	
Change Title:	Year 4 change request to Kaipara Moana Remediation Deed of Funding
Change Request #:	3
Date requested:	27/11/2023
Date Change Request required by (indicate if urgent):	asap
Change Request prepared by:	Ilka Pelzer
PART 1: CHANGE REQUEST DETAILS	
Justification	Requested Change (include high level details of the Change, and which Project Objective it relates to):
	The Kaipara Moana Remediation programme KMR is seeking a no-cost, time-only extension to the programme delivery from 6 years to 10 years. An extension of the current Deed of Funding #24013 signed 7 February 2021 would mean that activities currently planned will be delivered over a longer timeframe (from 8 February 2026 to 7 February 2031).
	Cabinet has met on the 2 October 2023 and agreed to extend the KMR appropriation to meet this request.
	Reason for Change (also provide any consideration given to alternative scenarios):
Programme delivery has been slower than anticipated due to delays with KMR programme set-up and programme policy development, Covid-19 lockdowns and a lack of confidence in the future regulatory environment. The KMR maurikura (delivery arm) has procured a Grant Thornton report to model output delivery for 6 years, 10 years and 12 years. The 10-year model is in line with the MOU and shows full funding could be utilised. Since moving into operational delivery, KMR performance has been encouraging with delivery confidence increasing.	
List all relevant supporting documents (this may include correspondence and planning details relevant to the change):	Document title: Deed of Funding
	Document title: Grant Thornton report
PART 2: IMPACT ASSESSMENT	



General Project Impact	Impact on Project scope or purpose:	Activities currently planned will be delivered over a longer timeframe of 10 years. The scope, purpose and budget of the project is not affected.	
	Impact on resources to deliver the change (ie, staff, volunteers):	This change will support the project to deliver on planting targets (KPIs) for this winter, and to continue to sustainably scale through timely and planful approach to implementation of the soil conservation strategy.	
	Impact on Project outcomes or benefits:	Both of these impacts mean that KMR is more likely to achieve its KPIs in this and next financial years.	
Impact on Project budget (include any new activities):			
Impact on costs	Activity:	Current Crown budget:	Revised Crown budget:
	All activities as per existing deed of funding.	\$100,000,000	\$100,000,000 (none)
		Current timeline:	Revised timeline:
	All activities as per existing deed of funding.	Ending 7 February 2026	Ending 7 February 2031
Impact on Project risks			
Impact on risks	Impact on current risks (include mitigations):	<p>If the programme is not extended, risks include:</p> <ul style="list-style-type: none"> the programme being unable to meet the long-term sediment reduction outcomes anticipated within current timeframes and funding the programme being limited in its ability to support the necessary capacity and capability build required to support implementation of the Essential Freshwater Reforms losing leveraged external co-funding that has been secured through this investment – currently matched dollar for dollar. reputational damage to the goodwill and partnerships between the Crown and delivery partners (including tangata whenua of Kaipara Uri, local government and rural communities). 	
	Details of any new risks (include mitigations):	<p>N/A</p> <p>The work programme delivery even with the new timeline is still ambitious.</p>	



PART 3: CHANGE AUTHORISATION	
Reviewed for by Recipient and recommended for signature	
Name:	Justine Daw
Role:	Pou Tātaki, KMR
Signature:	
Date:	14 November 2023
Signed for by Recipient	Northland Regional Council
Name:	
Role:	
Signature:	
Date:	
Signed for by Recipient	Auckland Council
Name:	
Role:	
Signature:	
Date:	
Signed for by Recipient	Te Uri o Hau Settlement Trust
Name:	
Role:	
Signature:	
Date:	
Signed for by Recipient	Ngā Maunga Whakahī o Kaipara Development Trust
Name:	
Role:	
Signature:	
Date:	
Signed for by Recipient	Te Rūnanga o Ngāti Whātua
Name:	
Role:	
Signature:	
Date:	
Recommended for approval by the Ministry for the Environment	
Name:	Ilka Pelzer
Role:	Senior Analyst – Strategic Investments
Signature	Electronically signed, Ilka Pelzer, Senior Analyst



Date:	3/11/2023		
Reviewed and recommended for signing by Deputy Secretary and a minimum of 5 Joint Committee members of each original signatory parties as listed above.			
Name:	Michael Mitchell		
Role:	Senior Solicitor		
Signature			
Date:	6/11/23		
Reviewed and recommended for approval by the Ministry for the Environment			
Name:	Sarah Vaughan		
Role:	Manager– Strategic Investments		
Signature			
Date:	6/11/23		
Reviewed and recommended for approval by the Ministry for the Environment			
Name:	Wes Patrick		
Role:	Acting Director, PID Investments		
Signature			
Date:	7/11/2023		
Signed for and on behalf of the Ministry for the Environment			
Decision: (circle one)	Approve	Decline	
Name:	Nadeine Dommissie		
Role:	Deputy Secretary, PID		
Signature:			
Date:	9/11/2023		



Schedule of Changes to the Deed

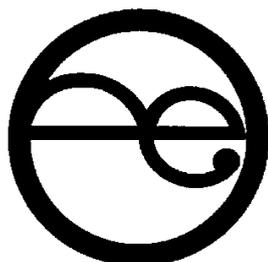
Effective Date: On the date this Minor Change has been signed by all six parties

Changes

Change to Part C, clause 2.2 of the Deed

1. Balance Grant amount: The Parties acknowledge that subject to special term 10, Schedule 5, and all other respective obligations and limitations within this Deed, it is intended that the Ministry will contribute up to one hundred million dollars (\$100,000,000) towards the Project, being a payment of twelve million dollars (\$12,000,000) for the 2020/2021 Financial Year (as above) and the balance over the subsequent nine (9) years.

Kaipara Moana Remediation DEED OF FUNDING



Ministry for the
Environment
Manatū Mō Te Taiao

PART A: PROGRAMME AND PARTIES	
DEED OF FUNDING	The Joint Committee has been approved for a grant, administered by the Ministry. The grant is subject to the terms of this Deed. This Deed is made up of the following parts: <ol style="list-style-type: none"> 1. Part A: Programme and Parties 2. Part B: Special Terms 3. Part C: General Terms 4. Any Schedules and Annexures attached to this Deed or incorporated by reference.
PROJECT NAME	Kaipara Moana Remediation Programme ("Project")
DEED NUMBER	[generated by MfE] 24013
TERM	Commencement Date: The date this Deed is executed by all Parties.
	Expiry Date: The date being the earlier of: <ol style="list-style-type: none"> (a) the termination of this Deed; and (b) the end of the Financial Year immediately following the establishment of the Future Kaipara Moana Body.
PROJECT PURPOSE	The purpose for which the grant is provided is to provide Crown funding to the Joint Committee via the Recipient to contribute towards the Joint Committee's delivery of the Project to remediate the Kaipara Moana by halting its degradation and working towards more productive, sustainable, and high value use of surrounding land.
BACKGROUND	The Kaipara Harbour ("Kaipara Moana") is New Zealand's largest harbour and is suffering from decreased and degraded water quality issues.

	<p>Ngā Maunga Whakahii o Kaipara Development Trust, Te Rūnanga o Ngāti Whātua, and Te Uri o Hau Settlement Trust (together “Kaipara Uri”) and Northland Regional Council, Auckland Council and the Ministry entered into a memorandum of understanding dated 9 October 2020 (“Memorandum of Understanding”), as annexed to this Deed as Annexure 2.</p> <p>The Memorandum of Understanding sets a framework for the Parties to formally engage with each other to determine mutually acceptable arrangements for the future of Kaipara Moana, its remediation and associated funding. This engagement aspires to a healthy and productive Kaipara Moana for Kaipara Uri and all New Zealanders of present and future generations.</p> <p>As anticipated in the Memorandum of Understanding, the Parties are now entering into this Deed to set out the terms and conditions of the Ministry’s funding towards the Project.</p> <p>The Crown and Kaipara Uri are parties to the Kaipara Moana Framework Agreement, dated 18 August 2014, which records the intentions of the Crown and Kaipara Uri to establish a Kaipara Moana body through legislation (“Future Kaipara Moana Body”) to provide for the involvement of Kaipara Uri in decisions on the Kaipara Moana, including through the preparation and approval of a Kaipara Moana Strategic Document setting out the issues, vision, and objectives for the Kaipara Moana.</p> <p>The Parties acknowledge that it will be some time until Future Kaipara Moana Body is established, but the Parties wish to commence the Project as soon as possible. To this effect the Parties, through the Memorandum of Understanding, have established the Joint Committee, being a joint committee under the Local Government Act 2002 to provide the initial engagement, stewardship and governance in respect of the Project.</p> <p>However, as the Joint Committee is not a legal entity itself and therefore cannot enter into its own contractual arrangements or hold bank accounts in its own name, the Parties have nominated the Northland Regional Council to be the recipient to receive the Grant funding under this Deed and hold and account for the same on trust to the benefit and direction of the Joint Committee’s collective governance.</p> <p>The Parties acknowledge that once the Future Kaipara Moana Body is established the arrangements in this Deed will no longer be required as the Future Kaipara Moana Body will be a legal entity and therefore be able to contract direct with the Ministry in regards to any subsequent funding and delivery in respect of the Project. It is intended that the Ministry and the Future Kaipara Moana Body will enter into a new funding deed, on terms similar to that provided for herein, to record the Ministry’s continued funding, and Future Kaipara Moana Body delivery, of the Project.</p>
<p>SUMMARY OF KEY PROJECT REQUIREMENTS</p>	<p>The initial summary of key requirements, the Project objectives and activities are set out in the Year 1 Annual Work Plan.</p>
<p>PARTIES</p>	
<p>MINISTRY</p>	<p>THE SOVEREIGN in right of New Zealand, acting by and through the Secretary for the Environment</p>
<p>RECIPIENT</p>	<p>Northland Regional Council</p>
<p>MEMBER PARTIES</p>	<p>Ngā Maunga Whakahii o Kaipara Development Trust; Te Rūnanga o Ngāti Whātua; Te Uri o Hau Settlement Trust; Northland Regional Council; and</p>

	<p>Auckland Council, in their respective individual and separate capacities.</p>	
JOINT COMMITTEE	<p>Ngā Maunga Whakahii o Kaipara Development Trust; Te Rūnanga o Ngāti Whātua; Te Uri o Hau Settlement Trust; Northland Regional Council; and Auckland Council, in their joint capacity as members of the joint committee formed and established between them under the Memorandum of Understanding and Terms of Reference to oversee the stewardship, governance and direction of the Project.</p>	
RECIPIENT CONTACT DETAILS	<p>Postal address: Private Bag 9021, Whangārei Mail Centre, Whangārei 0148 Physical address: 36 Water Street, Whangārei 0110</p>	
	MAIN CONTACT PERSON	BACKUP CONTACT PERSON
	<p>Name: Jonathan Gibbard Title: Group Manager – Environmental Services Phone: 09 4701227 Mobile: 027 807 9152 Email: jong@nrc.govt.nz</p>	<p>Name: Bruce Howse Title: Group Manager – Corporate Excellence / Deputy CEO Phone: Mobile: 0274 538 168 Email: bruceh@nrc.govt.nz</p>
JOINT COMMITTEE CONTACT DETAILS	<p>Postal address: Private Bag 92300, Auckland 1142 Physical address: Auckland Council, Level 25, 135 Albert Street</p>	
	MAIN CONTACT PERSON	BACKUP CONTACT PERSON
	<p>Name: John Hutton Title: Manager Treaty Settlements Phone: Mobile: 021 582 464 Email: john.hutton@aucklandcouncil.govt.nz</p>	<p>Name: Jonathan Gibbard Title: Group Manager – Environmental Services Phone: 09 4701227 Mobile: 027 807 9152 Email: jong@nrc.govt.nz</p>
MINISTRY FOR THE ENVIRONMENT DETAILS	MAIN CONTACT PERSON	BACKUP CONTACT PERSON
	<p>Name: Julia Price Title: Senior Analyst Phone: +64 211585590</p>	<p>Name: Moana Everson Title: Manager, At-Risk Catchments Phone: +64 220114394</p>

	Email: Julia.price@mfe.govt.nz	Email: moana.everson@mfe.govt.nz
	Address: Environment House, 23 Kate Sheppard Place, Wellington 6011 PO Box 10362 Wellington 6143	

PART B SPECIAL TERMS

1. **Joint Committee:** The Member Parties will establish the Joint Committee as set out in and in accordance with the Memorandum of Understanding and Terms of Reference.
2. **Project Management:** The Joint Committee is responsible for appointing appropriately trained, qualified, and experienced personnel and ensure that the Project is appropriately managed and delivered in accordance with the Year 1 Annual Work Plan and any subsequent Annual Work Plan. The Joint Committee has appointed the main contact set out in Part A of this Deed or otherwise notified by the Joint Committee in writing.
3. **Ministry representative:** The Joint Committee agrees that the Ministry may, on written notice, appoint a Ministry representative (or representatives) to be present at meetings of the Joint Committee as an observer only. If appointed, the Joint Committee shall ensure the Ministry representative(s) is/are provided with reasonable prior notice of, and any relevant documentation in relation to, Joint Committee meetings. For the sake of clarity, the Ministry representative(s) may not vote on any matter and may only talk to a matter if agreed to by the Chair of the Joint Committee.
4. **Project Reporting:**
 - Annual Reports:**
 - 4.1 The Joint Committee will submit to the Ministry an annual report that relates to the previous Financial Year by the date being four (4) months following the end of each Financial Year during the term of this Deed, or by such other later date to be agreed in writing by the Parties (each, an "Annual Report").
 - 4.2 The Joint Committee will ensure each Annual Report:
 - (a) uses the template agreed between the Ministry and the Joint Committee, with that template to be agreed prior to the end of the first Financial Year;
 - (b) includes a comparison of the Project activities undertaken (including Deliverables and Project activities achieved and not achieved) for the previous Financial Year against those set out in the applicable Annual Work Plan and the Year 1 Annual Work Plan;
 - (c) in relation to funding and expenditure, sets out:
 - i. the amount budgeted for on the Project activities to be undertaken and a breakdown of the budgeted expenditure for the Financial Year;
 - ii. the amount spent on the Project activities and a breakdown of the expenditure in aggregate for the period starting on the Commencement Date and ending the last day of the previous Financial Year;
 - iii. confirmation and details of contributions made by the Member Parties:
 - (i) for the Financial Year; and
 - (ii) in aggregate for the period starting on the Commencement Date and ending the last day of the applicable Financial Year;
 - iv. the amount of Grant funding invoiced and received from the Ministry under this Deed for the Financial Year, the activities to which Grant funding was applied, and any amount not spent;
 - v. the amount and details of funding contributions from any other sources:
 - (i) applied to the Project activities; and
 - (ii) in aggregate of the period starting on the Commencement Date and ending the last day of the applicable Financial Year;
 - vi. a reconciliation of the Grant monies received from the Ministry and expenses paid with the Grant monies during the period covered by the report and any interest received by the Recipient on the Grant;
 - (i) during the Financial Year; and
 - (ii) in aggregate for the period starting on the Commencement Date and ending the last day of the applicable Financial Year; and
 - vii. any unspent Grant funding from the previous Financial Year that is to be carried over to the next;
 - (d) addresses any issues raised and provides any additional information reasonably requested by the Ministry;

- (e) provides an update of health and safety in relation to the Project activities; and
 - (f) provides the Change Control Register (in accordance with paragraph 2.7 of Schedule 6).
- 4.3 The Joint Committee will prepare and submit each Annual Report to the Ministry for approval at the cost of the Joint Committee.
- 4.4 For the avoidance of doubt, the Recipient may hold, and the Joint Committee may use, Grant funding unspent in respect of a Financial Year in the following Financial Year.

Annual Report Issues:

- 4.5 If at any time during a Financial Year the Joint Committee reasonably considers that there are issues or risks or any matter detailed within the Annual Report for that Financial Year or Year 1 Annual Work Plan that may require discussion or action before the end of the Financial Year then the Joint Committee will submit a report to the Ministry on the same.

Audit Reports:

- 4.6 As part of each Annual Report the Recipient will submit (via the Joint Committee) an audit report to the Ministry in respect of the Grant funding received by the Recipient for the previous Financial Year (each, an "Audit Report").
- 4.7 Each Audit Report must be prepared by an auditor (independent from the Recipient and the Recipient's related entities) who is a chartered accountant and the scope of the audit must include:
- (a) compliance with the terms and schedules of this Deed;
 - (b) appropriate use of the Grant funding and Project funding from other sources; and
 - (c) any other reasonable matter raised by the Ministry in relation to the proposed audit.
- 4.8 In the event that an audit reveals the Recipient has misappropriated, or there are material discrepancies, in the Recipient's accounting of the Grant funding, the Recipient will be liable for the repayment of any misappropriated Grant funding monies, in addition to any other rights or remedies that the Ministry may be entitled to under the terms of this Deed and at law.
- 4.9 In the event that an audit reveals a Member Party has misappropriated, or there are material discrepancies, in the Member Party's use of the Grant funding received via the Recipient, then that Member Party will be liable for the repayment of any misappropriated Grant funding monies, in addition to any other rights or remedies that the Ministry may be entitled to under the terms of this Deed and at law.
- 4.10 Special term 4.9 will also apply to each Member Party in performance of their obligations as the Joint Committee under this Deed.

Six Monthly Reports:

- 4.11 In addition to the Annual Work Plan referred to in special term 6 below, the Joint Committee will submit to the Ministry an abbreviated report that relates to the period from 1 July to 31 December in each Financial Year (save for the first Financial Year in which this Deed is entered into) by the date being two (2) months following 31 December, or by such other later date to be agreed in writing by the Parties (each, a "Six-Month Report").
- 4.12 The Joint Committee will ensure that each Six-Month Report:
- (a) provides an update on progress towards delivering environmental outputs as outlined in the Annual Work Plan;
 - (b) where any formal training of personnel is funded by the Grant:
 - i. the number of personnel who undertook formal training;
 - ii. the number of personnel who completed that training; and
 - iii. the number of any New Zealand Qualifications Authority credits obtained by personnel undertaking that training,within the previous six-month period (together "Trainees"); and
 - (c) a financial summary that provides an update on expenditure to date, and invoice for the following 6-month period and corresponding projected expenditure for the following 6-month period tracked against the Annual Work Plan budget. The Joint Committee will supply this financial summary prior to 30 November in each year.

Monthly Job Metrics:

- 4.13 With regard jobs which are funded wholly or partially from the Grant, the Joint Committee will report to the Ministry at the end of each month during the Term of this Deed with a calculation of:
- (a) the then current full-time equivalent personnel employed or contracted ("FTEs"); and
 - (b) the number of new FTEs in the previous month,
- (each, a "Job Metric Report").
- 4.14 For clarification, the calculation of the Trainees and FTEs under special terms 4.124.12(b) and 4.13 respectively will include personnel employed or contracted or training directly with a Member Party (or any entity created by the Joint Committee or a Member Party for the purposes of delivering the Project) or any contractor contracted in the delivery of the Project.
- 4.15 The Ministry acknowledges the Joint Committee will use reasonable endeavours to provide accurate reporting under special terms 4.124.12(b) and 4.13 respectively and in some circumstances may supply the Ministry with an estimate of these figures.

5. Approval of Reports

- 5.1 The Ministry will consider the Annual Report or Six-Month Report submitted to it under special term 4 and notify the Joint Committee in writing within twenty (20) Working Days (time being of the essence) of receipt whether the Ministry:
- (a) accepts the report, or
 - (b) requests reasonable modifications to the report, such request to be accompanied by the Ministry's rationale for the modification request.
- 5.2 If the Ministry accepts the Annual Report or Six-Month Report or does not reply in the timeframe provided for in special term 5.1 above, then the relevant report will be deemed to be accepted.
- 5.3 Where the Ministry requests reasonable modifications to any Annual Report or Six-Month Report submitted to it under special term 5.1, the Joint Committee will promptly and as it reasonably considers appropriate update the report accordingly and resubmit to the Ministry for its subsequent review in accordance with special term 5.1, save that the time period for the Ministry's review of the same will reduce to five (5) Working Days (time being of the essence).
- 5.4 Where the Ministry and the Joint Committee disagree on any modifications requested by the Ministry or suggested by the Joint Committee the appointed representatives of the Minister and Joint Committee will discuss matters related to the report.
- 5.5 The parties acknowledge that the Job Metric Reports are submitted on an information basis only and no consideration or approval will be required in respect of these reports.

6. Annual Work Plans

- 6.1 The Parties acknowledge that the Year 1 Annual Work Plan is the Annual Work Plan applicable from the Commencement Date until 30 June 2021.
- 6.2 The Joint Committee shall prepare a draft Annual Work Plan for each Financial Year of the Term and submit this draft to the Ministry for review and comment by 30 April of each year of the Project. The Parties acknowledge that should an Annual Work Plan not be provided by 30 April it can be provided later; however, this may delay the payment of the associated Grant funding.
- 6.3 The Joint Committee will ensure that each Annual Work Plan:
- (a) uses the template form agreed between the parties under special term 4.2(a);
 - (b) details the budget and funding sources for all Project activities;
 - (c) details the amount of funding required from all sources;
 - (d) details the amount of Grant funding required from the Ministry in the first six (6) months of the relevant Financial Year (**First Payment**) and the amount of Grant funding required from the Ministry in the second six (6) months of the relevant Financial Year (**Second Payment**);
 - (e) details the Project activities and associated Deliverables; and
 - (f) details any statutory permissions or consents required to undertake any of the proposed Project activities.

7. Review of Annual Work Plans

- 7.1 The Ministry will consider the draft Annual Work Plan submitted to it and notify the Joint Committee in writing within twenty (20) Working Days (time being of the essence) of receipt whether the Ministry:
- (a) accepts the draft Annual Work Plan; or
 - (b) requests reasonable modifications to the draft Annual Work Plan, such request to be accompanied by the Ministry's rationale for the modification request.
- 7.2 If the Ministry accepts the draft Annual Work Plan or does not reply in the timeframe provided for in special term 7.1 above, then it will be deemed to be incorporated into and form part of this Deed from the date of the notice. For the avoidance of doubt, acceptance of a draft Annual Work Plan is not subject to the Change of Control Process in Schedule 6.
- 7.3 Where the Ministry requests reasonable modifications to a draft Annual Work Plan, the Joint Committee will promptly and as it reasonably considers appropriate update the draft Annual Work Plan accordingly and resubmit to the Ministry a revised and final Annual Work Plan for subsequent review under special term 7.1, save that the time period for the Ministry's review of the same will reduce to five (5) Working Days (time being of the essence). Upon the Ministry's approval of the resubmitted Annual Work Plan it will be deemed to be incorporated into and form part of this Deed from the date of the resubmission.
- 7.4 Save as otherwise provided for in the Year 1 Annual Work Plan or a finalised Annual Work Plan, the Joint Committee must not begin delivering any new Project activities and Deliverables for a particular Financial Year that are intended to be funded by the Grant until the Annual Work Plan has been finalised in accordance with this special term 7.
- 7.5 The Ministry will make payment of the First Payment and Second Payment for each Financial Year following the Ministry's approval of the Annual Work Plan received from the Joint Committee and valid tax invoices received from the Recipient.
- 7.6 Where an Annual Work Plan has been submitted to the Ministry but is yet to be finalised in accordance with this special term 7, then, to enable continuity of the Project programme, the Ministry will advance that portion of the Grant funding for those Project activities and Deliverables set out in the draft Annual Work Plan that it does agree with as if and on the basis that the Annual Work Plan has been agreed and finalised.
- 7.7 In the event this Deed is entered into without a Year 1 Annual Work Plan attached, then the Joint Committee will prepare and submit the same to the Ministry on the same basis as an Annual Work Plan as detailed in special terms 6 and 7.

8. Remedial Plan:

- 8.1 If at any time:
- (a) the Ministry considers that the Recipient or a Member Party or the Joint Committee (within this clause 8 the "**Breaching Party**") has breached, or will imminently breach, any of its obligations under this Deed; or
 - (b) the Breaching Party has given the Ministry notice of a breach or likely breach of any of its obligations under this Deed,
- (in each case a "**Delivery Issue**"), the Ministry may give notice to the Breaching Party (with a copy to the Joint Committee if not the Breaching Party) setting out the Delivery Issue ("**Delivery Notice**").
- 8.2 As soon as practicable after receipt of a Delivery Notice (and in any event within three (3) Working Days of receipt) the Breaching Party will consult with the main contact of the Ministry as set out in Part A of this Deed or otherwise notified by the Ministry in writing.
- 8.3 As soon as reasonably practicable after receipt of a Delivery Notice the Breaching Party will prepare and provide to the Ministry (with a copy to the Joint Committee if not the Breaching Party) a proposed plan setting out ("**Remedial Plan**"):
- (a) full details of the Delivery Issue (including its causes, expected duration and impact on the Project and the Breaching Party's obligations under this Deed);
 - (b) a plan (including defined timeframes setting out the steps it will take to eliminate, and mitigate the effect of, the Delivery Issue and prevent the Delivery Issue from recurring, as applicable; and
 - (c) success criteria to determine whether the Delivery Issue has been rectified ("**Success Criteria**").

- 8.4 The Breaching Party will (as soon as reasonably practicable following receipt of a request by the Ministry) make such amendments to the proposed Remedial Plan as the Ministry may reasonably require and deliver the amended Remedial Plan to the Ministry for review (with a copy to the Joint Committee if not the Breaching Party).
- 8.5 The Ministry will review the amended Remedial Plan and will promptly at its sole discretion (and, in any event, within five (5) Working Days of receipt) either:
- (a) approve the Remedial Plan by written notice to the Breaching Party;
 - (b) notify the Breaching Party of any amendments required to the Remedial Plan; or
 - (c) issue to the Breaching Party a further notice which specifies that the relevant Delivery Issue has not been remedied.
- 8.6 If the Ministry approves the Remedial Plan, the Breaching Party will implement the Remedial Plan in accordance with its terms and this Deed.
- 8.7 The Ministry agrees to follow the process set out in special terms 8.1 - 8.5 before:
- (a) exercising its rights under clause 5.4(a) to reduce the Grant; or
 - (b) exercising its rights under clause 5.5 to terminate this Deed, unless the Ministry at its sole discretion considers the circumstances are a material breach of this Deed that is not capable of remedy; or
 - (c) claiming any or all of the Clawback Amount under clause 2.8 of Schedule 4 (Capital Assets) of this Deed.

For the avoidance of doubt, the fact that the Ministry follows the process in special terms 8.1 - 8.5 does not prevent it from subsequently exercising the rights referred to in special terms 8.7 (a) and (b) above.

- 8.8 The exercise, or deferral, by the Ministry of its rights in this special term 8 will be without prejudice to any other rights of remedies of the Ministry under this Deed or otherwise.

9. Payment of Funding

- 9.1 Subject to special term 9.2, in each Financial Year the Grant funding is the amount set out in the Annual Work Plan as the amount to be paid by the Ministry.
- 9.2 Subject to the Annual Work Plan requirements set out in special term 7, in each Financial Year, the Ministry shall pay to the Joint Committee (via the Recipient) the Grant funding amount set out in the Year 1 Annual Work Plan or Annual Work Plan. Payment shall be made following the Ministry's receipt of a valid tax invoice from the Recipient as follows:
- (a) in the 2020/21 Financial Year, the Initial Amount (set out in clause 2.1 of Part C) or any portion of the Initial Amount as specified in the Year 1 Annual Work Plan before the date being ten (10) Working Days following the date on which the Ministry receives a valid tax invoice from the Recipient; and
 - (b) subject to the satisfaction of the condition subsequent at special term 10.1, and if applicable, any Financial Year thereafter during the term of this Deed:
 - i. the First Payment within ten (10) Working Days of the final Annual Work Plan being provided to the Ministry under special term 7; and
 - ii. the Second Payment on 1 January of the relevant Financial Year.
- 9.3 The parties acknowledge that if any portion of the Initial Amount has not been invoiced by the Recipient in the 2020/21 Financial Year (and subject to the satisfaction of the condition subsequent at special term 10.1) then the Recipient may invoice the Ministry for the remainder of the Initial Amount in subsequent Financial Years.

10. Further Funding:

- 10.1 It shall be a condition subsequent to the payment of any Grant funding in the 2021/22 Financial Year, and if applicable, any Financial Year thereafter that Auckland Council and Northland Regional Council (at their respective discretion) commit to co-fund (whether through direct funding, financing, staff and resource allocation or otherwise) the Project through their respective Long-Term Plans, in combination with other third-party contributions (i.e., landowner, industry association, philanthropic), to the total of \$100 million (the "Co-funding"). The Co-Funding, for the first year of this Deed, will be up to \$1 million from Auckland Council and up to \$500,000 from Northland Regional Council.
- 10.2 In the event that either Auckland Council or Northland Regional Council withdraws their commitment to Co-funding the Project at any time after the first year of the Project then the members of the Joint Committee will meet to review continuance of the Project. Any continuance would be on the basis of a renegotiation of the funding arrangements for the future.

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- 10.3 The condition subsequent at special term 10.1 is inserted for the benefit of the Ministry and the Ministry may, at its discretion and on written notice to the Member Parties waive or defer the satisfaction of the same.
- 10.4 Any extension of this Deed's duration and change to the Grant amount specified in clause 2.1(a) of Part C will comply with clause 3.2 (Changes) of Part C to this Deed.
- 10.5 Further to clause 2.2 (Maximum) of Part C to this Deed, the Joint Committee acknowledges and agrees that the availability of further Grant funding is not guaranteed.
11. **Co-funding:**
Further to clause 2.6 (Full Funding) of Part C of this Deed, in the event that the Annual Work Plan or Year 1 Annual Work Plan states the Joint Committee has or will obtain any Co-Funding, then the Joint Committee must as soon as reasonably practicable notify the Ministry if it becomes aware of any circumstances that may result in some or all of the Co-Funding not being secured and available to the Joint Committee.
12. **Grant Administration:**
From the Commencement Date, the Recipient will establish and maintain for the duration of this Deed a reserve account representing the accumulated balance of the Grant. This reserve account will only be used for the purposes of receiving and distributing the Grant. The Recipient will include an interest calculation on its monthly closing balance in that reserve account at the deposit/investment monthly average interest rate. Any interest calculation shall be notified to the Ministry in each Annual Report required by special term 3.
13. **COVID-19 Pandemic:**
The Joint Committee confirms that it is able to meet its obligations as contained in this Deed, on the basis of the Government imposed restrictions in place as a result of the COVID-19 pandemic as at the Commencement Date. The Joint Committee will take appropriate steps to address any potential risks to and impacts upon the successful delivery of the Project, which may include requesting the Project be suspended or varied in accordance with the terms of this Deed.
14. **Te Roroa Whatu Ora Trust:**
The parties acknowledge that Te Roroa Whatu Ora Trust may wish to enter into this Deed in the capacities of a Member Party and member of the Joint Committee at a future date. Should Te Roroa Whatu Ora Trust, with the agreement of the other contracting parties, enter into the Memorandum of Understanding and the Joint Committee, then the Parties will enter into such amendment and variation of this Deed as is required under clause 3.2 to incorporate Te Roroa Whatu Ora Trust as a Member Party and member of the Joint Committee herein.

PART C: GENERAL TERMS

Section 1: Definitions and Interpretation

1. Definitions and Interpretations:

1.1 In this Deed, unless the context requires otherwise, the following definitions shall apply:

"Annual Work Plan" means the annual plan prepared by the Joint Committee detailing budgets and funding sources, Project activities and Deliverables for a particular Financial Year (or part thereof) of the Project;

"Capital Assets" means those assets used in the production of goods or the rendering of services by a Member Party that are acquired, enhanced or brought to working order, by the Joint Committee using an amount of the Grant but exclude the Excluded Assets;

"Capital Costs" means costs incurred by the relevant Member Party in acquiring an asset, enhancing an asset or in bringing an asset to working order or to a state in which it can produce the goods or render the services as required for the Project;

"Clawback Amount" means an amount calculated as follows:

$$\text{Clawback Amount} = G - (G \times (x/y)),$$

Where, for the relevant Capital Asset:

G = that amount of the Grant applied to Capital Costs

x = the number of whole calendar months since the first payment of that part of the Grant applied to Capital Costs

y = the number of months of the restriction period set out in Schedule 4;

"Commencement Date" means the date specified in Part A of this Deed;

"Deed" means this deed comprising Parts A-C of this deed, and any and all Schedules, Annexures, Year 1 Annual Work Plan and Annual Work Plans attached or incorporated by reference;

"Deliverable" means any deliverable to be completed as part of the Project as set out in the relevant Annual Work Plan;

"Excluded Assets" mean any asset that in the course of undertaking and facilitating the Project and its Deliverables have, and in the normal course would have, vested and/or transferred to a third party including, by way of example only, fences, plants and other improvements to land;

"Expiry Date" means the date specified in Part A of this Deed;

"Financial Year" means any twelve (12) calendar month period, or part period thereof, commencing on 1 July;

"Force Majeure Event" means:

- (a) fire, explosion, lightning, storm, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquakes, epidemic or pandemic, riot and civil commotion;
- (b) failure by any utility company or other like body to carry out works or provide services;
- (c) any failure or shortage of fuel or transport;
- (d) war, civil war, armed conflict or terrorism;
- (e) any official or unofficial strike, lockout or other labour dispute;
- (f) governmental action; or
- (g) such other substantially similar circumstances which prevents a Party from performing its obligations under this Deed;

"Grant" means the sum of funding provided by the Ministry to the Recipient pursuant to this Deed, initially being the amount specified at clause 2.1 of Section 2;

"Insolvency Event" means:

- (a) the Recipient is unable or is deemed to be unable to pay its debts when they fall due;

- (b) a receiver, liquidator or other encumbrancer is appointed to the Recipient or to any part of its assets or undertakings;
- (c) a compromise or arrangement is proposed or made between the Recipient and its creditors or any class of them;
- (d) any indebtedness of the Recipient is not paid when due or shall become due and payable or steps are taken to enforce any charge, mortgage or Security Interest for such indebtedness; and/or
- (e) any present or future charge, mortgage or Security Interest over or in respect of any of the assets of the Recipient becomes enforceable or is enforced;

"Intellectual Property" means all manner of intellectual property rights including (without limitation) patents, trademarks and service marks, logos, copyright, design rights and know-how whether registrable or not in any country;

"Joint Committee" means together initially Ngā Maunga Whakahii o Kaipara Development Trust, Te Rūnanga o Ngāti Whātua, and Te Uri o Hau Settlement Trust, Northland Regional Council and Auckland Council as defined, formed, and established between them under the Memorandum of Understanding and Terms of Reference, each contracting individually to this Deed;

"Minister" means the Minister for the Environment;

"Parties" means together the parties to this Deed and **"Party"** means any one of them;

"Member Parties" means together initially Ngā Maunga Whakahii o Kaipara Development Trust, Te Rūnanga o Ngāti Whātua, and Te Uri o Hau Settlement Trust, Northland Regional Council and Auckland Council as defined in the Memorandum of Understanding and **"Member Party"** means any one of them, each contracting as individuals to this Deed;

"Project" means the Kaipara Moana Remediation Programme and the projects and activities to be undertaken by the Joint Committee in accordance with this Deed;

"Project Closure Report" means the project closure report prepared by the Joint Committee in accordance with clause 4.9;

"Project Costs" means those costs incurred by the Member Parties that are reasonable (including the costs associated with administering and participating in the Joint Committee) and either:

- (a) directly attributable to the Deliverables; or
- (b) if they cannot be directly attributed to the Deliverables, can be allocated to the Project in accordance with a standard cost allocation system and cost drivers,

measured in standard accrual accounting terms but excluding:

- (c) any mark up or profit margin by the Member Party; and
- (d) any costs based on theoretical or perceived market rates;

"Restriction Period" means in respect of each Capital Asset, a period of sixty (60) months from the date of first payment of any portion of the Grant is applied to relevant Capital Costs;

"Security Interest" has the meaning given to that term in the Personal Property Securities Act 1999;

"Terms of Reference" means the terms of reference set out in the Memorandum of Understanding describing the functions, make-up and procedure of the Joint Committee;

"Working Day" has the same meaning as defined in the Property Act 2007; and

"Year 1 Annual Work Plan" means the annual work plan prepared by the Joint Committee focused upon the period between the Commencement Date until the end of the first Financial Year and attached at Annexure 1 to this Deed.

1.2 In the interpretation of this Deed, unless otherwise stated:

- (a) no executive or prerogative power or right, or any immunity, of the Crown is affected by this Deed;
- (b) "including" and similar words do not imply any limitation;
- (c) reference to the singular includes the plural and vice versa and references to any gender includes both genders;
- (d) headings are included for ease of reference only and shall not affect the interpretation of this Deed;
- (e) references to clauses and schedules are references to clauses of and schedules to this Deed;
- (f) amounts are in NZ\$ and exclude GST (if any);

- (g) if the Recipient or Member Party or Joint Committee comprises more than one person, each of those person's liability to the Ministry is joint and several;
- (h) references to a party or a person includes any form of entity and their respective successors, assigns and representatives; and
- (i) any statutory reference includes any statutory extension, amendment, consolidation or re-enactment and any statutory instrument, order or regulation made under any statute for the time being in force.

1.3 **Precedence:** In the event of a conflict between:

- (a) the terms of Part B and Part C of this Deed, Part B (Special Terms) shall take precedence;
- (b) Parts A-C of this Deed, and any other Schedule or attachment (including the Year 1 Annual Work Plan and Annual Work Plans), Parts A-C of this Deed shall take precedence;

except to the extent the Parties expressly agree in writing otherwise with reference to this clause 1.3.

Section 2: The Grant

2. The Grant:

- 2.1 **Initial Grant amount:** The Ministry approves the Grant for the Project for the 2020/2021 Financial Year of twelve million dollars (\$12,000,000) ("Initial Amount").
- 2.2 **Balance Grant amount:** The Parties acknowledge that, subject to special term 10, Schedule 5, and all other respective obligations and limitations within this Deed, it is intended that the Ministry will contribute up to one hundred million dollars (\$100,000,000) towards the Project, being a payment of twelve million dollars (\$12,000,000) for the 2020/2021 Financial Year (as above) and the balance over the subsequent five (5) years.
- 2.3 **Maximum:** Under no circumstances shall the Grant funding payable to the Joint Committee via the Recipient exceed the amount specified in 2.2.
- 2.4 **Multi-year Projects:** If the Project spans or shall span over multiple Financial Years, the terms in Schedule 5 (Multiyear Projects) shall apply.
- 2.5 **Capital Assets:** The terms in Schedule 4 (Capital Assets) shall apply to Capital Assets (if any).
- 2.6 **Full funding for the 2020/2021 Financial Year:** The Joint Committee warrants and represents that, as at the Commencement Date, it will not require any further funding from the Ministry for the 2020/2021 Financial Year in respect of the Project.
- 2.7 **Use of Grant:** The Recipient and Joint Committee must only use the Grant for the purposes of the Project and in accordance with this Deed. In particular, the Joint Committee shall:
 - (a) ensure that the Grant is only used for costs that are Project Costs;
 - (b) ensure that expenses incurred in carrying out the Project are reasonable;
 - (c) only use that part of the Grant for Capital Costs identified within the Year 1 Annual Work Plan or an Annual Work Plan approved by the Ministry;
 - (d) account for the Grant received under this Deed in accordance with generally accepted accounting practices, with appropriate internal controls to ensure that the Grant is applied for the purposes of this Deed;
 - (e) establish, and maintain for the period of the Project, cost codes that relate specifically to all costs incurred for the purposes of this Project so that the Project Costs can be categorised and reported by their nature;
 - (f) comply with any cost policies provided by the Ministry from time to time in relation to the accounting treatment of Project Costs and use of the Grant;
 - (g) ensure that the Grant is used to fund the Project Costs incurred by a Member Party or subcontractor specified in the Annual Work Plan, when those costs are properly due and payable;
 - (h) follow appropriate procurement processes when buying goods or services for the Project so that only reasonable, open market costs are incurred on an arm's length basis managing any conflict of interest. If there is a conflict of interest such conflict must be declared to the Ministry and managed appropriately by the Joint Committee;
 - (i) not claim for costs or expenses that have been, or will be, claimed from other sources, except as expressly provided for in this Deed or identified within an Annual Work Plan approved by the Ministry; and

- (j) not claim or use any part of the Grant to support or assist activities which are political (e.g. supporting a political party or movement, running a political campaign, or lobbying against the Government).
- 2.8 **Expenses:** The Joint Committee will formulate and establish its own expense policy by reference to the cabinet guidelines and the existing expense policies and arrangements of Auckland Council and Northland Regional Council.
- 2.9 **Public statements:** Before making any public statement in respect of this Deed or the Grant the Party wishing to make such a statement will request feedback from the other Parties and consider such feedback.
- 2.10 **No Retrospective Costs:** The Ministry will not be liable for any costs or liabilities incurred by the Member Parties in relation to the delivery of the Project prior to 9 October 2020, being the date of each council's formal resolution to sign the Memorandum of Understanding.
- 2.11 **Costs included as part of Council co-funding:** Northland Regional Council and Auckland Council may include any reasonable cost they have incurred on the Project since 9 October 2020 (inclusive), being the date of each council's formal resolution to sign the Memorandum of Understanding, as part of their individual contribution to the co-funding of the Project.
- 2.12 **Early Costs Recovery:** The Ministry acknowledges and agrees that the Recipient, at the Joint Committee's direction, may repay, out of the Initial Amount the Northland Regional Council and Auckland Council for any sums spent on the Project for the period from 9 October 2020 to the date immediately prior to the Commencement Date (both dates inclusive). If the Northland Regional Council and Auckland Council are repaid as provided for in this clause 2.12 then the Northland Regional Council and Auckland Council will not account for the same expenditure as part of their individual contribution to the co-funding of the Project under clause 2.11.

Section 3: General Terms and Conditions

- 3. **General Terms and Conditions:**
 - 3.1 **Entire Agreement:** This Deed (including the Year 1 Annual Work Plan, Annual Work Plans and attachments) contains everything the Parties have agreed on in relation to the Grant. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, save as permitted by law.
 - 3.2 **Changes:** Any variation to this Deed (including variations to the Year 1 Annual Work Plan, the Annual Work Plans) must be in accordance with Schedule 6 (Change Control Process).
 - 3.3 **Severability:** If any term of this Deed becomes or is declared by any court to be invalid or unenforceable in any way:
 - (a) such invalidity or unenforceability shall in no way impair or affect the remainder of the Deed which will remain in full force and effect; and
 - (b) the invalid or unenforceable term will be replaced with a provision which as far as possible accomplishes the original purpose of the term.
 - 3.4 **Waiver:** Any delay or failure by a Party at any time to exercise (in whole or in part) any right or remedy under this Deed shall not be construed as a waiver of any such right or remedy and shall not affect the validity of this Deed (in whole or in part). No waiver shall be effective unless it is expressly stated in writing to be a waiver and communicated to the other Parties in writing. Any waiver will not constitute a waiver of any subsequent exercise of the same right or remedy in the future.
 - 3.5 **Governing Law and Jurisdiction:** This Deed is governed by the laws of New Zealand and the Parties submit to the exclusive jurisdiction of New Zealand's courts.
 - 3.6 **Dispute Resolution Procedure:** If any dispute arises out of or in connection with this Deed, the dispute will be referred to the dispute resolution process provided for in the Memorandum of Understanding as if that were incorporated in this Deed in full *mutatis mutandis*.
 - 3.7 **Intellectual Property Rights:**
 - (a) Intellectual Property owned by a Party or its licensors prior to the Commencement Date and Intellectual Property developed by a Party independently from this Deed, remains the property of that Party or its licensors as the case may be.
 - (b) Intellectual Property developed by the Joint Committee, whether before or following the Commencement Date, remains the property of the Joint Committee and will be treated in accordance with the Memorandum of Understanding.

- (c) Subject to clause 3.7(a), any Intellectual Property created or developed in the course of the Project shall become the property of the Joint Committee.
- 3.8 **Third Party Rights:** Unless expressly stated no part of this Deed shall create rights in favour of any third party pursuant to Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017 (contractual privity).
- 3.9 **Term:** This Deed shall commence on the Commencement Date and shall, subject to rights of termination under this Deed, continue in force until the Expiry Date.
- 3.10 **Consequences of Expiry / Termination:** Termination of this Deed shall be without prejudice to any rights or liabilities accrued at the date of termination, provided that the Ministry shall cease to have any obligation to pay the Grant to the Recipient.
- 3.11 **Notices:** Any notice given under or pursuant to this Deed shall be in writing and signed by an authorised person and may be delivered personally by hand, post or email to the other party at the address stated in this Deed. Notices shall be deemed delivered as follows:
- (a) if delivered personally by hand, at the time of delivery;
 - (b) if posted, on the third (4th) Working Day after posting;
 - (c) if emailed, on the day of successful transmission as confirmed by the email system; and
 - (d) if delivered after 5pm, at 9am the next Working Day.
- 3.12 **Counterparts:** This Deed may be executed by the Parties in two or more counterparts (including scanned and emailed PDF copies), each of which shall be deemed an original but when taken together will constitute a binding and enforceable agreement between the Parties.
- 3.13 **Force Majeure:** A Party (“the affected party”) shall not be liable to the other Parties for any delay or failure to perform any of their obligations under this Deed if such delay or failure results from a Force Majeure Event, provided that where a Party seeks to rely upon this clause:
- (a) As soon as reasonably practicable following the affected party becoming aware of the Force Majeure Event, it shall notify the other Parties and confirm the estimated period that the delay or failure may continue.
 - (b) The affected party shall use its reasonable endeavours to continue to perform its obligations under this Deed and minimise the effect of the event for the duration of any Force Majeure Event.
 - (c) If any Force Majeure Event prevents the affected party from performing its obligations under the Deed for a period in excess of thirty (30) calendar days, then Party may terminate the Deed by notice in writing with immediate effect.
- The affected party will not be entitled to relief under this clause in any circumstances to the extent it has caused or substantially contributed to any delay or failure in the performance of its obligations.
- 3.14 **Survival:** The following clauses shall remain in full force and effect after expiry or termination:; clauses 2.10 (No Retrospective Costs), 3.5 (Governing Law and Jurisdiction), 3.6 (Dispute Resolution Procedure), 3.7 (Intellectual Property Rights), 3.11 (Notices), 4.3 (Endorsement), 4.4 (Publications),4.7 (Allow Access), 4.8 (Confidentiality), 4.9 (Recordkeeping), 4.10 (Official Information Requests),4.11 (Third Party Intellectual Property Rights), 4.16 (Insurance), 4.18 (Default Interest),5.3 (Ministry Publicity and Confidentiality),, 5.9 (Limitation of Liability), Schedule 2 (Publications), Schedule 3 (Audit), Schedule 4 (Capital Assets), Schedule 5 (Multiyear Project), Schedule 6 (Change Control Process),this clause and any other clauses of this Deed which by their nature are intended to survive expiry or termination of this Deed.

Section 4: Joint Committee’s Rights and Obligations

4. **Joint Committee’s Rights and Obligations:**
- 4.1 **Project Delivery:** The Joint Committee must carry out the Project and complete the Deliverables in accordance with the Year 1 Annual Work Plan and Annual Work Plans, the terms and conditions of this Deed. In particular, the Joint Committee shall:
- (a) comply with all New Zealand laws, codes and standards and all applicable international conventions; and
 - (b) obtain every necessary and prudent authorisation in order to carry out the Project before any actions requiring the authorisations are commenced and comply with such consent or authorisation.
- 4.2 **Keep the Ministry Informed:** The Joint Committee shall keep the Ministry properly informed in writing (and in electronic form if requested) about:

- (a) progress any important issues in relation to the Project including notifying the Ministry immediately if it becomes aware of any issues that may affect delivery of the Project in accordance with the Year 1 Annual Work Plan or an Annual Work Plan that may require any material changes to be made in relation to the Project, or that might give rise to liability or enforcement action under any laws and obligations; and
 - (b) any enforcement action commenced against the Member Parties under any laws, regulations, codes, standards or applicable international convention, in relation to the Project or its role in the Joint Committee.
- 4.3 **Endorsement:** The Joint Committee acknowledges and agrees that the Minister does not necessarily endorse the Project and accordingly the Joint Committee shall not represent that the Minister endorses the Project. However, the Joint Committee will appropriately acknowledge the Grant in all publications and publicity about the Project, and the form and content of such acknowledgement shall comply with Schedule 2 (Publications).
- 4.4 **Publications:** The Joint Committee shall comply with the requirements detailed in Schedule 2 (Publications) in respect of any publication (in any form) arising from this Deed or the Grant.
- 4.5 **Post- Project review:** The Joint Committee agrees that following the Expiry Date, it shall provide access to its personnel and make information available as reasonably required by the Ministry for the purposes of reviewing the Project and/or the Grant.
- 4.6 **Project Closure Report:** At the completion of the Project the Joint Committee will prepare a Project Closure Report and submit it to the Ministry no later than three (3) months after the Expiry Date. The Project Closure Report is to include:
 - (a) an assessment of the extent to which the Project objectives (agreed in the Year 1 Annual Work Plan) have been achieved;
 - (b) a comparison of the Project's activities undertaken during the Term against those set out in each of the Annual Work Plans;
 - (c) identification of any lessons learned through the delivery of the Project;
 - (d) the budget for the Project activities set out in the Year 1 Annual Work Plan and the Annual Work Plans, the actual amount spent and variance for the Term;
 - (e) a reasonable breakdown of expenditure;
 - (f) confirmation and details of contributions made by the Member Parties;
 - (g) the amount of the Grant received and the activities to which it was applied; and
 - (h) the amount and details of contributions from any other funding source towards the Project,provided that no such report will be required from the Joint Committee if the Future Kaipara Moana Body is established and continues with the Project.
- 4.7 **Allow Access:** The Recipient and the Joint Committee agree that upon the Ministry's request it shall provide, at all reasonable times and upon reasonable notice, reasonable access to their premises, personnel and records (physical files and electronic) for the purpose of audit and verification of work undertaken, use of the Grant and other reasonable purposes in connection with this Deed in accordance with Schedule 3 (Audit) and completion of the Post-Project review in accordance with clause 4.5.
- 4.8 **Confidentiality:** Confidential information between the parties shall be treated as provided for in the Memorandum of Understanding as if the confidential information provisions were incorporated in this Deed in full *mutatis mutandis*.
- 4.9 **Recordkeeping:** The Recipient shall keep accounts (to Generally Accepted Accounting Practice standards) and other records, which enables prompt and accurate verification of any matter in relation to the Project, particularly about how the Grant has been or will be used, and what expenditure by item has been incurred. Records must be retained and available for review, audit, copying and use by the Ministry's representatives at any time during, and for at least 7 years after the Expiry Date.
- 4.10 **Official Information Requests:** The Parties will inform each other of any request received for information under the Official Information Act 1982 or the Local Government Official Information and Meetings Act 1987.
- 4.11 **Third Party Intellectual Property Rights:** The Joint Committee:
 - (a) warrants that it has a legal entitlement to use the Intellectual Property provided as part of the Deliverables and that providing the Deliverables does not infringe the Intellectual Property of any third party; and
 - (b) indemnifies the Ministry against any claim arising from the Joint Committee's infringement or alleged infringement of any third party's Intellectual Property.

- 4.12 **Representations and Warranties:** Each Member Party represents and warrants (in its various capacities under this Deed) to the Ministry that:
- (a) it has full power and authority to enter into and perform this Deed and this Deed has been executed by a duly authorised representative of the Member Party;
 - (b) all information, documents and accounts of the Member Party submitted to the Ministry for its appraisal of the Project for the purposes of this Deed are true and accurate and no change has occurred since the date on which such information was supplied which renders the same untrue or misleading in any respect and that there has been no material adverse change in the business, assets, operations or prospects of the Recipient since such information was provided; and
 - (c) the Member Party has disclosed to the Ministry all information which would or might reasonably be thought to influence the Ministry in awarding the Grant to the Joint Committee or the amount thereof.
- 4.13 **Assignment:** No party may assign its rights under this Deed.
- 4.14 **Subcontracting:** A party may sub-contract any of its obligations or make any sub-grant under this Deed but such party continues to be responsible for delivery of the Project and its performance under this Deed and will remain wholly responsible for the work, acts and/or omissions of its subcontractor or subgrantees.
- 4.15 **Relationship and Authority:**
- (a) Nothing in this Deed shall constitute a partnership (being a relationship between persons carrying on a business in common with a view to profit), joint venture, principal/agent or employer/employee relationship between the Parties for any purposes. The relationship between the Parties is a relationship only for the supply of funding on the terms set out in this Deed.
 - (b) The Recipient and Joint Committee may not say or do anything on behalf of the Ministry (or the Minister).
- 4.16 **Insurance:** Each Member Party warrants that it has public liability insurance. Each Member Party shall provide the Ministry with evidence of such cover if requested.
- 4.17 **Financing Statements:** The Recipient agrees to not register a financing statement against the Ministry, the Minister or the New Zealand Government on the Personal Property Securities Register in respect of the arrangements under this Deed.
- 4.18 **Default Interest:** If the Recipient fails to pay, when due, an amount payable by it under this Deed then, without prejudice to its other obligations, the Recipient will pay default interest on that overdue amount (including interest payable under this clause) calculated from its due date to the date of its receipt by the Ministry (after as well as before judgment) payable daily and to the extent not paid in any calendar month compounded on the first day of the next calendar month. This obligation to pay default interest will arise without the need for notice or demand. The rate of default interest in a calendar month will be 5 per cent per annum above the Ministry's cost of funds (expressed as an annual percentage rate) from whatever sources the Ministry may select, calculated on a daily basis.
- 4.19 **Acknowledgement:** The Joint Committee acknowledges the intention of the Ministry to enter in to a new funding deed with the Future Kaipara Moana Body in the event it is established, that reflects the Vision of the Memorandum of Understanding (at point 2 of the Memorandum of Understanding) and wherever practicable on terms similar to that provided herein.

Section 5: Ministry's Rights and Obligations

5. **Ministry's Rights and Obligations:**
- 5.1 **Payment:** The Ministry shall pay the Grant to the Recipient upon, subject to:
- (a) the Recipient's and Joint Committee's compliance with the terms of this Deed (including the Year 1 Annual Work Plan, Annual Work Plans and the special terms); and
 - (b) the availability of funds due to changes in the appropriation of funding for activities of the type covered by this Deed as a result of an Act of Parliament or the directives of the New Zealand Government.
- 5.2 **Invoice:** Payment of any Grant monies is not due until the Ministry has received and approved from the Recipient, in accordance with special term 9 (Payment of Funding), all supporting documentation required by the Ministry. Sufficient evidence of the costs budgeted by the Recipient for undertaking the Project, requested by the Ministry from time to time, shall be provided promptly upon the Ministry's request.

- 5.3 **Ministry Publicity and Confidentiality:** The Ministry may disclose (including via the Ministry's website on the Internet) any information in relation to the Project to anyone at any time. However, the Ministry shall not publicly disclose information that is:
- (a) the intellectual property of another Party;
 - (b) confidential information of another Party (save as provided for at clause 4.8);
 - (c) deemed by the Ministry to be commercially sensitive,
- except:
- (d) with the prior written consent of the relevant other Party;
 - (e) as necessary to fulfil the Ministry's obligations in this Deed;
 - (f) to the extent the information is in the public domain (other than through a breach by the Ministry of its obligations in this clause);
 - (g) as otherwise required by law, including the Ministry's obligations under the Official Information Act 1982, the Privacy Act 2020 and any other legislation or regulations relevant to its operations and nothing in this Deed applies to any disclosure required under any such legislation or regulations; or
 - (h) as required by a Select Committee or a Minister of the Crown, parliamentary convention or by procedures in relation to the appropriation of public money.
- 5.4 **Reduction of Grant:**
- (a) Subject to special item 8.7 of Part B, the Ministry may reduce, suspend, or withhold the Grant, if:
 - i. the Ministry judges the performance of the Project to be unsatisfactory;
 - ii. the Recipient or a Joint Committee breaches clause 2.7 (Use of Grant) of this Deed or fails to comply with any other term or condition of this Deed that the Ministry considers to be material;
 - iii. any enforcement action is commenced against the Recipient under laws, regulations, codes, standards or any applicable conventions, in relation to the Project;
 - iv. this Deed is terminated in accordance with clause 5.6 (Termination);
 - v. there is a substantial change to the Project which the Ministry has not agreed to;
 - vi. any information provided in the application for Grant funding, the Year 1 Annual Work Plan or Annual Work Plans, in a claim for payment, or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the Ministry considers to be material;
 - vii. the Ministry agrees to a change in the Project which in its opinion reduces the amount of Grant needed;
 - viii. an Insolvency Event occurs in relation to the Recipient; or
 - ix. any other circumstances or events that in the reasonable opinion of the Ministry are likely to adversely affect the Joint Committee's ability to deliver the Project in accordance with the requirements for its delivery.
 - (b) Save as otherwise provided for in this Deed, on the Expiry Date:
 - i. if the Future Kaipara Moana Body has been established the Recipient will to pay to the Future Kaipara Moana Body any unspent Grant monies held by the Recipient and it shall make such payment within twenty (20) Working Days of such date provided that:
 - (i) first the Future Kaipara Moana Body has entered into its own funding deed with the Ministry in respect of the Ministry's continued funding, and the Future Kaipara Moana Body's delivery, of the Project; and
 - (ii) subject to the Recipient holding back any funds it may reasonably need to retain to meet any contractual commitments it has made in respect of the Project that it will need to account for and such contractual commitments cannot be terminated or are not being assumed by the Future Kaipara Moana Body; or
 - ii. if this Deed this terminated before the establishment of the Future Kaipara Moana Body the Recipient will repay to the Ministry any unspent Grant monies held by the Recipient and it shall make such repayment within twenty (20) Working Days of such date. Provided that the Recipient may hold back any funds it may reasonably need to retain to meet any contractual commitments it has made in respect of the Project that it will need to account for and such contractual commitments cannot be terminated.

- 5.5 **Termination:** Without prejudice to any other rights to which the Ministry may be entitled but subject to special item 8.7 of Part B, if:
- (a) the Recipient or Joint Committee breaches, or fails to properly or promptly perform, any of their obligations in a way that the Ministry considers to be material, including, for the avoidance of doubt, any misappropriation of all or part of the Grant;
 - (b) the Joint Committee fails to achieve any Project activity in a way that the Ministry considers to be material;
 - (c) an Insolvency Event occurs in relation to the Recipient;
 - (d) the Ministry believes that the Joint Committee is generally in financial difficulty which, in the reasonable opinion of the Ministry, reduces the Joint Committee's ability to perform its obligations under this Deed; and/or
 - (e) the Ministry reasonably considers that the Joint Committee and/or any acts or omissions of the Joint Committee (whether or not related to the Project):
 - i. is bringing the Ministry, the Minister or the New Zealand Government into disrepute; and/or
 - ii. has become undesirable in light of the Fund's objectives or those of the Minister,
 - (f) any enforcement action against the Recipient is successful under laws, regulations, codes, standards or any applicable conventions, in relation to the Project,
- then the Ministry may terminate this Deed by written notice to the Recipient and the Joint Committee with immediate effect.
- 5.6 **Effect of reduction or termination of grant:** In the event the Ministry exercises either of its powers under clauses 5.4 or 5.5 of this part of the deed it will nevertheless provide funding to the Recipient and/or the Joint Committee where such funding has been previously approved under special term 9 and the expenditure for which has been committed and contractual commitments entered into for such funding.
- 5.7 **Termination on Expiry:** If the Joint Committee has not completed the Deliverables to the Ministry's reasonable satisfaction by the Expiry Date, the Ministry may terminate this Deed at any time by written notice to the Recipient with immediate effect.
- 5.8 **Limitation of Liability:** Each Parties liability for a breach of its obligations under this Deed is limited to losses, damages and costs caused directly by the breach. This limitation does not apply to a Party, if and to the extent there has been malicious wrongdoing, gross negligence or fraud by the Party.
- 5.9 **Acknowledgement:** Without limiting the Ministry's rights in this Deed or at law, the Ministry acknowledges that any termination, reduction or delay in the grant of the Grant funding under this Deed will have a material impact upon the Project, the Joint Committee's ability to undertake its planned works and ultimately the remediation of the Kaipara Moana.

SCHEDULE 1: EXPENSE POLICY

Not applicable.

SCHEDULE 2: PUBLICATIONS

Ministry for the Environment Logo

The Ministry for the Environment logo may not be used in any publication without the prior and express written approval of the Ministry; any use must be consistent with the guide to using the logo provided by the Ministry.

Acknowledgments

All publications must acknowledge that financial support has been received from “the funding administered by the Ministry for the Environment.”

Disclaimer Clause

The following disclaimer must appear on the inside front cover of all publications supported by the Fund.

“The Ministry for the Environment does not necessarily endorse or support the content of the publication in any way.”

Copyright Clause

All publications supported by the Fund must include the following clause relating to copyright:

“This work is copyright. The copying, adaptation, or issuing of this work to the public on a non-profit basis is welcomed. No other use of this work is permitted without the prior consent of the copyright holder(s).”

Or an alternate version is:

“Reproduction, adaptation, or issuing of this publication for educational or other non-commercial purposes is authorised without prior permission of the copyright holder(s). Reproduction, adaptation, or issuing of this publication for resale or other commercial purposes is prohibited without the prior permission of the copyright holder(s).”

Paper and Ink

You should consider using environmentally sound paper and inks when producing publications. Preferably use paper with a recycled content that is either elemental chlorine free or totally chlorine free. Specify vegetable inks or mineral-free inks wherever possible.

Electronic Copies of Written Material

On completion of the Project all written results must be provided in an electronic Word Format. Where possible, please also publish electronic copies of written material to your website and provide us with the URL. We will link to these from our website.

Websites

It is recommended that any website, or content published on a website, developed using the Grant is developed in accordance with the NZ Government Web Guidelines to ensure it is accessible to a wide audience.

Information systems

It is recommended that any information system, including databases, developed using funds from this Deed observes the standards in the E-government Interoperability Framework (e-GIF). Following the e-GIF will allow the information system to more easily work together with systems in government agencies and other organisations that are following the e-GIF.

Any programmes, databases or spreadsheets must have instructions for their use, including the versions of software needed to run databases or spreadsheets, and the platforms on which the software will run. These instructions should be in the form of a short word file.

SCHEDULE 3: AUDIT

Scope of audit

The Project may be audited by the Ministry or its agent (separate from any audit requirements imposed on the Recipient or the Joint Committee in the special terms). The Ministry may also carry out an audit at its or its agent's sole discretion. An audit may take the form of a full technical, financial, compliance and/or health & safety audit. The purpose of an audit is to check compliance with the terms and schedules of this Deed, the appropriate use of the Grant and/or reviewing the Recipient's and Joint Committee's ability to perform any obligations under or in connection with this Deed.

Audit requirements

The Ministry will inform the Recipient or Joint Committee if an audit is to be carried out ("**Notification of Audit**") and will seek an appropriate date and time for both parties. The date of the audit must be within ten (10) Working Days of the Notification of Audit. Audits will usually be carried out either by a fully qualified accountant or technical specialist who is independent of the Ministry or by Ministry staff. In most cases, the Ministry's representative for the Project will accompany the auditor. The Recipient or Joint Committee must promptly provide or ensure the provision of adequate access, assistance and facilities for audit personnel as required by the Ministry during the hours of 8:00am and 5:00pm on Working Days.

Audit report

A full report of the outcome of any audit will be made available to the Recipient and Joint Committee.

Cost of audit

In the event that the audit reveals any misappropriation of the Grant or material discrepancies (particularly those related to Project activities and Deliverables), the Recipient or Joint Committee (as the case may be) will be liable for the costs of the audit.

SCHEDULE 4: CAPITAL ASSETS

1. Asset Register

Member Party	Capital Asset	Capital Cost	Portion of Grant	Restriction Period
	<i>[description of asset, including any serial number, registration number or vehicle identification number]</i>	<i>[costs incurred by the Member Party in acquiring the Capital Assets or in bringing a Capital Asset to working order or to a state in which it can produce the goods or render the services as required for the Project – should be identified by the Joint Committee in the Annual Work Plan]</i>	<i>[Portion of Grant that is applied to the Capital Cost]</i>	<i>5 years from first payment of any portion of the Grant applied to Capital Costs.</i>

2. Additional Terms and Conditions

- 2.1 The Parties acknowledge that as the Joint Committee is not a legal entity itself, as such the Member Parties will hold any Capital Assets purchased through the Capital Costs by the Joint Committee in the name of the relevant Member Party.
- 2.2 All Capital Assets will be and remain the property of the Member Party and will at all times be at the risk of the Member Party. The Member Party will bear the risk of any loss, theft, damage or destruction of any Capital Assets and if Capital Assets require repair or replacement, the Member Party will bear the cost of such repair or replacement.
- 2.3 The Joint Committee will maintain an up to date register of Capital Assets in the form set out in section 1 of this Schedule 4. Any changes to the register shall be made in accordance with this Deed and promptly notified to the Ministry in writing.
- 2.4 In consideration of the Ministry consenting to the application of all or part of the Grant to pay for Capital Costs, the Member Party agrees that, during the Restriction Period, the Member Party's ability to deal with Capital Assets shall be restricted as set out in sections 2.5 to 2.10 below.
- 2.5 During the Restriction Period, the Member Party shall not, without the prior written consent of the Ministry:
 - (a) sell, assign or pledge any Capital Asset; or
 - (b) underlet, lend or otherwise part with possession of any Capital Asset, save that the Member Party may loan any Capital Asset to its agents or another Member Party for the purposes of the Project; or
 - (c) create, agree to create, allow to come into existence or permit to subsist any Security Interest, mortgage, charge (fixed or floating), encumbrance, hypothecation, lien, pledge, trust, finance lease, deferred purchase, sale and lease-back, sale and repurchase, flawed asset arrangement, title retention or any other arrangement which has the practical effect of securing payment or performance of an obligation over or affecting all or any part of any Capital Asset.
- 2.6 During the Restriction Period, the Member Party shall:
 - (a) protect all Capital Assets against distress, execution and seizure;
 - (b) maintain all Capital Assets in a good state of repair and in good working order and condition; and
 - (c) upon request by the Ministry, notify the Ministry of the present location of any Capital Asset.
- 2.7 During the Restriction Period the Member Party shall maintain at its cost insurance for all Capital Assets against all such risks as it is prudent in accordance with best commercial practice to insure against and any other risks which the Ministry may from time to time reasonably require for their full replacement value or on such other basis as the Ministry may agree in writing, and shall provide evidence of such insurance as and when reasonably requested by the Ministry.
- 2.8 If any of the following events occurs (whether or not within the control of any party) at any time prior to the expiry of the Restriction Period:

- (a) the Member Party fails to perform or observe any obligation under this Deed regarded by the Ministry as material, including the obligations in sections 2.5 to 2.7 in this Schedule 4, and, in the case of a failure which is capable of remedy, that failure is not remedied within ten (10) Working Days after written notice thereof has been given to the Member Party by the Ministry;
- (b) any representations or warranty made under or in connection with this Deed by the Member Party is false or misleading in any respect regarded by the Ministry as material; or
- (c) the Member Party suffers an Insolvency Event,

then the Member Party must notify the Ministry, immediately on becoming aware of it, of the occurrence of such event and subject to special item 8.7 of Part B, at any time (and notwithstanding the previous waiver of any default) the Ministry may by notice to the Member Party declare any or all of the Clawback Amount to be immediately due and payable.

2.9 In order to secure the Member Party's obligations under this Deed in respect of the Clawback Amount, the Member Party hereby grants to the Ministry a Purchase Money Security Interest (as that term is defined in the Personal Property Securities Act 1999) in each Capital Asset. The Member Party will take all necessary steps (including as required by the Ministry from time to time) to ensure that the Security Interest becomes a "Perfected Security Interest" (as that term is defined in the Personal Property Securities Act 1999) including:

- (a) giving the Ministry written notice immediately following (and in any case, within two (2) Working Days) the Member Party taking possession of a Capital Asset; and
- (b) signing and delivering any necessary documentation.

2.10 The Ministry will, at the expiry of the Restriction Period, register a release of any relevant financing statement on the Personal Property Securities Register.

SCHEDULE 5: MULTIYEAR PROJECT

1. **Additional terms**
- 1.1 The Ministry shall, subject to section 1.3 of this Schedule 5, pay the Grant funding to the Joint Committee via the Recipient for each Financial Year as set out below.
- 1.2 The Grant funding in each Financial Year will be the lesser of:
 - (a) the total amount set out in the Tasks/Activities table of the relevant Annual Work Plan; or
 - (b) an amount equal to the difference between the budgeted total costs of the Project for that Financial Year and the total value (assessed by the Ministry) of any type of contribution to the Project for that same Financial Year by a Member Party and/or from any other source.
- 1.3 Any Grant funding after the Initial Amount grant provided for at clause 2.1 for the subsequent Financial Years is subject to:
 - (a) the Joint Committee's use of the Grant funding for the previous Financial Year is in accordance with their obligations under this Deed and the Annual Work Plan for that same Financial Year;
 - (b) the Recipient, the Member Parties or the Joint Committee not being in breach of this Deed;
 - (c) the Annual Work Plan being finalised in accordance with this Deed; and
 - (d) the availability of funds due to changes, or directives of the New Zealand Government.
- 1.4 In the event that any of the above conditions have not been satisfied then the Ministry may withhold payment of the Grant funding until the conditions have been satisfied.

SCHEDULE 6: CHANGE CONTROL PROCESS

1. Definitions:

- 1.1 For the purposes of this Schedule, the following words shall have these definitions unless the context requires otherwise:

Change means any amendment, deletion or addition to the Year 1 Annual Work Plan, Annual Work Plans or this Deed;

Change Control Register has the meaning given to it in paragraph 2.7 of this Schedule;

Change Request means a written request for a Change which shall be substantially in the form attached to this Deed as Annexure 4;

Minor Change means any Change (including the reallocation of Grant from one Project activity or Deliverable to another) and the Change does not:

- (a) result in a change in Project Costs;
- (b) result in any change to an activity which would be likely to prevent the Project from substantially achieving its Objectives;
- (c) affect or likely affect the total Grant;
- (d) materially affect the Objectives;
- (e) affect or likely affect the Expiry Date; or
- (f) amend the terms of the Deed (including to any Schedule); and

Objectives mean the main goals of the Project to be undertaken as specified in the Year 1 Annual Work Plan.

2. Change Requests

- 2.1 A Party must notify the other Parties, through a Change Request form, of any Changes (other than a Minor Change) it proposes to make to this Deed, the Year 1 Annual Work Plan, or an Annual Work Plan. Any Change Request must be submitted to the other Parties for prior written approval in accordance with this Schedule.

- 2.2 **Change Request Form:** The Recipient, the Ministry or the Joint Committee may issue a Change Request form at any time. The Change Request shall:

- (a) be substantially in the form provided by the Ministry;
- (b) if issued by the Recipient or the Joint Committee, include an impact assessment (being an analysis of the effect of the proposed Change, including on costs and timelines); and
- (c) if issued by the Ministry, explain why the change is requested and require the Joint Committee to complete the impact assessment in the Change Request form and return to the Ministry as soon as reasonably practicable and in any event within ten (10) Working Days of receiving the relevant Change Request.

- 2.3 **Further Information:** If the Ministry reasonably considers it requires further information regarding a proposed Change, then the Ministry shall notify the Joint Committee and detail the further information required. The Joint Committee shall then re-issue the relevant impact assessment to the Ministry as soon as reasonably practicable and in any event within ten (10) Working Days of receiving such a request. The Parties may repeat the process described in this paragraph until the Ministry is reasonably satisfied that it has sufficient information to properly evaluate the proposed Change ("**Further Information**").

- 2.4 **Right of approval:** Within ten (10) Working Days of receiving an impact assessment in a Change Request or within five (5) Working Days of receiving Further Information under paragraph 2.3, the Parties shall, at their sole discretion:

- (a) approve the proposed Change, and the Change may come into effect in accordance with paragraph 2.5 of this Schedule; or
- (b) reject the proposed Change. The Party rejecting the Change shall explain its reasons for rejection in writing, as soon as reasonably practicable following such rejection.

- 2.5 **Change authorisation:** Any Change proposed in a Change Request will not be authorised and shall not implement any proposed Change until:

27

- (a) the Change Request is signed by all Parties including in accordance with the Ministry's Change authorisation and sign off procedure, as notified by the Ministry in writing from time to time; and
 - (b) if the Change is significant the Ministry may require (at its sole discretion), it is signed and delivered as a deed by the duly authorised representatives of the Parties.
- 2.6 **Costs:** The Parties shall bear their own costs in relation to the preparation and agreement of each Change Request (including each impact assessment). For the avoidance of doubt, the Grant may not be used to fund such costs unless expressly agreed in writing by the Ministry.
- 2.7 **Change Control Register:** The Project Manager shall, for the period of this Deed, maintain a change control register, substantially in a form provided by the Ministry, documenting any Changes that are not Minor Changes (the "**Change Control Register**"). The Change Control Register shall be attached to the Annual Reports.

ANNEXURE 1: YEAR 1 ANNUAL WORK PLAN

(Supplied separately)

ANNEXURE 2: MEMORANDUM OF UNDERSTANDING

(Supplied separately)

EXECUTION

IMPORTANT: By signing this Deed, the parties acknowledge that:

- they have read and understood the terms of this Deed; and
- they have had the opportunity to seek independent legal advice (in their respective capacities under this Deed) about this Deed before signing it.

SIGNED as a deed on: 8 February 2021

[The date that the Deed is signed is the date at which both parties have signed the Deed i.e. the date the final party signed the Deed. This date must be handwritten on both original copies of the Deed by the party who signs the Deed last.]

Signed and delivered as a deed by Vicky Robertson,
Secretary for the Environment on behalf of the
Ministry for the Environment



Signature

On date: 8 February 2021

In the presence of:

KD Matthews

Witness Signature

KD Matthews

Witness Name

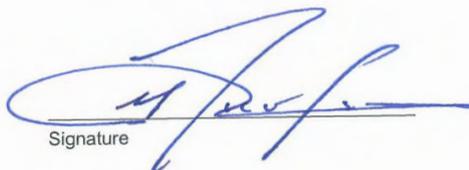
EA

Witness Occupation

Wellington

Witness Address

Signed and delivered as a deed on behalf of
Northland Regional Council in its capacity as
Recipient, Member Party and Joint Committee
in the presence of:



Signature

D Denise Phillips

Witness Signature

Denise Phillips

Witness Name

Personal Assistant

Witness Occupation

36 Water St, Whangarei

Witness Address

MALCOLM NICOLSON

Print Full Name Chief Executive
(For a Local Authority specify Description
Director/Authorised Signatory)

Signature

Print Full Name
(For a Local Authority specify Description
Director/ Authorised Signatory)

On date: 25 January 2021

Signed and delivered as a deed on behalf of
Auckland Council in its capacity as Member Party
and Joint Committee in the presence of:



Witness Signature

KERRY HARRINGTON

Witness Name

EXECUTIVE ASSISTANT

Witness Occupation

AUCKLAND

Witness Address

On date: _____



Signature

JAMES STABBACK CHIEF EXECUTIVE

Print Full Name

(For a Local Authority specify Description
Director/Authorised Signatory)

Signature

Print Full Name

(For a Local Authority specify Description
Director/ Authorised Signatory)

Signed and delivered as a deed on behalf of **Ngā
Maunga Whakahī o Kaipara Development Trust** in
its capacity as Member Party and Joint Committee in
the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

On date: _____

Signature

Print Full Name

(For a Local Authority specify Description
Director/Authorised Signatory)

Signature

Print Full Name

(For a Local Authority specify Description
Director/ Authorised Signatory)

Signed and delivered as a deed on behalf of
Auckland Council in its capacity as Member Party
and Joint Committee in the presence of:

Signature

Witness Signature

Print Full Name
(For a Local Authority specify Description
Director/Authorised Signatory)

Witness Name

Witness Occupation

Signature

Witness Address

Print Full Name
(For a Local Authority specify Description
Director/ Authorised Signatory)

On date: _____

Signed and delivered as a deed on behalf of Ngā
Maunga Whakahii o Kaipara Development Trust in
its capacity as Member Party and Joint Committee in
the presence of:



Signature



Witness Signature

RANGIMARIE NAIDA GLAVISH DNZM JP

Print Full Name
(For a Local Authority specify Description
Director/Authorised Signatory)

MARYJANE SHERARD

Witness Name

Trustee (NMWROKDT)

Witness Occupation

Signature

1105 State Highway 16
Waimauku 0883.

Witness Address

Print Full Name
(For a Local Authority specify Description
Director/ Authorised Signatory)

On date: 21 January 2021

Signed and delivered as a deed on behalf of Te Rūnanga o Ngāti Whātua in its capacity as Member Party and Joint Committee in the presence of:



Signature



Witness Signature

VIRGINIA CAROLYN ANN WARRINER

Witness Name

LECTURER / PROFESSOR

Witness Occupation

22a FRANCIS PLACE
RD4 WARKWORTH 0984

Witness Address

RANGIMARIE NAIDA GLAVISH DNZM JP

Print Full Name

(For a Local Authority specify Description
Director/Authorised Signatory)

Signature

Print Full Name

(For a Local Authority specify Description
Director/ Authorised Signatory)

On date: 21/01/2021

Signed and delivered as a deed on behalf of Te Uri o Hau Settlement Trust in its capacity as Member Party and Joint Committee in the presence of:

Signature

Witness Signature

Print Full Name

(For a Local Authority specify Description
Director/Authorised Signatory)

Witness Name

Signature

Witness Occupation

Print Full Name

(For a Local Authority specify Description
Director/ Authorised Signatory)

Witness Address

On date: _____

[Under the Local Government Act 2002, a Local Authority is a "body corporate" (section 12). The Property Law Act 2007 section 9(3)-(4) sets out the requirements for a body corporate to sign a Deed: This document must be executed in accordance with the enactment forming the Regional Council, District Council or any Constitution for that entity, or otherwise by two directors.]

Signed and delivered as a deed on behalf of Te Rūnanga o Ngāti Whātua in its capacity as Member Party and Joint Committee in the presence of:

Signature

Witness Signature

Print Full Name

(For a Local Authority specify Description Director/Authorised Signatory)

Witness Name

Witness Occupation

Signature

Witness Address

Print Full Name

(For a Local Authority specify Description Director/ Authorised Signatory)

On date: _____

Signed and delivered as a deed on behalf of Te Uri o Hau Settlement Trust in its capacity as Member Party and Joint Committee in the presence of:

Signature

Witness Signature



Witness Name

Print Full Name

(For a Local Authority specify Description Director/Authorised Signatory)

Witness Occupation

Signature

Witness Address

Print Full Name

(For a Local Authority specify Description Director/ Authorised Signatory)

On date: 3-2-2021

[Under the Local Government Act 2002, a Local Authority is a "body corporate" (section 12). The Property Law Act 2007 section 9(3)-(4) sets out the requirements for a body corporate to sign a Deed: This document must be executed in accordance with the enactment forming the Regional Council, District Council or any Constitution for that entity, or otherwise by two directors.]



Kaipara Moana Remediation Programme

Forecast Model Update

July 2023



Contents

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1 Executive Summary

Grant Thornton originally assisted the Kaipara Moana Remediation (KMR) Programme with the development of a Financial and Outputs Model in 2021. KMR have now requested assistance to update the model, to include actual financial and output results to date and updated forecast assumptions (based on how the Programme has performed to date and KMR's expectations going forward), to inform discussions with the Ministry for the Environment and Programme Partners about the future of the Programme.

In conjunction with the KMR team, multiple scenarios have been modelled, including the following:

- Forecast outcomes (mitigation activities and financial) should the term of the Programme be kept at six years.
- Forecast outcomes should the term of the Programme be extended to the original 10 years (however with the total Programme investment kept at \$200 million, i.e. a term only extension).
- Forecast outcomes should the term of the Programme be extended to 12 years (with the total Programme investment kept at \$200 million).

Summaries of the forecast outcomes for the above scenarios are included in Section 4 below, with details of key forecast assumptions included in Section 3 below.

Based on the KMR results to date and updated forecast assumptions as advised by KMR:

- Keeping the 6-year timeframe is forecast to result in a reduction in all mitigation activities (compared to the original 6-year forecast), except riparian planting and total trees planted, including a significant reduction in stream and wetland fencing (1.5 million metres versus 5.6 million metres), with a reduction in total Programme investment to approx. \$82 million.
- A time only extension for the Programme, to either 10 or 12 years is forecast to result in material increases (approximately double, however depending in the forecast scenario) in mitigation activities (compared to the original 6-year forecast), except for stream and wetland fencing (which reduces to between 2.9 and 3.6 million metres depending in the forecast scenario).

Included below is a comparison of the forecast outcomes with the originally forecast 6-year Programme. Refer to Section 2 below, under Forecast uncertainties for an explanation of the 'constrained investment' versus \$200M scenarios for the 10 and 12-year forecasts.

Scenario		6-year	10-year Constrained	10-year \$200M	12-year Constrained	12-year \$200M	6 Yr Original Original assumption set
Total programme expenditure	\$	81,971,971	184,455,500	201,003,200	176,172,508	200,324,423	197,576,000
Business unit & programme costs	\$	17,951,786	31,696,859	31,696,859	39,247,179	39,247,179	26,211,000
% of Total expenditure	%	22%	17%	16%	22%	20%	13%
Mitigation activity summary							
By key area of mitigation							
Properties	#	888	1,102	1,198	1,126	1,182	1,274
Projects	#	1,496	2,719	3,110	2,732	2,951	N/A
Stream and Wetland Fencing	m	1,480,689	3,410,092	3,643,740	2,914,990	3,293,267	5,606,407
Silvopasture on HEL land	ha	556	1,395	1,520	1,145	1,270	668 #1
Afforestation on HEL land	ha	1,438	4,314	5,087	3,649	4,871	2,025
Wetland and Riparian Planting	ha	583	1,001	1,074	876	949	410 #2
Trees planted	#	5,439,156	13,078,045	14,925,182	11,163,591	13,864,064	4,139,274

The following forecast outcomes from the original 6-year forecast have been updated for comparability with the current forecasts and KMR reporting:

#1 Previously listed as 6,667 ha and assuming planting on 10% of highly erodible land (HEL).

#2 Previously listed as 4,099,835 m², based on area (length) of riparian planting.

Note: the information contained in this report should be read in conjunction with Appendices 5.1 – 5.5.

2 General Observations

Background

The KMR Programme is the largest landscape programme underway in New Zealand. It represents new models of co-governance, planning, collaborating and problem-solving to restore the health and mauri of the Kaipara Moana.

The Programme was originally based on an Indicative Business Case (IBC) dated September 2019. The IBC estimated the Programme to cost between \$275 and \$300 million over 10 years, with the 'ecological effects threshold' to be achieved on a 10 year+ timeframe.

However, at its inception the Programme was amended to approx. \$200 million over 6 years. Replanning of the Programme was undertaken during February to June 2021, prioritising the most cost-effective remediation options and those with a shorter implementation period (generally resulting in a focus on stream fencing). Compared to the IBC, the replanning of the Programme estimated:

- Silvopasture / space planting on highly erodible land (HEL) reduced from approx. 80,672 hectares to 6,677 hectares, assuming planting on 10% of HEL (i.e. actual area planted reduced from approx. 8,067 hectares to 668 hectares).
- Stream fencing reduced from approx. 10.4 million metres to 5.6 million metres
- Afforestation on HEL reduced from approx. 8,197 hectares to 2,025 hectares and was costed based on the use of pine rather than native planting
- Total trees planted reduced from approx. 21.4 million trees to 4.1 million (reflecting the focus on stream fencing).

The replanned Programme also forecast a quicker start to mitigation activities (than estimated in the IBC). We have been advised the accelerated start to mitigation activities has not occurred, in part reflecting interruptions due to Covid-19 lockdowns, extreme weather events (both of which, along with economic constraints, have impacted the ability or willingness of landowners to engage with the Programme) and workforce availability, including recruitment of the KMR team to run the programme.

We note, for the landowners involved, this is a voluntary programme which (generally) assumes a 50% co-investment towards mitigation activities on their land. While there are benefits for the landowners, the original IBC and amended 6-year modelling were based on an assumed level of landowner uptake which has proven to be higher than actual uptake.

KMR forecast update

Grant Thornton was originally engaged by the KMR Programme in December 2020 to prepare a forecast model based on the IBC and assuming an approx. \$300 million programme over 10 years. This was subsequently amended to an approx. \$200 million programme over 6 years as noted above.

We have now been engaged to update the forecast to:

- Incorporate actual results for the first three years of the Programme.
- Incorporate the Programme's FY2023/24 budgeted workplan.
- Update forecast assumptions based on the Programme's experience over its first three years.
- Prepare forecast models based on 6, 10 and 12 year terms for the Programme.

In conjunction with the KMR team, multiple scenarios have been modelled, including the following:

- Forecast outcomes (mitigation activities and financial) should the term of the Programme be kept at six years.
- Forecast outcomes should the term of the Programme be extended to the original 10 years (however with the total Programme investment kept at \$200 million, i.e. a term only extension).
- Forecast outcomes should the term of the Programme be extended to 12 years (with the total Programme investment kept at \$200 million).

Summaries of the forecast outcomes for the above scenarios are included in Section 4 below, with details of key forecast assumptions included in Section 3 below.

We note, as the Programme has evolved over its first three years, aspects of how the Programme operates are not directly comparable with the original 6-year forecast model (or the IBC), including:

- Original forecasting was based on Farm Environment Plans (FEP), with remediation activities assumed to occur after these are completed. This has been replaced with a focus on 'projects' i.e. based on KMR's experience to date, at the time a Plan is completed most landowners commit to a set level of mitigation work (a project), rather than all work included in the Plan. They may then return the following year/s to confirm and complete subsequent projects. Based on KMR experience, projects are estimated to average approx. \$40,000, funded 50/50 by KMR and the landowner.
- Regulation regarding Freshwater Farm Plans (FWFP) is not currently in place (replacing the original FEP's). In the interim KMR has implemented Sediment Reduction Plans (SRP), the development of which KMR fully funds to encourage landowner engagement with the Programme (versus the 50% landowner contribution to FEPs in the original 6-year forecast). It is possible the 100% KMR funding will change, once KMR has aligned their plans to FWFP requirements and the regulation is live for the catchment, refer the Forecast uncertainty section below.
- Changes in the mitigation activities, including the mix of mitigation activities available e.g. this includes a focus on planting of natives, rather than lower cost pine included in the original 6-year forecast; and the development of a wider range of mitigation activities. While this includes stream and wetland fencing, the amount of fencing estimated as realistically able to be completed (acknowledging landowner engagement and workforce constraints) is materially less than the original 6-year forecast. The most likely mix of forecast remediation activity is still uncertain. The Programme consider rates of fencing could increase more than forecast in these updates.

Forecast uncertainty

The forecast outcomes included in Section 4 below are based on actual results to date and current, best estimates of future costs and mitigation activities. However there are some variables which have a higher level of uncertainty.

As a result, for the 10 and 12-year forecasts we have included two scenarios each.

The first 'constrained investment' scenarios maintain a 50/50 KMR (Government and Council) / landowner investment ratio for mitigation activities. However as total KMR only funded activities exceed \$40 million, this results in a less than \$200 million investment in the Programme overall e.g. using the 10-year constrained investment forecast as an example:

- KMR (Government and Council) only funded activities (Plans, Remediation support, Business unit costs, and Programme build & maintenance) are estimated to total \$57 million.
- Based on current total KMR (Government and Council) funding of \$120 million, this leaves \$63 million for mitigation activities, to be matched by landowner co-investment.
- Total 10-year programme investment is therefore constrained to approx. \$184 million as follows: \$120 million KMR investment (split \$57 million + \$63 million as above) plus \$63 million landowner co-investment for mitigation activities equals total programme investment of approx. \$184 million (variance due to rounding).

We note this results in 50/50 co-investment towards mitigation activities only and not a 50/50 Government / other funding (including Council investment) co-investment across all KMR expenditure.

However there are options to maintain the total forecast programme investment at \$200 million, although these remain too uncertain to forecast accurately. These options include:

- Landowner contribution towards FWFP's (once these are a regulated requirement) and / or towards Remediation support costs (e.g. the cost of remediation project management)
- Access other revenue streams e.g. carbon revenue, to reduce costs to landowners and KMR
- Seek additional Council funding above the \$10 million each has committed over 6 years.

The 10 and 12-year '\$200 million' forecast scenarios shown in Section 4 below include a potential mix of these options as follows: afforestation investment allocated 25/75 KMR / landowners or other third party funding; 50% landowner contribution to FWFPs; 25% landowner contribution to Remediation support.

3 Key Assumptions

For all the scenarios modelled, the forecast models have been prepared on the following basis:

1. For the first three years (FY2020/21 to FY2022/23), actual financial and output results as advised by KMR have been included
2. For year four (FY2023/24) KMR's budgeted workplan for the year is included.
3. For year five (FY2024/25) onwards, forecasts are based on the below assumptions.

The model forecasts include the following assumptions for the mitigation activities:

- Fencing cost varies by land use, with most (95%) of fencing either dairy (\$10.74 /m) or dry stock (\$15.38 /m).
- Afforestation (close planting) and regeneration of highly erodible land (HEL) - average cost of \$10,000 per hectare, with 2,000 trees planted on average per hectare. KMR support a number of types of afforestation and regeneration, so this is considered to be a conservative average.
- Silvopasture on HEL, 100 plants per hectare at an average cost of \$3,000 per hectare (\$30 per plant).
- Wetland and riparian planting, 5,000 plants per hectare at an average of \$4 per plant.
- Average cost per mitigation project of \$40,000 to \$45,000, funded 50/50 by KMR and the landowner

Costs are stated as at the current year (FY2023/24) and increase by an average inflation rate of 2% pa (3% for wage inflation).

4 KMR Programme Forecast Summaries

Comparison of Forecast Summaries

Included below is a comparison of the following five forecast summaries with the outcomes from the originally forecast 6-year Programme.

Based on the KMR results to date and updated forecast assumptions as advised by KMR:

- Keeping the 6-year timeframe is forecast to result in a reduction in all mitigation activities (compared to the original 6-year forecast), except riparian planting and total trees planted, including a significant reduction in stream and wetland fencing, with a reduction in total Programme investment to approx. \$82 million.
- A time only extension for the Programme, to either 10 or 12 years is forecast to result in material increases (approximately double, however depending in the forecast scenario) in mitigation activities (compared to the original 6-year forecast) except for stream and wetland fencing.

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Business unit & programme costs	\$	17,951,786	31,696,859	31,696,859	39,247,179	39,247,179	26,211,000
% of Total expenditure	%	22%	17%	16%	22%	20%	13%
Mitigation activity summary							
By key area of mitigation							
Properties	#	888	1,102	1,198	1,126	1,182	1,274
Projects	#	1,496	2,719	3,110	2,732	2,951	N/A
Stream and Wetland Fencing	m	1,480,689	3,410,092	3,643,740	2,914,990	3,293,267	5,606,407
Silvopasture on HEL land	ha	556	1,395	1,520	1,145	1,270	668 #1
Afforestation on HEL land	ha	1,438	4,314	5,087	3,649	4,871	2,025
Wetland and Riparian Planting	ha	583	1,001	1,074	876	949	410 #2
Trees planted	#	5,439,156	13,078,045	14,925,182	11,163,591	13,864,064	4,139,274

The following forecast outcomes from the original 6-year forecast have been updated for comparability with the current forecasts and KMR reporting:

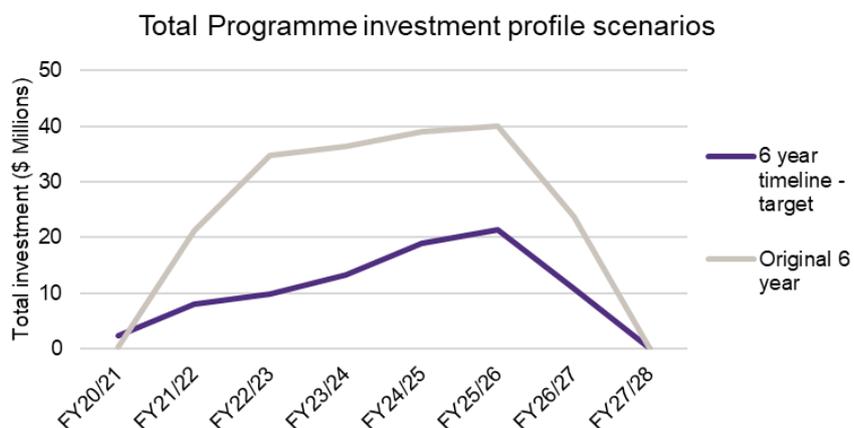
#1 Previously listed as 6,667 ha and assuming planting on 10% of highly erodible land (HEL).

#2 Previously listed as 4,099,835 m2, based on area (length) of riparian planting.

Scenario 1: 6-year timeframe

Based on actual outcomes to date and a realistic although challenging forecast of mitigation activities from FY2024/25 onwards. Forecast assumptions are as listed in Section 3 above and include consideration of KMR experience regarding landowner engagement, landowner ability to co-fund remediation activities, and workforce availability.

Total forecast Programme investment of approx. \$82 million results in an underspend of approx. \$118 million on the potential full investment of \$200 million.



Summary

Investment

- \$82.0M total programme investment
- Includes \$18.0M business unit & programme costs – 22% of total

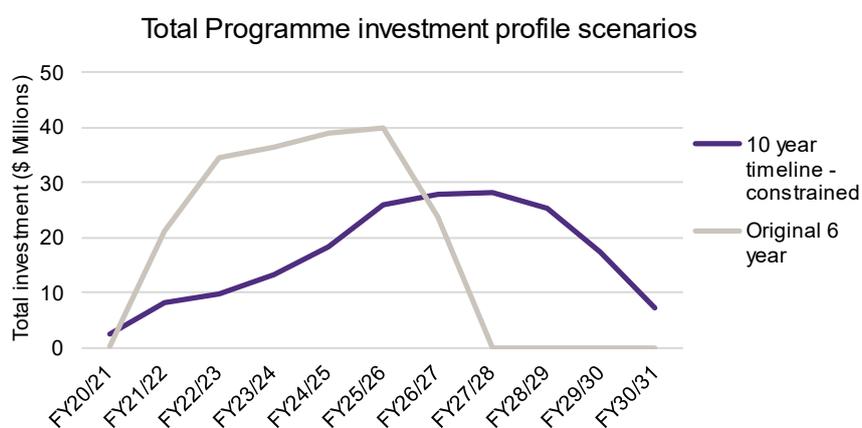
Activities

- Plans (Sediment and Farm) – 888
- Return projects – 608
- Fencing – 1,480,689 metres
- Silvopasture on HEL land – 556 ha
- Afforestation on HEL land – 1,438 ha
- Wetland & riparian planting – 583 ha
- Trees planted – 5,439,156

Scenario 2: 10-year timeframe, constrained investment

Based on actual outcomes to date, current year KMR budgeted workplan (FY2023/24) and a realistic although challenging forecast of mitigation activities from FY2024/25 onwards.

As noted in Section 3, Forecast uncertainty above, total Programme investment is assumed to be constrained by 50/50 KMR / landowner contribution to mitigation activities.



Summary

Investment

- \$184.5M total programme investment
- Includes \$31.7M business unit & programme costs – 17% of total

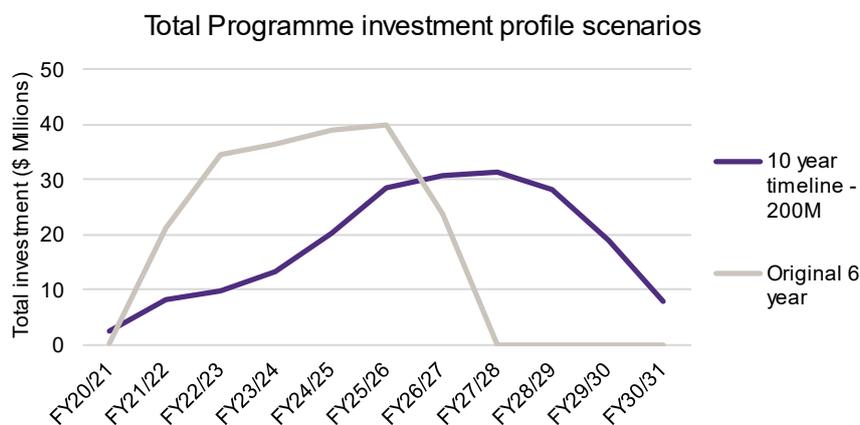
Activities

- Plans (Sediment and Farm) – 1,102
- Return projects – 1,617
- Fencing – 3,410,092 metres
- Silvopasture on HEL land – 1,395 ha
- Afforestation on HEL land – 4,314 ha
- Wetland & riparian planting – 1,001 ha
- Trees planted – 13,078,045

Scenario 3: 10-year timeframe, \$200 million Programme investment

Based on actual outcomes to date, current year KMR budgeted workplan (FY2023/24) and a realistic although challenging forecast of mitigation activities from FY2024/25 onwards.

As noted in Section 3, Forecast uncertainty above, investment allocation assumptions include: afforestation investment allocated 25/75 KMR / landowners or other third party funding; 50% landowner contribution to Freshwater Farm Plans; 25% landowner contribution to Remediation support. While this forecast shows a potential mix of these investment options, due to uncertainty regarding the timing of regulation and the availability of other third party funding, the actual mix is likely to vary from this.



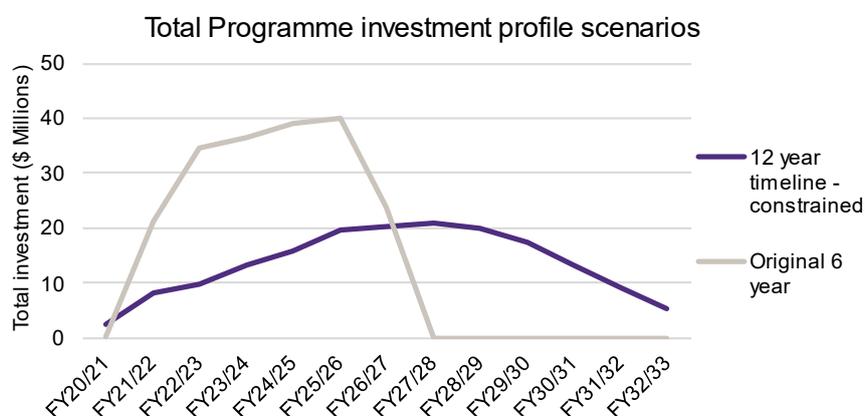
Summary

- Investment**
- \$201.0M total programme investment
 - Includes \$31.7M business unit & programme costs – 16% of total
- Activities**
- Plans (Sediment and Farm) – 1,198
 - Return projects – 1,912
 - Fencing – 3,643,740 metres
 - Silvopasture on HEL land – 1,520 ha
 - Afforestation on HEL land – 5,087 ha
 - Wetland & riparian planting – 1,074 ha
 - Trees planted – 14,925,182

Scenario 4: 12-year timeframe, constrained investment

Based on actual outcomes to date, current year KMR budgeted workplan (FY2023/24) and a more conservative forecast of mitigation activities (compared to the above 10-year forecasts) from FY2024/25 onwards. Due to the longer 12-year timeframe, business unit & programme costs increase to \$39.2 million and are forecast to exceed 20% of the constrained total Programme investment of \$176.2 million.

As noted in Section 3, Forecast uncertainty above, total Programme investment is assumed to be constrained by 50/50 KMR / landowner contribution to mitigation activities (due to the increased business unit & programme costs this has a larger impact than the 10-year forecasts).



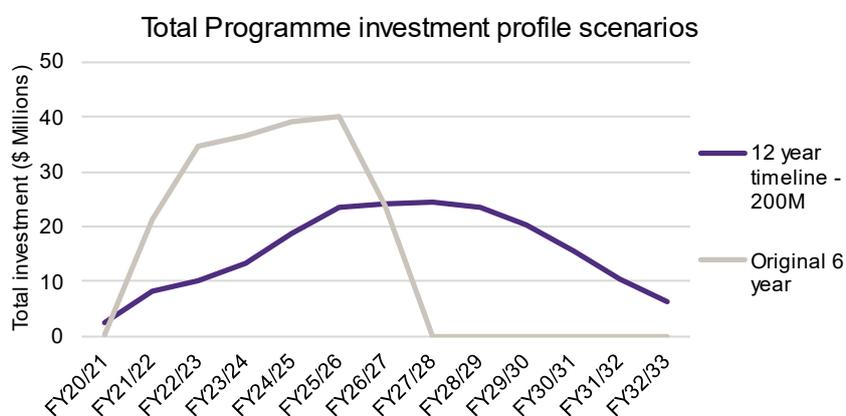
Summary

- Investment**
- \$176.2M total programme investment
 - Includes \$39.2M business unit & programme costs – 22% of total
- Activities**
- Plans (Sediment and Farm) – 1,126
 - Return projects – 1,606
 - Fencing – 2,914,990 metres
 - Silvopasture on HEL land – 1,145 ha
 - Afforestation on HEL land – 3,649 ha
 - Wetland & riparian planting – 876 ha
 - Trees planted – 11,163,591

Scenario 5: 12-year timeframe, \$200 million Programme investment

Based on actual outcomes to date, current year KMR budgeted workplan (FY2023/24) and a more conservative forecast of mitigation activities (compared to the above 10-year forecasts) from FY2024/25 onwards.

As noted in Section 3, Forecast uncertainty above, investment allocation assumptions include: afforestation investment allocated 25/75 KMR / landowners or other third party funding; 50% landowner contribution to Freshwater Farm Plans; 25% landowner contribution to Remediation support. While this forecast shows a potential mix of these investment options, due to uncertainty regarding the timing of regulation and the availability of other third party funding, the actual mix is likely to vary from this.



Summary

Investment

- \$200.3M total programme investment
- Includes \$39.2M business unit & programme costs – 20% of total

Activities

- Plans (Sediment and Farm) – 1,182
- Return projects – 1,769
- Fencing – 3,293,267 metres
- Silvopasture on HEL land – 1,270 ha
- Afforestation on HEL land – 4,871 ha
- Wetland & riparian planting – 949 ha
- Trees planted – 13,864,064

5 Appendices

5.1 Background

The Kaipara Moana Remediation (KMR) Programme is the largest landscape programme underway in New Zealand. It represents new models of co-governance, planning, collaborating and problem-solving to restore the health and mauri of the Kaipara Moana.

Grant Thornton originally assisted KMR with the development of a Financial and Outputs Model in 2021. KMR have now requested assistance to update the model, to include actual financial and output results to date and updated forecast assumptions (based on how the Programme has performed to date and your expectations going forward), to inform discussions with the Ministry for the Environment and Programme Partners about the future of the Programme.

5.2 Scope of Work

The core scope of this engagement was to:

- Update the existing model (six year timeframe to June 2026) with actual financial and outputs data to date; and with updated forecast assumptions; and
- Two alternative scenarios to be developed, based on 10 year and 12 year timeframes.

Out of Scope:

- This engagement did not include any activities that are not specifically identified in the Scope section above.

5.3 Work performed

Our approach to completing this engagement included the following core activities:

- An initial workshop was held with KMR to confirm:
 - The outputs and reporting required from the updated model
 - Forecast assumptions, based on how the Programme has performed to date and your expectations going forward; including assumptions for the 10 year and 12 year alternative scenarios
 - The format and availability of actuals data to be input into the model.
- Grant Thornton updated the existing model based on actual financial and outputs data to date and updated forecast assumptions, provided by KMR
- Alternative scenarios based on 10 year and 12 year timeframes were modelled
- Draft model was provided to KMR for review and adjustment as required, to ensure the final result provides as accurate a forecast as possible.

5.4 Inherent limitations and disclaimer

In the performance of this engagement, we have based our calculations on data provided by KMR. We have not sought to validate the accuracy of this data as per the scope of work outlined above. This inherently limits the results of our engagement to the assumption that the data provided by KMR is accurate.

The forecast model ('the model'), the results of which are included in this report, has been constructed for a specific purpose and is not intended for distribution to third parties. Third parties who obtain copies of the model and its results should be aware of the following:

- The model may not be suitable for purposes, other than the specific purpose for which it was designed, and the interests of third parties may not have been anticipated
- The model was not intended for use by third parties and may not be designed so that it can be readily operated in a correct manner by such parties
- The model may be a development version and may not be complete or, in the event that development of the model has concluded, material events may have occurred since completion, which are not reflected in the model

- The model may not have been subject to independent testing and where it has been tested, this may not provide an appropriate degree of assurance for all possible uses of the model.

Accordingly, third party recipients of the model use it entirely at their own risk and, in the absence of express written consent, no responsibility is taken or accepted for any losses which may result therefrom.

Our fieldwork was completed on 11 July 2023. Our findings are expressed as at that date. We have no responsibility to update this report for events or circumstances occurring after that date.

5.5 Third party reliance

This report has been prepared at the request of the KMR Programme in connection with our engagement to perform modelling services. This report is solely for the benefit of the KMR Programme for the purpose set out in this report and is not to be used for any other purpose or distributed to any other party or relied upon by any other party without Grant Thornton's prior written consent. We note our expectation that this report may be shared with the Ministry for the Environment for their information.



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