



If calling, please ask for Democratic Services

Council

Thursday 29 February 2024, 10.00am
Committee Room, 34 Chapel St, Masterton

Quorum: Seven Councillors

Members

Councillors

Daran Ponter (Chair)

Adrienne Staples (Deputy Chair)

David Bassett

Ros Connelly

Quentin Duthie

Penny Gaylor

Chris Kirk-Burnnand

Ken Laban

David Lee

Thomas Nash

Hikitia Ropata

Yadana Saw

Simon Woolf

Recommendations in reports are not to be construed as Council policy until adopted by Council

Council

Thursday 29 February 2024, 10.00am
Committee Room, 34 Chapel St, Masterton

Public Business

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2.	Conflict of interest declarations		
3.	Public participation		
4.	Confirmation of the Public minutes of the Council meeting on Thursday 7 December 2023	23.658	4

Strategy/Policy/Major Issues

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Governance

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Public Excluded Business

14.	Confirmation of the Public Excluded minutes of the Council meeting on Thursday 7 December 2023	PE23.659	201
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17.	Confirmation of the Restricted Public Excluded minutes of the Council meeting on Thursday 7 December 2023	RPE23.660	332

18. [Interim review of the Chief Executive's performance for 2023/24](#) RPE24.27 339



Please note these minutes remain unconfirmed until the Council meeting on 29 February 2024.

Report 23.658

Public minutes of the Council meeting on Thursday 7 December 2023

Taumata Kōrero – Council Chamber, Greater Wellington Regional Council
100 Cuba Street, Te Aro, Wellington, at 9.30am.

Members Present

Councillor Ponter (Chair)
Councillor Staples (Deputy Chair)
Councillor Connelly
Councillor Duthie (from 9.31am)
Councillor Kirk-Burnnand
Councillor Laban
Councillor Lee
Councillor Nash
Councillor Ropata (from 9.33am until 10.56am)
Councillor Saw
Councillor Woolf (from 9.31am)

Councillor Ropata attended the meeting remotely via Microsoft Teams, and counted for the purposes of quorum in accordance with clause 25B of Schedule 7 to the Local Government Act 2002.

Karakia timatanga

The Council Chair opened the meeting with a karakia timatanga.

Public Business

1 Apologies

Moved: Cr Laban / Cr Staples

That Council accepts the apologies for absence from Councillors Bassett and Gaylor, and apology for lateness from Councillor Woolf.

The motion was **carried**.

Councillor Duthie arrived at the meeting at 9.31am, during the above item.

2 Declarations of conflicts of interest

There were no declarations of conflicts of interest.

3 Public participation

There was no public participation.

Councillor Woolf arrived at the meeting at 9.31am, at the beginning of the above item.

4 Confirmation of the Public minutes of the Council meeting on 26 October 2023 – Report 23.556

Moved: Cr Saw / Cr Laban

That Council confirms the Public minutes of the Council meeting on 26 October 2023 – Report 23.556

The motion was **carried**.

5 Confirmation of the Public minutes of the Council meeting on 31 October 2023 – Report 23.558

Moved: Cr Staples / Cr Connelly

That Council confirms the Public minutes of the Council meeting on 31 October 2023 – Report 23.558

The motion was **carried**.

Strategy, policy or major issues

6 Wellington Metropolitan Rail Network: Performance and Funding – Report 23.480

Samantha Gain, Group Manager Metlink, and Fiona Abbott, Senior Manager, Assets and Infrastructure, spoke to the report.

Moved: Cr Nash / Cr Kirk-Burnnand

That Council:

- 1 Notes that the Rapid Review Report into KiwiRail's Handling of Recent Disruptions to Passenger Services identifies insufficient funding for the Wellington Metropolitan Rail Network and that KiwiRail have a significant back log of renewals on the Wellington Metropolitan Rail Network.
- 2 Notes that the Crown's commitment in 2009, as part of the Metropolitan Rail Operating Model, to lift the rail network to an agreed serviceable standard has yet to be delivered.

- 3 Notes that the 30-year Wellington Strategic Rail Plan endorsed by Council on 30 June 2022 (refer Report PE22.243) and ratified by the Waka Kotahi Board in November 2023, has shown that approximately \$5.0 to \$7.8 billion of investment will be required in the Wellington Metropolitan Rail Network to deliver desired national and regional outcomes over the next 30 years; the achievement of this Plan is dependent on a reliable and serviceable network.
- 4 Notes that the consequences of underinvestment in the Wellington Metropolitan Rail Network are:
 - a Continual managed decline of rail assets
 - b Long term reductions to passenger services
 - c Potential safety impacts
 - d Further significant and ongoing increases to funding required to bring the network to an agreed serviceable standard.
 - e Inability to implement planned timetable or service improvements.
- 5 Notes that a Joint Governance Group has been established for KiwiRail and Greater Wellington senior executives to collaborate on rail network challenges.
- 6 Agrees that while Greater Wellington contributes to the maintenance of the Wellington Metropolitan Rail Network (via the Wellington Network Agreement), delivering on the extent of investment identified as being required for the Wellington Metropolitan Rail Network should not fall on the ratepayers of Greater Wellington but on the Crown.
- 7 Notes that the Chair has updated the incoming Minister of Transport and the shareholder ministers of KiwiRail on the under-investment in the Wellington Metropolitan Rail Network and identifies a pathway for an updated and agile funding model and future investment.

The motion was **carried**.

Councillor Ropata arrived at the meeting at 9.33am, during the introduction of the above item.

7 Insertion of Housing Bottom Lines into the Regional Policy Statement for the Wellington Region – Report 23.630

Fathima Iftikar, Director Strategy, Policy and Regulation, and Mika Zollner, Senior Policy Advisor, spoke to the report.

Moved: Cr Saw / Cr Staples

That Council:

- 1 Adopts the changes to the Regional Policy Statement for the Wellington Region to insert the updated housing bottom lines from the 2023 Wellington Regional Housing and Business Capacity Assessment Update using the format recommended by officers in Attachment 1, and the specific numbers from that report.
- 2 Approves the draft public notice in Attachment 2.

The motion was **carried**.

8 Adoption of Greater Wellington’s Significance and Engagement Policy 2023 – Report 23.641

Zofia Miliszewska, Head of Strategy and Performance, and Tyler Dunkel, Manager Corporate Planning and Reporting spoke to the report.

Moved: Cr Connelly / Cr Kirk-Burnnand

That Council:

- 1 Adopts Greater Wellington’s Significance and Engagement Policy 2023 (Attachment 1), subject to the “Partnering with Mana Whenua” section being placed as subclause under the “Engagement” section.
- 2 Authorises the Chief Executive to make minor editorial changes to the Policy prior to publication, to correct errors and improve public understanding.
- 3 Notes that the Significance and Engagement Policy 2023 will be used to support the preparation of the consultation and engagement approach for the 2024-34 Long Term Plan.

The motion was **carried**.

9 Low Carbon Acceleration Fund Allocation for Parks Restoration 2025-27 – Report 23.624

Zofia Miliszewska, Head of Strategy and Performance, and Jake Roos, Manager, Climate Change, spoke to the report.

Moved: Cr Connelly / Cr Saw

That Council approves a further allocation of \$2.6 million from the Low Carbon Acceleration Fund towards the Recloaking Papatūānuku Parks Restoration Project for the 2025/26 and 2026/27 financial years.

The motion was **carried**.

10 Government’s Policy Direction – Understanding what it means for Greater Wellington – Report 23.642 [For Information]

Luke Troy, Group Manager, Strategy, and Fathima Iftikar, Director, Strategy, Policy and Regulation, spoke to the report.

Noted: The Council requested that Council and committees received relevant updates on progress with implementation of the Government’s commitments with regard to matters of relevance and impact for Greater Wellington.

Councillor Ropata left the meeting at 10.56am, during questions on the above item, and did not return.

The meeting adjourned at 11.02am and resumed at 11.25am. Cr Duthie was not present when the meeting reconvened.

Governance

11 Statements of Expectations for Council Organisations 2024/25 – Report 23.639

Sarah Allen, Principal Advisor, Company Portfolio and Economic Development, spoke to the report.

Moved: Cr Kirk-Burnnand / Cr Nash

That Council:

- 1 Approves the key themes for the Statements of Expectations (Attachment 1), for the following Council Organisations:
 - a WRC Holdings Limited
 - b Wellington Regional Stadium Trust
 - c Wellington Regional Economic Development Agency (WellingtonNZ)
- 2 Delegates to the Council Chair authority to sign off the final Statements of Expectation for delivery to each Council Organisation.

The motion was **carried**.

Councillor Duthie returned to the meeting at 11.26am, following the vote on the above item.

12 Power of Attorney to Sign Deeds – Report 23.605

Francis Ryan, Head of Governance and Democracy, spoke to the report.

Moved: Cr Kirk-Burnnand / Cr Staples

That Council:

- 1 Revokes, effective 11 December 2023, the Power of Attorney to sign deeds on behalf of Council, granted to Sue McLean, Group Manager.
- 2 Grants, effective 11 December 2023, a Power of Attorney to Julie Knauf, Group Manager, to sign deeds on behalf of the Council.
- 3 Confirms the Power of Attorney granted to Samantha Gain, Group Manager.
- 4 Confirms the Power of Attorney granted to Nigel Corry, Chief Executive.
- 5 Authorises two Councillors to sign the Power of Attorney document for Julie Knauf, Group Manager (Attachment 1) as a deed.

The motion was **carried**.

13 Financial Delegations for Emergency Expenditure – Report 23.405

Francis Ryan, Head of Governance and Democracy, spoke to the report.

Moved: Cr Staples / Cr Duthie

That Council:

- 1 Notes that officers have reviewed Council's delegation for emergency expenditure, given this delegation has not changed since 2005, and the inflated costs associated with the increasing number and severity of emergency events affecting New Zealand.
- 2 Revokes the delegation made by Council on 15 February 2005 to the Chief Executive for emergency expenditure (Reports 04.701 and 05.59).
- 3 Authorises the Chief Executive to commit emergency expenditure in accordance with the financial delegation set out in Attachment 1, subject to the words "or relevant committee chair" being added after the words "Deputy Chair" in the delegation.
- 4 Authorises the Group Controller Wellington Region Civil Defence Emergency Management to commit emergency expenditure in accordance with the financial delegation set out in Attachment 2.

The motion was **carried**.

14 Greater Wellington's Quarter One Summary Report 2023/24 – Report 23.640

Nigel Corry, Chief Executive, spoke to the report.

Moved: Cr Kirk-Burnnand / Cr Woolf

That Council accepts Greater Wellington's performance report for the three months to 30 September 2023 (Greater Wellington's Quarter One Summary Report as at 30 September 2023 – Attachment 1).

The motion was **carried**.

15 Financial Update – October 2023 – Report 23.644 [For Information]

Darryl Joyce, Manager, Accounting Services, spoke to the report.

Resolution to exclude the public

16 Resolution to exclude the public – Report 23.654

Moved: Cr Saw / Cr Laban

That Council excludes the public from the following parts of the proceedings of this meeting, namely:

Land transfer – Porirua – Report PE23.651

Appointment to the Waiohine River Plan Advisory Committee – Report PE23.561

Appointment of director to the Wellington Regional Economic Development Agency – Report PE23.637

Lower North Island Rail Integrated Mobility: proposed Procurement Strategy and Rolling Stock Procurement Plan – Report RPE23.604

Lower North Island Rail Integrated Mobility: operator options – Report RPE23.603

Bus Contract Procurement: timing – Report RPE23.626

The general subject of each matter to be considered while the public is excluded, the reasons for passing this resolution in relation to each matter, and the specific ground/s under section 48(1) of the Local Government Official Information and Meetings Act 1987 (the Act) for the passing of this resolution are as follows:

Land transfer – Porirua – Report PE23.651	
<i>Reason/s for passing this resolution in relation to each matter</i>	<i>Ground/s under section 48(1) for the passing of this resolution</i>
<p>Certain information contained in this report relates to a proposed transfer of Greater Wellington Regional Council owned land to Porirua City Council on terms that have not finally been agreed. Excluding the public from the proceedings of the meeting is necessary as considering this information in public would be likely to prejudice or disadvantage the ability of Greater Wellington to carry on negotiations for the land transfer.</p> <p>Greater Wellington has not been able to identify a public interest favouring disclosure of this particular information in public proceedings of the meeting that would override the need to withhold the information</p>	<p>The public conduct of this part of the meeting is excluded as per section 7(2)(i) of the Act in order to enable Greater Wellington to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).</p>
Appointment to the Waiohine River Plan Advisory Committee – Report PE23.561	
<i>Reason/s for passing this resolution in relation to each matter</i>	<i>Ground/s under section 48(1) for the passing of this resolution</i>
<p>Information contained in this report includes personal and identifying information about proposed candidates for appointment to the Waiōhine River Plan Advisory Committee. Release of this information prior to Council’s decision is likely to prejudice the privacy of natural persons (section 7(2)(a) of the Act as releasing this information would disclose their consideration for appointment as members of Waiōhine River Plan Advisory Committee.</p> <p>Greater Wellington has not been able to identify a public interest favouring</p>	<p>The public conduct of this part of the meeting is excluded as per section 7(2)(a) of the Act in order to protect the privacy of natural persons, including that of deceased natural persons.</p>

<p>disclosure of this particular information in public proceedings of the meeting that would override the need to withhold the information.</p>	
<p>Appointment of director to the Wellington Regional Economic Development Agency – Report PE23.637</p>	
<p><i>Reason/s for passing this resolution in relation to each matter</i></p>	<p><i>Ground/s under section 48(1) for the passing of this resolution</i></p>
<p>The information contained in this report includes personal and identifying information about the proposed candidate for appointment. Withholding this information prior to Council’s decision is necessary to protect the privacy of that natural person (section 7(2)(a) of the Act) as releasing this information would disclose their consideration as a Director of the Wellington Regional Economic Development Agency (WellingtonNZ).</p> <p>Greater Wellington has not been able to identify a public interest favouring disclosure of this particular information in public proceedings of the meeting that would override the need to withhold the information</p>	<p>The public conduct of this part of the meeting is excluded as per section 7(2)(a) of the Act in order to protect the privacy of natural persons, including that of deceased natural persons.</p>
<p>Lower North Island Rail Integrated Mobility: proposed Procurement Strategy and Rolling Stock Procurement Plan – Report RPE23.604</p>	
<p><i>Reason/s for passing this resolution in relation to each matter</i></p>	<p><i>Ground/s under section 48(1) for the passing of this resolution</i></p>
<p>Certain information contained in this report relates to the future rail service procurement and contracting in the Wellington Region. Excluding the public from the proceedings of the meeting is necessary as considering this information in public would be likely to prejudice or disadvantage the ability of Greater Wellington Regional Council (Greater Wellington) to carry out, without prejudice or disadvantage commercial activities (section 7(2)(h) of the Act).</p>	<p>The public conduct of this part of the meeting is excluded as per section 7(2)(h) of the Act in order to enable Greater Wellington to carry out, without prejudice or disadvantage, commercial activities.</p>

<p>Greater Wellington has not been able to identify a public interest favouring disclosure of this particular information in public proceedings of the meeting that would override the need to withhold the information.</p>	
<p>Lower North Island Rail Integrated Mobility: operator options – Report RPE23.603</p>	
<p><i>Reason/s for passing this resolution in relation to each matter</i></p>	<p><i>Ground/s under section 48(1) for the passing of this resolution</i></p>
<p>Certain information contained in this report relates to future rail service procurement and contracting in the Wellington Region. Excluding the public from the proceedings of the meeting is necessary as considering this information in public would be likely to prejudice or disadvantage the ability of Greater Wellington Regional Council (Greater Wellington) to carry on negotiations with a potential operator/s for the Metlink public transport network (section 7(2)(i) of the Act).</p> <p>Greater Wellington has not been able to identify a public interest favouring disclosure of this particular information in public proceedings of the meeting that would override the need to withhold the information.</p>	<p>The public conduct of this part of the meeting is excluded as per section 7(2)(i) of the Act in order to enable Greater Wellington to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).</p>
<p>Contract tranching options – Report RPE23.626</p>	
<p><i>Reason/s for passing this resolution in relation to each matter</i></p>	<p><i>Ground/s under section 48(1) for the passing of this resolution</i></p>
<p>Certain information contained in this report relates to future bus procurement and contracting in the Wellington Region. Excluding the public from the proceedings of the meeting is necessary as considering this information in public would be likely to prejudice or disadvantage the ability of Greater Wellington Regional Council (Greater Wellington) to carry out, without prejudice or disadvantage</p>	<p>The public conduct of this part of the meeting is excluded as per section 7(2)(h) of the Act in order to enable Greater Wellington to carry out, without prejudice or disadvantage, commercial activities.</p>

<p>commercial activities (section 7(2)(h) of the Act).</p> <p>Greater Wellington has not been able to identify a public interest favouring disclosure of this particular information in public proceedings of the meeting that would override the need to withhold the information.</p>	
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This resolution is made in reliance on section 48(1)(a) of the Act and the particular interest or interests protected by section 6 or section 7 of that Act or section 6 or section 7 or section 9 of the Official Information Act 1982, as the case may require, which would be prejudiced by the holding of the whole or the relevant part of the proceedings of the meeting in public.

The motion was **carried**.

The public part of the meeting closed at 11.53am.

Councillor D Ponter

Chair

Date:

Council
29 February 2024
Report 24.34



For Decision

PUBLIC TRANSPORT FARES: ANNUAL FARES REVIEW

Te take mō te pūrongo

Purpose

1. To confirm public transport fare levels.

He tūtohu

Recommendations

That Council

- 1 **Notes** that the policy in Te Mahere Waka Whenua Tūmatanui o te Rohe o Pōneke Wellington Regional Public Transport Plan 2021-31 provides that fare levels will be adjusted annually with inflation within 1% to 3%, subject to Council decision through annual fares review and the Annual Plan or Long Term Plan process.
 - 1 **Notes** that the current Ko te Kaupapa Here Moni Whiwhi me Ahumoni Revenue and Financing Policy 2022 aims to maintain an average 30% of total operating revenue from fares and other user charges over the years of the Long Term Plan.
 - 2 **Notes** that due to the changes to travel behaviour and lower patronage levels post-COVID-19 pandemic, inflationary costs and no fare increase in 2022/23, fare revenue (including Government funding of half-price fares initiative) was 23% of total operating revenue and lower than the 32% budgeted for 2022/23.
 - 3 **Notes** that while the last fare increase implemented on 1 April 2023 was 6% at the level of inflation, it was lower than the 10% cost increase budgeted for 2023/24.
 - 4 **Notes** that fare revenue in 2024/25 (without a fare increase) is likely to remain below 25% of operating revenue and substantially lower than the 30% policy intent.
 - 5 **Notes** that to reduce pressure on rates and debt funding, at least a 10% fare increase would be required to align fare increases with inflation and partially cover the expected cost increase budgeted for 2024/25.
 - 6 **Notes** that a 10% fare increase brings in revenue that offsets a 3.3% rates increase.
 - 7 **Agrees to:**
 - Increase fares by 10% from 1 July 2024;
 - [or]
 - Retain the current fare levels and consider a decision on fares for the following years through the next annual fares review cycle.

Te tāhū kōrero

Background

Policy context

2. The Annual Fares Review (AFR) is a means to adjust contribution of one of the three main sources of funding (fares, rates and national funding). This is to ensure costs are shared in a manner that is equitable and sustainable in the long term.
3. The AFR looks at the expectations of costs and revenue, and determines the extent of any fare adjustments required to balance user contribution with public funding.
4. The requirements and assumptions related to AFR are set out in the policies and plans outlined in the following paragraphs.

Te Mahere Waka Whenua Tūmatanui o te Rohe o Pōneke Wellington Regional Public Transport Plan 2021-31

5. Policy 6.6(e) of Te Mahere Waka Whenua Tūmatanui o te Rohe o Pōneke Wellington Regional Public Transport Plan 2021-31 (RPTP) requires fares to be reviewed annually through the Annual Plan or Long Term Plan process.
6. The policy preference is for regular, rather than infrequent and substantial adjustments. This is intended to be primarily achieved by amending fare levels annually with inflation (within 1 to 3%), subject to reviews and Council decisions through the Annual Fares Review (AFR) process. Amending fares with inflation is also meant to align revenue with costs and help reduce the pressure on rates and debt funding.
7. Under the current policy, the AFR needs to consider likely impacts of any fare adjustments on patronage, affordability and mode shift, and on overall integrity of the fare structure within a wider policy and operational context.

Revenue and Financing Policy

8. In relation to “Fees and user charges”, the current policy states that:
“Average 30 percent of total operating revenue from fares and other user charges over the years of the Long Term Plan. To maintain the fares share of funding, fares will be adjusted annually with inflation within 1 percent to 3 percent, subject to Council decisions through annual fares and budget review.”

Long Term Plan Budget

9. The draft budget for the next ten years of the Long Term Plan (LTP) starting from 2024/25 assumes a 3.4% annual inflationary increase to the region’s operating costs for the June quarter of 2024 (higher than the 2.5% assumption in the current LTP 2021-31), and 2.7% for the June quarter 2025 (slightly higher than the 2.5% assumption in the current LTP 2021-31). The updated assumption for the draft Long Term Plan is based on the latest local government aggregated cost adjusters¹.

¹ Business and Economic Research Ltd Cost adjusters 2023 final update

Te tātaritanga

Analysis

Annual fares review process

10. AFR looks at the expectations of fare revenue and costs and determines the extent of any fare adjustments needed to meet the budget requirements for the next year.
11. The review also involves checking whether any aspect of the fare structure or policy needs review and any minor adjustments to tickets or ticketing operations required to ensure they are fit for purpose and deliver the expected fares policy outcomes.

Actual fare revenue and costs (2022/23 and 2023/24)

12. The last fare increase was 6% and came into effect on 1 April 2023 as part of a package of fare changes that included an increase to off-peak discount from 25% to 50% and extending the 50% discount to all concession holders.
13. Public transport service costs have increased by over 8.5% in 2022/23 and are estimated to further increase by over 10% by the end of June 2024 based on the current budget set for the financial year 2023/24 and the actual spending year to date.
14. The combined effect of the changes to fares, costs and inflation means that:
 - a For adult peak commuters, fares at full-price after the 6% increase are currently 13% more affordable in real terms than they were seven years ago. Similarly, fares for off-peak travelers at full-price are approximately 40% more affordable.
 - b For Greater Wellington, fare revenue has not increased in line with the increase in costs driven by inflation (this does not account for other cost pressures).
15. For the financial year 2022/23, fare revenue (including government funding of half-price fares) was 26% (over \$26 million) lower than the budget expectation for the year.
16. As a result, the share of operating funding covered by fares in 2022/23 was 23% and significantly below the 32% budgeted for the year, noting that the Government COVID-19 funding support ended on 30 June 2022.
17. For the current year 2023/24, budget expectation of the fare revenue is approximately \$108 million to maintain the fare's share of total operating revenue at 30%.
18. Assuming the patronage recovery continues at its current pace to the end of the year 2023/24, a 7% annual growth is expected by the end of June 2024 compared to 2022/23. This growth is likely to drive annual bus patronage to rebound to over 100% of the levels prior to COVID-19. However, annual rail patronage is likely to remain 20% below the pre-pandemic levels and take a few more years to fully recover.
19. At current prices, this level of patronage would be equivalent of approximately \$82m fare revenue (at full-price fares), leaving approximately \$26 million budget shortfall for the current year that would eventually increase the need for debt funding.

Expectations of fare revenue and costs (2024/25)

20. The budget for 2024/25 is yet to be confirmed through the Long Term Planning process.
21. For the first year of the next LTP (2024/25) operating expenditure is expected to increase by approximately 19% relative to the current year's budget (2023/24).

22. Fare revenue in 2024/25 is expected to reach \$96 million and will account for approximately 24% of the total operating revenue budgeted for the year.
23. This level of fare revenue is higher than the year before but remains substantially under the 30% policy intent requiring an increase to other sources of funding including rates or debt funding to keep the revenue with costs.
24. While the reduction in patronage after COVID-19 has been a primary cause of the reduction in fare revenue, the drop in the share of operating revenue covered by fares has also been a product of the irregular and lower than inflation increases to fares since 2018. This has resulted in the fare revenue disproportionately lagging behind the cost increases.
25. To achieve the expected fare revenue, the 2024/25 budget requires a 10% fare increase to bring the fare levels in line with inflation and balance the fares share of operating revenue and eventually help maintain the rates increase at an affordable level.
26. The forecast fare revenue is based on the average fares that reflect the impact of the reduced fares on fares affordability including the Community Connect Concession.
27. The Government funding for the Community Connect Initiative will end from 1 May 2024 for the age-based concessions (under 13-year-olds and under 25-year-olds).
28. The proposed withdrawal of the age based concessions (see Report 24.45 *End of Government Funding for Age Based Concessions*) is expected to have minimal impact on the expectation of fare revenue and budget for 2024/25.
29. Government will provide for the cost of disestablishment of the age-based concessions and any unclaimed reimbursements since the concessions implemented in the region.

Fare adjustment options

30. Officers have analysed potential impacts of the following two fare adjustment options:
 - a Increase fares by 10% from 1 July 2024 to align fare levels with inflation
 - b Retain the current fare levels and consider a decision on fares for the following years through the next annual fares review cycle.
31. Implications of these options are outlined below.

Potential patronage and revenue impacts

32. The table below summarises the approximate annual impacts on patronage and revenue of the two options:

Option	Patronage	Revenue*	Net impact for GW**
<i>No change</i>	+0.3 m	+\$0.6 m	+\$0.3 m
<i>10% increase</i>	-0.4 m	+\$7.3 m	+\$3.6 m
<i>Difference</i>	-0.7 m	+\$6.7 m	+\$3.3 m

* Revenue includes the effect of users' response to real (inflation adjusted) fare changes at full-price fares

*** This is the net impact if Waka Kotahi agrees to reset funding arrangement (where the net cost after fares are shared 51% Waka Kotahi and 49% Greater Wellington under the current Funding Assistance Rate (FAR) arrangement). If funding arrangements are not reset, the estimates in the "revenue" column will apply.*

33. A 10% fare increase is estimated to generate approximately \$7.3m after accounting for a moderate 1.2% (or approximately 400,000 lower patronage growth).
34. This estimate applies inflation adjusted fares and assumes the age-based Community Connect Concessions will end from 1 May 2024 and fares for the affected groups will return to the standard regional concession levels (i.e. child fares will return to 50% and young adults will either pay an adult fare or a tertiary fare with a Tertiary Concession).
35. Assuming everything else remains the same, a \$2m increase in fare revenue equates to approximately 1% reduction in rates. On this basis, keeping fares unchanged would require approximately 3.3% increase to rates to balance the budget.

Potential impact on fares affordability

36. The general inflation measured by the Consumer Price Index (CPI) dropped to 4.7% by December 2023 (from 6% in June 2023) and is currently forecast to fall to 4.1% by June 2024 and to 2.5% by June 2025².
37. Assuming a 4.1% inflation by June 2024, retaining the current fare levels would mean that in real terms fares would be 4% cheaper than the same period last year. This is likely to encourage some patronage uplift and hence additional revenue, as the real fares at their current levels would be more affordable and competitive with the costs of non-active modes when accounting for the current inflation and fuel price especially for price sensitive groups.
38. The tables below show examples of the impact of the 10% fare increase on 3, 7, 10 and 14 zones Snapper fares to demonstrate the impacts on common journey lengths:

Example of the levels of fare change for users travelling 3 zones

Passenger groups	Current fares with age-based Concessions		Fares without age-based Concession		Fares after 10% increase		Impact of 10% fare increase after removal of the age-based concessions	
	Peak	Off-peak	Peak	Off-peak	Peak	Off-peak	Peak	Off-peak
Adult (Base fare)	\$4.03	\$2.02	\$4.03	\$2.02	\$4.43	\$2.22	\$0.40	\$0.20
Child Concession	\$1.01	\$0.51	\$2.02	\$1.01	\$2.22	\$1.11	\$0.20	\$0.10
Child under 13	\$0.00	\$0.00	\$2.02	\$1.01	\$2.22	\$1.11	\$0.20	\$0.10
Tertiary Concession	\$3.02	\$1.51	\$3.02	\$1.51	\$3.32	\$1.66	\$0.30	\$0.15
Young adult under 25	\$2.02	\$1.01	\$4.03	\$2.02	\$4.43	\$2.22	\$0.40	\$0.20
Accessible Concession	\$2.02	\$1.01	\$2.02	\$1.01	\$2.22	\$1.11	\$0.20	\$0.10
Community Services Card	\$2.02	\$1.01	\$2.02	\$1.01	\$2.22	\$1.11	\$0.20	\$0.10

Example of the levels of fare change for users travelling 7 zones

Passenger groups	Current fares with age-based Concessions		Fares without age-based Concession		Fares after 10% increase		Impact of 10% fare increase after removal of the age-based concessions	
	Peak	Off-peak	Peak	Off-peak	Peak	Off-peak	Peak	Off-peak
Adult (Base fare)	\$7.96	\$3.98	\$7.96	\$3.98	\$8.76	\$4.38	\$0.80	\$0.40
Child Concession	\$1.99	\$1.00	\$3.98	\$1.99	\$4.38	\$2.19	\$0.40	\$0.20

² <https://budget.govt.nz/budget/hyefu2023/hyefu23.pdf>

Child under 13	\$0.00	\$0.00	\$3.98	\$1.99	\$4.38	\$2.19	\$0.40	\$0.20
Tertiary Concession	\$5.97	\$2.99	\$5.97	\$2.99	\$6.57	\$3.29	\$0.60	\$0.30
Young adult under 25	\$3.98	\$1.99	\$7.96	\$3.98	\$8.76	\$4.38	\$0.80	\$0.40
Accessible Concession	\$3.98	\$1.99	\$3.98	\$1.99	\$4.38	\$2.19	\$0.40	\$0.20
Community Services Card	\$3.98	\$1.99	\$3.98	\$1.99	\$4.38	\$2.19	\$0.40	\$0.20

Example of the levels of fare change for users travelling 10 zones

Passenger groups	Current fares with age-based Concessions		Fares without age-based Concession		Fares after 10% increase		Impact of 10% fare increase after removal of the age-based concessions	
	Peak	Off-peak	Peak	Off-peak	Peak	Off-peak	Peak	Off-peak
Adult (Base fare)	\$11.03	\$5.52	\$11.03	\$5.52	\$12.13	\$6.07	\$1.10	\$0.55
Child Concession	\$2.76	\$1.38	\$5.52	\$2.76	\$6.07	\$3.04	\$0.55	\$0.28
Child under 13	\$0.00	\$0.00	\$5.52	\$2.76	\$6.07	\$3.04	\$0.55	\$0.28
Tertiary Concession	\$8.27	\$4.14	\$8.27	\$4.14	\$9.10	\$4.55	\$0.83	\$0.41
Young adult under 25	\$5.52	\$2.76	\$11.03	\$5.52	\$12.13	\$6.07	\$1.10	\$0.55
Accessible Concession	\$5.52	\$2.76	\$5.52	\$2.76	\$6.07	\$3.04	\$0.55	\$0.28
Community Services Card	\$5.52	\$2.76	\$5.52	\$2.76	\$6.07	\$3.04	\$0.55	\$0.28

Example of the levels of fare change for users travelling 14 zones

Passenger groups	Current fares with age-based Concessions		Fares without age-based Concession		Fares after 10% increase		Impact of 10% fare increase after removal of the age-based concessions	
	Peak	Off-peak	Peak	Off-peak	Peak	Off-peak	Peak	Off-peak
Adult (Base fare)	\$15.95	\$7.98	\$15.95	\$7.98	\$17.55	\$8.78	\$1.60	\$0.80
Child Concession	\$3.99	\$2.00	\$7.98	\$3.99	\$8.78	\$4.39	\$0.80	\$0.40
Child under 13	\$0.00	\$0.00	\$7.98	\$3.99	\$8.78	\$4.39	\$0.80	\$0.40
Tertiary Concession	\$11.96	\$5.98	\$11.96	\$5.98	\$13.16	\$6.58	\$1.20	\$0.60
Young adult under 25	\$7.98	\$3.99	\$15.95	\$7.98	\$17.55	\$8.78	\$1.60	\$0.80
Accessible Concession	\$7.98	\$3.99	\$7.98	\$3.99	\$8.78	\$4.39	\$0.80	\$0.40
Community Services Card	\$7.98	\$3.99	\$7.98	\$3.99	\$8.78	\$4.39	\$0.80	\$0.40

Implementation of fare changes

39. Subject to Council decision, a fare increase can be either implemented from 1 May 2024 with the removal of the Government age-based concessions, or become effective from 1 July 2024.
40. Implementing a fare increase from 1 July 2024 would minimise impacts on users of two fare changes at the same time and aligns the fare change with the start of the financial year.

Ngā hua ahumoni

Financial implications

41. Paragraphs [32](#) to [35](#) set out the financial implications of the fare change options.
42. The financial estimates assume that the Government will fully fund costs of removing the age-based concession.

Ngā Take e hāngai ana te iwi Māori
Implications for Māori

43. Public Transport allows Māori to travel affordably to places such as employment, social services, education, and culturally significant events. Public Transport also aims to decrease the amount of greenhouse gas emissions in the environment which appeals to the protection of the environment which is important in te ao Māori given a special connection to the whenua (land).

Te huritao ki te huringa o te āhuarangi
Consideration of climate change

44. While a 10% fare increase is likely to reduce patronage growth, the size of the impact (estimated 1.2%) is not expected to adversely affect greenhouse gas emissions to any significant degree by driving a material mode-shift away from public transport.
45. The AFR neither significantly contributes to nor is at odds with Council's and Greater Wellington's policies and commitments relating to climate change.
46. The AFR has no significant implications for greenhouse gas emissions and therefore does not require an approach to reduce them.
47. Climate change impacts will not have any direct effect upon the AFR.

Ngā tikanga whakatau
Decision-making process

48. The matter requiring decision in this report was considered by officers against the decision-making requirements of Part 6 of the Local Government Act 2002.

Te hiranga
Significance

49. Officers considered the significance (as defined by Part 6 of the Local Government Act 2002) of the matter, taking into account Council's *Significance and Engagement Policy* and Greater Wellington's *Decision-making Guidelines*.
50. Officers consider that the matter is of low significance, on the basis that:
 - a while a fare increase will have a financial impact on a large number of users, keeping fares unchanged or lower than budget requirement would disproportionately impact rate payers or increase pressure on debt funding and undermine affordability of funding for rate payers; and
 - b the current policies in the RPTP aim to balance the contribution of fare revenue with public funding through annual or long term planning process.
 - c the Revenue and Financing Policy also intends to recover on average 30 percent of total operating revenue from fares and other user charges over the years of the Long Term Plan.

- d Council's fare policies have been consulted on as part of the RPTP and any fare adjustment would be in line with the policies set out in the RPTP.

Te whakatūtakitaki

Engagement

51. The RPTP sets out the Council's policies in relation to fare increases.
52. The RPTP was adopted following a Special Consultative Process.

Ngā tūāoma e whai ake nei

Next steps

53. Officers will undertake the steps necessary to implement the Council decision.

Ngā kaiwaitohu

Signatories

Writers	Reza Chalabianlou – Senior Advisor - Strategy and Funding, Metlink Anske Janssen – Manager Integrated Fares and Ticketing, Metlink
Approvers	Tim Shackleton – Senior Manager Commercial, Strategy and Investments, Metlink Samantha Gain – Kaiwhakahaere Mautā, Waka-ā-atea Group Manager, Metlink

<p style="text-align: center;">He whakarāpopoto i ngā huritaonga Summary of considerations</p>
<p><i>Fit with Council or Committee's Terms of Reference</i></p> <p>The Council has authority to make the decisions in relation to fares policies and funding fares initiatives for the Wellington Region.</p>
<p><i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i></p> <p>The proposals in this report contribute to the delivery of Public Transport aspects of the current Long Term Plan 2021-31 and the next Long Term Plan 2024-34.</p>
<p><i>Internal consultation</i></p> <p>In preparing this report there has been consultation with officers in the Public Transport, Finance and Community Engagement departments.</p>
<p><i>Risks and impacts: legal / health and safety etc.</i></p> <p>There are no identified legal or health and safety risks arising from the matters in this report.</p>

Council
29 February 2024
Report 24.45



For Decision

END OF THE GOVERNMENT FUNDING FOR AGE-BASED CONCESSIONS

Te take mō te pūrongo

Purpose

1. To seek Council decision on the withdrawal of certain Government Community Connect Concessions following the Government termination of the funding for age-based concessions for 5-12 year old and 13 to 24 year old passengers from 30 April 2024.

He tūtohu

Recommendations

That Council:

- 1 **Notes** that amending public transport fares is a decision that rests with public transport authorities (PTAs), in this case the Council.
- 2 **Notes** that Government fully funded universal half price public transport fares between 1 April 2022 and 1 July 2023.
- 3 **Notes** that in the Wellington Region, the universal half price fare initiative was in place from 1 April 2022 until 31 August 2023
- 4 **Notes** that on 18 May 2023, the Government announced termination of the universal half price fares and reallocated Crown funding to permanently subsidise a targeted Community Connect Concession scheme for the following groups from 1 July 2023:
 - a Free travel for under 13 year olds
 - b Half price fares for 13-24 year olds
 - c Half-price fares for Community Services Card (CSC) holders; and
 - d 75% discount on Total Mobility taxi services for Total Mobility Card holders
- 5 **Notes** that on 22 June 2023, the Council agreed to partially fund an extension of the universal half price fares in the region as an interim measure to allow time for implementation of the Government age-based Community Connect Scheme from 1 September 2023.
- 6 **Notes** that the Government's targeted Community Connect Concession has been in place since 1 September 2023 with the end of the universal half-price fares.
- 7 **Notes** that on 20 December 2023, the new Government announced termination of the funding under the Community Connect Scheme for half price public transport fares for 13 to 24 year olds and free travel for 5 to 12 year olds.

- 8 **Notes** that the Government funding for the two age-based concessions will cease after a 90-day notice period that will conclude on 30 April 2024.
- 9 **Notes** that Government will continue fully subsidising the existing half-price public transport fares under the Community Connect scheme for CSC holders and the 75% discount on Total Mobility taxi fares for Total Mobility card holders.
- 10 **Notes** that the Government has indicated that it will provide regions with the funding assistance required to cover the costs of disestablishing the two age-based concessions.
- 11 **Notes** that retaining the free travel for under 13 year olds and 50% discount for under 25 year olds would cost approximately \$10 to \$12m per annum.
- 12 **Agrees to**
 - a terminate provision of free travel for under 13 year olds and half-price fares for under 25 year olds from 1 May 2024; and
 - b continue with provision of the Community Connect scheme for the remaining groups (half-price fares for CSC holders and 75% Total Mobility taxi fare discounts) along with the regional targeted concessions under current policies.
- 13 **Authorises** officers to undertake actions to implement Council's decision.

Te tāhū kōrero

Background

Government fare initiatives

2. On 14 March 2022, the then Government announced a suite of initiatives to allow for all public transport fares to be halved for three months commencing on 1 April 2022.
3. On 19 May 2022, as part of Budget 2022, the then Government announced:
 - a That it was extending its universal half price fares initiative for an additional two-month period (ending 31 August 2022)
 - b An initiative, called Community Connect that provided funding and legislative framework to support Public Transport Authorities (PTAs) to provide 50 percent concession for community services card (CSC) holders on bus, train and ferry services in their regions from 1 September 2022.
4. On 17 July 2022, the then Government announced that it was extending its universal half price fares initiative for an additional period (ending 31 January 2023) on all public transport services and Total Mobility taxi services.
5. On 14 December 2022, the then Government announced:
 - a That it was extending its universal half price fares initiative for an additional two-month period (to 31 March 2023)
 - b The Community Connect Initiative for CSC cardholders would commence from 1 April 2023.
6. On 1 February 2023, the then Government announced:

- a That it was extending its universal half price fares initiative until 30 June 2023
 - b Community Connect Initiative for CSC cardholders to commence on 1 July 2023.
7. On 18 May 2023, the then Government confirmed that funding for its universal half price fares initiative would end on 30 June 2023.
8. On 18 May 2023, the then Government also announced funding for an initiative to extend the Community Connect Initiative (Community Connect Initiative – Extension) from 1 July 2023 for public transport fares to be:
- a Free for under 13-year-olds
 - b Half price for under 25-year-olds.
9. On 20 December 2023, the new Government announced cancellation of the funding package to extend Community Connect to enable discounted half price fares for 13 to 24 year olds and free fares for 5 to 12 year olds.
10. Under the Community Connect Programme implementation agreement, the Government funding for the two age-based concessions will cease after a 90 day notice period that started on 31 January 2024 and will conclude on 30 April 2024.
11. Government funding will continue to subsidise the existing half-price public transport fares under the Community Connect scheme for CSC and Total Mobility card holders.

Council decisions on implementing Government fare initiatives

12. To implement the Government fare initiatives, Council made the following decisions:
- a On 17 March 2022, Council resolved to reduce Metlink Public Transport fares by a minimum of 50 percent for a three-month period commencing 1 April 2022 (refer Report 22.111)
 - b On 16 June 2022, Council (refer Report 22.255) resolved to:
 - i Reduce Metlink Public Transport fares by a minimum of 50 percent for an additional two-month period (ending 31 August 2022)
 - ii Implement the Community Connect Initiative [for CSC cardholders] on Metlink Public Transport services commencing on 1 September 2022, with transitional arrangements for the period between 1 September and 1 December 2022.
 - c On 25 August 2022 (refer Report 22.355), Council resolved to:
 - i Extend the reduced Metlink Public Transport fares by a minimum of 50 percent for an additional period concluding on the date when Government funding for this initiative ends.
 - ii To change the date for implementing the Community Connect Scheme for CSC holders on Metlink Public Transport services, to the date following the conclusion of the half-price fares initiative.
 - d On 22 June 2023 (refer Report 23.280), Council agreed to extend and partially fund the universal half price fares on Metlink Public Transport for all, as an interim measure, commencing 1 July 2023.

Regional Public Transport Plan

13. The fares policies in Te Mahere Waka Whenua Tūmatanui o te Rohe o Pōneke Wellington Regional Public Transport Plan 2021-2031 (RPTP) sets the strategic direction on future fares.
14. The RPTP sets out the following key policies in relation to fares:
 - a Policy 6(b) Apply a consistent fare structure and pricing approach that recognises the wider benefits and costs of public transport
 - b Policy 6(c) Provide concession fares to targeted groups to increase access to affordable services for those who are most dependent on public transport
 - c Policy 6(d) Provide incentives to encourage more frequent use of public transport, more off-peak travel, and greater use of electronic ticketing
 - d Policy 6(e) Ensure public transport users make a sustainable and equitable contribution towards funding of the network.

**Te tātaritanga
Analysis**

15. The Government targeted Community Connect Scheme was implemented in two stages and has been in place for the following groups:
 - a Since 1 July 2023:
 - i 50% discount on equivalent adult Snapper fares for CSC holders.
 - ii 75% discount on Total Mobility Taxi services for Total Mobility card holders became permanent.
 - b Since 1 September 2023:
 - i Free travel for children under 13 years old (5 to 12 years old).
 - ii 75% discount off the adult fares for all school age children with a Metlink Child Concession on Snapper card.
 - iii 50% discount off the adult Snapper fares for young adults under 25 years old.
16. All other adult and concession fares including Accessible Concession and Tertiary Concession have returned to standard fares from 1 September 2023.
17. Since the launch of the Free Pass for children under 13 years old and the 50% for young adults under 25 years old, and by the end of January 2024:
 - a Over 10,500 Free Passes were issued and over 230,000 trips were made on these passes (approximately 1.5% of total bus and rail trips)
 - b 780,000 trips were made on buses and trains at 50% discount with an Under 25 year old concession (approximately 7% of total bus and rail trips). Data indicates that majority of the trips made on this Concession were likely by Tertiary students who switched to this concession.

- c 2.5 million trips were made on buses and trains at 75% discount on a Child Concession

Nga kōwhiringa

Options

- 18. Officers have analysed potential impacts of the following two options:
 - a Option A – terminate provision of the free travel for under 13 year olds and half-price fares for under 25 year olds from 1 May 2024, and continue with provision of the Community Connect scheme for the remaining groups (half-price fares for CSC holders and 75% Total Mobility taxi fare discounts) along with the regional targeted concessions under current policies;
 - b Option B – retain and fully fund the Government targeted concessions.

19. Impacts of the two options are summarised in the table below:

Option	Pros	Cons
Option A.	<p>Avoids over \$10m p.a. "budget deficit" and consequently extra pressure on rates and debt funding</p> <p>More consistent with the current need-based concession policy by targeting the groups most in need (i.e. CSC)</p> <p>Simplifies administration, verification and management of concessions</p>	<p>Likely reduction in patronage growth (2% to 4%) and proportionally reduction in revenue (estimated to be up to \$2m p.a. depending on users' response to fare change and Council decision on annual fare adjustment)</p> <p>Intensive communication campaign required particularly for "under 13 year olds" and under 25 years old tertiary students.</p> <p>Potentially increased customer enquiries</p> <p>Managing fares, ticketing and operational changes including expiry of the concessions, refunds, and transitioning affected groups to standard fares</p>
Option B.	<p>Easier operationally and from communications perspective</p> <p>No impact on patronage growth (but at high cost)</p>	<p>Approximately \$10m - \$12m p.a. revenue loss depending on Council decision on annual fares adjustment and growth in uptake of the three concessions over the next year:</p> <ul style="list-style-type: none"> \$3 to \$5m for under 13 year olds, \$4m for under 25 year olds; and \$3m to retain 75% child concession <p>Will not receive government funding</p> <p>Age-based concessions not in line with current policy</p>

20. The table below show the impact of Option A (withdrawal) on a 3 zones Snapper fares (common journey length taken by these groups):

Passenger groups	Current fares		Option A.		Impact	
	with age-based Concessions		Fares without age-based Concession		Withdrawal of the age-based concessions	
	Peak	Off-peak	Peak	Off-peak	Peak	Off-peak
Child Concession	\$1.01	\$0.51	\$2.02	\$1.01	\$1.01	\$0.50
Child under 13	\$0.00	\$0.00	\$2.02	\$1.01	\$2.02	\$1.01
Young adult under 25	\$2.02	\$1.01	\$4.03	\$2.02	\$2.01	\$1.01

21. While the proposed Option A is expected to slow down patronage growth, it is not expected to adversely affect greenhouse gas emissions to any significant degree by driving a material travel choice -shift away from public transport.

Ngā hua ahumoni

Financial implications

22. Paragraph 19 sets out the financial implication of the options.
23. The extent and magnitude of the impact would depend on the Council decision on annual fare adjustments and the level of growth in uptake of the free and discounted concession by these groups over the next year.
24. The Government has indicated that the cost of disestablishing the two age-based concessions and returning to regional fares for these groups will be fully funded by the Government.

Ngā Take e hāngai ana te iwi Māori

Implications for Māori

25. Public Transport allows Māori to travel affordably to places such as employment, social services, education, and culturally significant events. Public Transport also aims to decrease the amount of greenhouse gas emissions in the environment which appeals to the protection of the environment which is important in te ao Māori given a special connection to the whenua (land).
26. Greater Wellington’s current concession policy approach is to ensure those who are most in need and dependant on public transport have affordable access to public transport. Withdrawal of the Government age based concessions is not expected to have any specific impact on Māori.

Te huritao ki te huringa o te āhuarangi

Consideration of climate change

27. The withdrawal of the targeted age-based concessions is expected to slow down patronage growth likely. However, the size of the impact is not expected to adversely affect greenhouse gas emissions to any significant degree by driving a material mode-shift away from public transport.
28. The change is not expected to impact greenhouse gas emissions to any significant degree and therefore do not require an approach to reduce them.

29. Climate change impacts will not have any direct effect upon the change.

Ngā tikanga whakatau

Decision-making process

30. The matter requiring decision in this report was considered by officers against the decision-making requirements of Part 6 of the Local Government Act 2002.

Te hiranga

Significance

31. Officers considered the significance (as defined by Part 6 of the Local Government Act 2002) of the matter, taking into account Council's *Significance and Engagement Policy* and Greater Wellington's *Decision-making Guidelines*.

32. Officers consider that the matter is of medium significance, on the basis that while withdrawal of the Government free and reduced fares will affect particular groups, retaining the Government free and reduced fares will have larger effects on budget.

Te whakatūtakitaki

Engagement

33. Officers have been engaged with NZ Transport Agency Waka Kotahi, Snapper and operators as part of the preparation to remove the age based fares, should the Council decide with the proposed Option A.

Ngā tūāoma e whai ake nei

Next steps

34. Should the Council decide to terminate provision of the free travel for under 13 year olds and half-price fares for under 25 year olds from 1 May 2024; to align with the Government's funding announcement:

- a Officers will engage with the operators and Snapper to implement the fare changes.
- b Officers will develop an appropriate customer and media campaign to advise Metlink customers of the fare changes.

Ngā kaiwaitohu

Signatories

Writers	Reza Chalabianlou – Senior Advisor - Strategy and Funding, Metlink Anske Janssen – Manager Integrated Fares and Ticketing, Metlink
Approvers	Tim Shackleton – Senior Manager Commercial, Strategy and Investments, Metlink Samantha Gain – Kaiwhakahaere Matua, Waka-ā-atea Group Manager, Metlink

<p style="text-align: center;">He whakarāpopoto i ngā huritaonga Summary of considerations</p>
<p><i>Fit with Council or Committee's Terms of Reference</i></p> <p>The Council has authority to make the decisions in relation to funding fares initiatives for the Wellington Region.</p>
<p><i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i></p> <p>The decisions sought in this report reflect government funding for fare initiatives.</p>
<p><i>Internal consultation</i></p> <p>In preparing this report there has been consultation with officers in the Public Transport, Finance and Community Engagement departments.</p>
<p><i>Risks and impacts: legal / health and safety etc.</i></p> <p>Risks and impacts are addressed in the report.</p>

Council
29 February 2024
Report 24.56



For Information

DIS-ESTABLISHMENT OF THE LET'S GET WELLINGTON MOVING PROGRAMME

Te take mō te pūrongo

Purpose

1. To provide Council with an update on the close-out process that will result in the Let's Get Wellington Moving (LGWM) Programme being disestablished by 31 March 2024, following the mutual agreement (refer Attachment 1) by all three parties - Greater Wellington Regional Council (Greater Wellington), Wellington City Council (WCC) and the New Zealand Transport Agency Waka Kotahi (NZTA) - to terminate the LGWM Relationship and Funding Agreement (provided in [Attachment 2](#)).
2. To provide Council with an update on next steps, including LGWM project status and transition process for those projects that will continue in some form post-LGWM.

Te tāhū kōrero

Background

3. LGWM was a joint initiative between WCC, Greater Wellington, and NZTA, with support from mana whenua partners Taranaki Whānui ki Te Upoko o Te Ika and Ngāti Toa Rangatira.
4. The initiative first commenced in late 2015 following the High Court's upholding of a Board of Inquiry's decision to decline the Basin Bridge proposal. A Memorandum of Understanding (MoU) was in place for the first stage of the partnership work.
5. In 2019, a formal Relationship and Funding Agreement (RFA) was prepared and endorsed by Greater Wellington (Report 19.485 – Funding and partnering for the next phase of LGWM), WCC and NZTA. The RFA was subsequently signed in January 2020.
6. The purpose of the RFA was to guide how the three partner organisations would work together, govern the programme of work, share costs and manage stakeholder relationships for the next phases of work. This agreement is the basis of work completed for LGWM until its closure on 31 March 2024.
7. Clause 2.1 of the RFA relates to the 'Term' of the agreement which was to continue until the date on which the parties either agree to terminate the agreement or enter into a new replacement agreement.
8. Following the 2023 General Election, the new coalition government signalled that it would withdraw Crown funding from LGWM.
9. On 17 December 2023, the Infrastructure & Housing Minister Chris Bishop, Transport Minister Simeon Brown, Tory Whanau Mayor of WCC and Daran Ponter Chair of Greater

Wellington announced that agreement had been reached to dissolve LGWM. This was on the basis that:

- a Further work to implement the Golden Mile project and the Thorndon Quay to Hutt Road project will be led by WCC (with the funding previously confirmed by the NZTA board available to contribute at the approved funding assistance rate).
 - b Further work on the Basin Reserve and Mt Victoria Tunnel options will be led by NZTA (with any funding provided by central government).
 - c Investment in core North-South, East-West and Harbour Quays' bus priority corridors continues to be a key priority. Accelerating these bus corridors will support and complement the investment in the Basin and the Tunnel and improve access to the airport and hospital (funding subject to the standard prioritisation process through the National Land Transport Plan (NLTP)).
10. A letter dated 5 February 2024 was subsequently signed by the three parties to formalise their mutual agreement to end the RFA. ([Attachment 1](#)).
 11. In alignment with this agreement, work has begun to wind-down and close out the Programme including, where appropriate, transitioning work that will continue to be carried out within one of the partner agencies.
 12. It is expected that the LGWM Programme will be completely closed by 31 March 2024.

Programme close-out process

13. There are three primary tasks the programme is working to deliver by 31 March 2024, these are:
 - a Movement of Transitional Programme¹ of work that is continuing into WCC.
 - b Movement of Transformational Programme² of work that is continuing into NZTA.
 - c Wind-down and close out of all work associated with the LGWM Project Management Office.
14. In the interim period, the Board has agreed that until 31 March 2024, the LGWM Programme will continue to provide clarification on work being transferred and to answer any questions on the projects that are being transitioned to a partner organisation, but decision-making responsibility will shift to the relevant partner. The Board agreed:
 - a WCC will take on decision making responsibility for the Transitional Programme (including the Golden Mile, Thorndon Quay & Hutt Road and Targeted Improvement projects) from 11 February.
 - b NZTA will take on decision making responsibility for the delivery of the Mt Victoria Tunnel and Basin Reserve upgrade projects from 11 February.

¹ The LGWM Transitional Programme included the Targetted Improvements package, the Golden Mile project, the Thorndon Quay Hutt Road project, and City Streets (including the Second Public Transport Spine).

² The LGWM Transformational Programme included Mass Rapid Transit from the Railway Station to the Regional Hospital Island Bay and Enhanced Bus to the eastern suburbs and Wellington Airport, Basin Reserve upgrade, and second Mt Victoria Tunnel.

15. Other than clean up and handover of information, no further work will be done by LGWM Programme staff on the Second CBD Spine, City Streets, Urban Development and Travel Behaviour Change projects.
16. Discussions about funding of future work will be managed between the partner organisations, separate to the LGWM Programme. This includes partners working together to ensure relevant ex-LGWM projects are appropriately represented in the Regional Land Transport Plan (RLTP)/NLTP prioritisation and funding process.
17. The LGWM Programme's finance team is preparing a Programme Financial Report which will be the final wrap up of all LGWM finances.
18. A process is underway by the LGWM Programme in consultation with partners to ensure that all partners will hold copies of relevant LGWM materials and any associated intellectual property (with some exceptions relating to HR and financial information for privacy reasons) prior to 31 March 2024.
19. Close-out processes are also underway to hand over responsibility for areas such as Parliamentary Questions, Official Information, Media, Communications and Engagement which will be taken up by the relevant organisation.

Project Status and transition

20. This section sets out the current project status of the various elements of the LGWM programme and the anticipated status going forward, including any Greater Wellington role. Note that this is clearer for some elements than others and may evolve as more information, discussions and decisions are made.

Golden Mile, Thorndon Quay/Hutt Road, and Central City Pedestrian Improvements

21. These three projects were identified for early implementation by the LGWM Programme and have progressed through the relevant business case, traffic resolution and funding approval processes.
22. Current Phase: Construction.
23. Status going forward: Continuing - will be managed by WCC. The scope, timing and phasing of these projects are currently being considered by WCC through its LTP process in the context of affordability constraints. Current proposals are set out below for information, noting these still are subject to community consultation and final decisions as part of the WCC LTP process.
 - a Golden Mile – Progress Courtenay Place (and associated water renewals) first, defer Lambton Quay, Manners and Willis Street – with the full project to be completed over 5 years.
 - b Thorndon Quay/Hutt Road – Continue with Aotea Quay roundabout and progress Thorndon Quay section. Stop/remove the Hutt Road section of the project. Note the Jardin Mile intersection work is still expected to be delivered at a later stage and as a separate project.
 - c Central City Pedestrian Improvements – the remaining works are already in construction.

24. Funding status: Funding for existing full project scopes was approved by all LGWM partners. Any changes in scope or phasing following WCC's Long Term Plan (LTP) prioritisation process will need to be worked through with NZTA as funding partner. Greater Wellington has included provision for Golden Mile bus shelters in its draft LTP and draft RLTP/NLTP bid.
25. Greater Wellington role going forward: Work in collaboration with WCC to ensure final design and delivery, including any re-scoping or re-phasing of the existing projects, meet Metlink and bus customer needs. Ensure important work to rationalise and modernise bus stops and shelters and achieve bus priority is progressed, with any necessary interim improvement opportunities identified.

Targeted Improvements

26. This package of targeted improvements includes individual projects at different phases, ranging from design, traffic resolutions, procurement, and implementation.
27. Current Phase: Pre-implementation and construction.
28. Status going forward: Continuing - will be managed by WCC.
29. Funding status: Funding will be progressed via standard processes for transport projects with WCC including the targeted improvements in their Minor Works budget with timing subject to their usual prioritisation process for Minor Works. Greater Wellington has made provision in its draft LTP to fund the specific Route 2 works required to accommodate new articulated buses.
30. Greater Wellington role going forward: Contribute funding and ensure the implementation of remaining Route 2 works.

Second Bus Spine – along the Waterfront Quays

31. A 'second bus spine' through the central city is needed within three years to support a projected growth in bus users that will see the number of buses along the Golden Mile exceed its effective capacity, and to support changes in street capacity as part of the Golden Mile upgrade. The efficient, reliable performance of this core part of the bus network impacts on people's bus journeys across the entire city.
32. Scoping work had commenced via the City Streets package for an 'interim' second spine for buses until a new MRT waterfront spine was to be operational (around 2030). This work will need to be re-scoped to reflect the new context without MRT and changes to timing and phasing of Golden Mile and other project with dependencies.
33. Current Phase: Point of Entry
34. Status going forward: Continuing – Greater Wellington and WCC officers have begun discussions to progress this project in partnership (the first stage will involve scoping/planning/design) but a formal collaboration approach is yet to be determined.
35. Funding Status: No funding approved. Both WCC and Greater Wellington have included funding provision for the second spine in their draft LTP and RLTP/NLTP funding bids to progress the project over the next three years.

City Streets Package – included bus priority as a key component.

36. This package includes a list of projects identified through the Joint WCC/Greater Wellington Bus Priority Action Plan and the subsequent multi-modal Indicative Business Case. Projects include Tranche 1 – Taranaki St North, Taranaki/Wallace/John, CBD to Miramar, Bowen St, Featherston St, Southwest CBD, Berhampore to Newtown, and Johnsonville/Ngā Ūranga); and Tranche 2 – includes Karori Corridor and The Terrace.
37. Current Phase: Single Stage Business Cases for Tranche 1 projects have been progressed to preferred option stage based on agreed LGWM project objectives, approved strategic cases and optioneering.
38. Project status going forward: Tranche 1 continuing in reduced form – led by WCC, with partner involvement. Tranche 2 – currently on hold.
39. Funding Status: WCC has identified funding provision for ex-City Streets projects in their draft LTP. This is based on rescoping and rephasing the projects and is significantly reduced from the previous LTP allocation. Greater Wellington has also included funding provision in its draft LTP and RLTP/NLTP bid to be used as a contribution towards bus priority in Wellington City, with a focus on supporting the accelerated delivery of projects considered crucial for reliable bus journeys and progressing towards a future busway solution along the regionally significant eastern and southern corridors.
40. Greater Wellington role going forward: An integrated approach between Greater Wellington and WCC, and Greater Wellington and NZTA (to align to the Basin and tunnel improvements) will be needed to determine and agree the best mix, scope, and phasing of these projects.

Transformational Programme – Mass Rapid Transit, Basin Reserve, Mt Victoria Tunnel and Eastern Enhanced Bus

41. The Transformational Programme included a multi-modal package including Mass Rapid Transit to the south, Enhanced Bus (Busway) to Miramar and the Airport, the Basin Reserve upgrade project and a second Mt Victoria Tunnel – with associated urban development and intensification.
42. Current phase: Detailed Business Case – 50% complete overall
43. Status going forward: Project will be re-assessed to reflect changes in priority.
 - a Mass rapid transit – Stopped.
 - b Basin and Mt Victoria Tunnel – Continuing; will be led by NZTA.
 - c Eastern (and Southern) Enhanced Bus Corridor – To be determined; may be packaged with Basin and Mt Victoria project or progressed separately.
44. Funding Status: Previous funding identified for the DBC phase and beyond is no longer relevant. Funding for the re-scoped project will need to be identified through the upcoming GPS and subsequent RLTP/NLTP processes and/or other sources.
45. Greater Wellington role going forward: Advocate the importance and high priority of improving these key strategic bus corridors for the city and region. Greater Wellington has made funding provision in its LTP and RLTP/NLTP bid to support NZTA and WCC in delivering critical bus priority corridors and busways.

Travel Behaviour Change Programme

46. A Single Stage Business Case for a Travel Behaviour Change Programme was approved by WCC and Greater Wellington in 2022. The programme of initiatives helps to lock in the benefits of transport investments by understanding what motivates people to travel the way they do, and providing practical on the ground support to give people more choice in the way they travel and access the things they need.
47. Current phase: Implementation.
48. Funding Status: WCC and Greater Wellington have both made some provision in their draft LTPs and RLTP/NLTP bid for implementing planned Travel Behaviour Change initiatives going forward, linked to capital projects.
49. Status going forward and Greater Wellington role: The Travel Behaviour Change teams at Greater Wellington and WCC are continuing with delivery of Packages A & B of the SSBC, as per approved funding for the current financial year. Dependent on continued co-funding from NLTF.

Urban Development

50. In February 2023 the LGWM Board agreed in principle to WCC taking a lead role in the next steps for Urban Development within the Programme. On 31 October 2023, the LGWM Board agreed that Urban Development work within the Programme would not continue.
51. Planning provisions and development capacity along the former LGWM MRT and bus priority routes are expected to change for several reasons (MRT stopped, District Plan decisions, building cost escalation etc), however significant growth in these areas is still expected. Understanding this better will be important to determine the level and timing of bus priority investment needed along the key southern and eastern corridors to support this growth going forward.
52. Opportunities exist to develop a housing and urban growth precinct with the acquisition of land associated with the Basin upgrade and new Mt Victoria Tunnel.

Ngā hua ahumoni

Financial implications

53. LGWM will prepare a Programme Financial Report which will be the final wrap up of all LGWM finances to provide partners with a complete view of spend over the life of the Programme.
54. Final wrap up finances will be based on the funding splits agreed to through the existing Relationship and Funding Agreement.
55. Council's current 2021 LTP included \$300m (uninflated) for LGWM. The draft 2024 LTP includes \$88m (uninflated) for contribution towards regionally significant corridor improvements and accelerating bus-priority outcomes. The provision includes GWRC owned assets and travel behaviour measures associated with the corridor improvements. No provision has been included for Basin Reserve and Mt Victoria Tunnel improvements which will be fully funded by Central Government as a state highway improvement.

**Ngā Take e hāngai ana te iwi Māori
Implications for Māori**

- 56. LGWM has been overseen and directed by the Partnership Board who has taken advice from the Governance Reference Group (GRG) to inform and make decisions. The GRG has made sure voices and views from all three programme partners and mana whenua are represented equally. To ensure the programme and all projects consider mana whenua perspectives and support broader iwi engagement the Programme also stood up a working group (Te Piringa) made up of mandated representatives from Ngāti Toa and Taranaki Whānui.
- 57. The LGWM Programme will meet with iwi to discuss the appropriate processes to close out the Programme with mana whenua in accordance with tikanga. To uphold manaakitanga, engagement from all partner organisations will occur through the closure process. Partners will continue working with iwi on the projects that are being transitioned to the respective organisations.

**Te whakatūtakitaki
Engagement**

- 58. The three parties and the LGWM Programme continue to engage on the close-out process, priorities and next steps.
- 59. No community engagement has been undertaken in relation to the matters in this report which are procedural.

**Ngā tūāoma e whai ake nei
Next steps**

- 60. Over the next two months to 31 March 2024 the LGWM Programme will continue to progress the close-out in line with direction from the LGWM Board.
- 61. Council will continue to work closely with WCC and NZTA to establish appropriate integration mechanisms so that as projects transition to the respective organisation, good engagement and collaboration is maintained to deliver on important transport outcomes for the city and region including bus priority. Further information will be reported separately as this work is progressed.

**Ngā āpitihanga
Attachments**

Number	Title
1	Letter dated 5 February between GWRC, WCC and NZTA titled 'Let's Get Wellington Moving – Disestablishment'
2	LGWM Relationship and Funding Agreement – Execution Version - January 2020

**Ngā kaiwaitohu
Signatories**

Writers	Natasha Hayes – Senior Strategic Advisor Grant Fletcher – Head of Regional Transport
Approver	Luke Troy – General Manager, Strategy

<p style="text-align: center;">He whakarāpopoto i ngā huritaonga Summary of considerations</p>
<p><i>Fit with Council's roles terms of reference</i></p> <p>The disestablishment of LGWM and termination of the LGWM RFA sees an ending to several Council roles and groups at governance and officer level and will see a shift in several responsibilities and work programmes.</p>
<p><i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i></p> <p>The disestablishment of LGWM and termination of the LGWM RFA will impact on the activities and funding provisions in Council's LTP and other key planning documents.</p>
<p><i>Internal consultation</i></p> <p>Council has an internal LGWM working group to ensure oversight of the programme across the relevant parts of the organisation including representation from Strategy, Metlink, Wellington Analytics Unit, Communications and Legal teams. The working group has reviewed this paper.</p>
<p><i>Risks and impacts - legal / health and safety etc.</i></p> <p>Greater Wellington's legal team has reviewed this report to ensure legal risks are mitigated.</p> <p>Officers have been working with the Programme and partner organisations to ensure that technical work done to date is available to partners, is utilised as much as possible going forward, and that critical improvement projects are prioritised and progressed.</p> <p>There are no health and safety considerations.</p>



5 February 2024

Daran Ponter Chair
Greater Wellington Regional Council

Tory Whanau Mayor
Wellington City Council

Dear Daran and Tory

Let's Get Wellington Moving - Disestablishment

On 20 December 2023, Hon Simeon Brown, Minister of Transport, wrote to the Chair of the New Zealand Transport Agency Waka Kotahi (NZTA) Board outlining that the Let's Get Wellington Moving (LGWM) programme is not meeting its objectives and that as a result of a recent meeting with the Mayor of Wellington City Council (WCC) and the Chair of Greater Wellington Regional Council (GWRC), there is agreement to disestablish the Programme by mutual agreement. The Minister also asked that NZTA work in partnership with WCC and GWRC to co-ordinate and confirm next actions for disestablishing the Programme.

Further to my initial letter of 10 January 2024 to officially terminate the Relationship Funding Agreement, I have now incorporated the feedback received from you in this letter.

Relationship Funding Agreement (RFA)

The LGWM partners have indicated that the RFA should be terminated by mutual agreement on the basis that:

- Further work to implement the Golden Mile project and the Thorndon Quay to Hutt Road project will be led by WCC (with the funding previously confirmed by the NZTA board available to contribute at the approved funding assistance rate).
- Further work on the Basin Reserve and Mt Victoria Tunnel options will be led by NZTA (with any funding provided by central government).
- The parties acknowledge investment in core North-South, East-West and Harbour Quays' bus corridors was a key priority of the Programme and continues to be a key priority for Wellington. The parties understand that accelerating these bus corridors will support and complement the investment in the Basin and the Tunnel and improve access to the airport and hospital. Increased levels of bus priority investment are still to be agreed by the parties. Approval of National Land Transport Fund (NLTF) funding for bus priority projects will be subject to the standard prioritisation process through the National Land Transport Programme.

This letter records the decision to terminate the RFA under clause 2.1(a) of the RFA. Please confirm your acceptance of this letter by countersigning below and delivering a copy of the letter by email to me.

Next steps

There are other decisions that need progressing before the partnership is fully disestablished. This will include the LGWM partners working together to ensure that each party is able to use the intellectual property generated by and for the Programme for its own purposes. That use may be subject to certain reasonable restrictions, for example, due to contractual or other legal limitations. If those restrictions would cause an issue to any of the parties, the parties will work together in good faith to try and resolve the issue.

NZTA proposes that the LGWM Partnership Board meet in February 2024 to set clear direction on the resolution of the steps needed to wind up the Programme office.

Our hope is that the partnership can be fully disestablished by 31 March 2024.

Please let me know if you have any questions concerning the content of this letter. I look forward to continuing to work together.

Yours sincerely



Brett Gliddon
Group General Manager Transport Services

Wellington City Council, Greater Wellington Regional Council and the New Zealand Transport Agency Waka Kotahi agree to end the LGWM Relationship Funding Agreement pursuant to clause 2.1 of that Agreement.

SIGNED for and on behalf of **New Zealand Transport Agency** by its delegate:



Signature of Authorised Signatory

Brett Gliddon, GGM Transport Services

Name of Authorised Signatory

Date: 08/02/2024

SIGNED for and on behalf of **Wellington City Council**:



Signature of Authorised Signatory

TORY WHANAU

Name of Authorised Signatory

Date: 7.2.24

SIGNED for and on behalf of **Greater Wellington Regional Council**:



Signature of Authorised Signatory

Daran Ponter

Name of Authorised Signatory

Date: 8 February 2024

Let's Get Wellington Moving - Relationship and Funding Agreement

New Zealand Transport Agency

Wellington City Council

Wellington Regional Council



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DATED 2020

PARTIES

1. **New Zealand Transport Agency** (Waka Kotahi NZ Transport Agency), a Crown entity established under section 93 of the Land Transport Management Act 2003 (**Transport Agency**).
2. **Wellington City** a territorial authority constituted by clause 100 of the Local Government (Wellington Region) Reorganisation Order 1989 as Wellington City Council and listed in Part 2 of Schedule 2 of the Local Government Act 2002 as Wellington City Council (**WCC**).
3. **Wellington Regional Council** a regional council constituted by clause 9 of the Local Government (Wellington Region) Reorganisation Order 1989 and listed in Part 1 of Schedule 2 of the Local Government Act 2002 (**GWRC**).

BACKGROUND

- A. LGWM is an exciting and unique city shaping opportunity through which the parties will work collaboratively to deliver improved liveability, accessibility, safety, and resilience, and reduced car reliance using an integrated transport package as the enabler of transformational change.
- B. In 2014, the parties entered into a Memorandum of Understanding (**MoU**) in respect of *“the processes and behaviours the parties will exhibit as they jointly seek to deliver integrated transport outcomes for users of the transport network in Wellington city”*. The parties have made significant progress in their thinking about LGWM and have determined that, while the MoU has served well to date the parties wish to provide for a more detailed commitment in relation to the implementation and operation of the Detailed Investigation and Development Stage, and as such, significant review of the Memorandum is required. This agreement replaces that MoU.
- C. This agreement confirms the parties' commitment to work together to successfully deliver LGWM (subject to ongoing approval of business cases and funding for aspects of the programme as it continues to develop), and establishes the structures within which the parties will deliver to their joint objectives for the LGWM.
- D. The parties each acknowledge that their immediate priority is to progress the early improvements programme, which make up the Detailed Investigation and Development Stage, and consider the most appropriate structure to deliver the ongoing LGWM programme.

1. PURPOSE, PRINCIPLES AND OBJECTIVES

- 1.1 **Purpose:** The purpose of this agreement is to record:
 - (a) the parties' agreed objectives and commitment to the Detailed Investigation and Development Stage;
 - (b) the roles and responsibilities of the parties in relation to the Detailed Investigation and Development Stage;

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- (c) the governance arrangements for management and oversight of the Detailed Investigation and Development Stage;
 - (d) the indicative budget and how cost allocation will be agreed and paid by each of the parties for the Detailed Investigation and Development Stage; and
 - (e) the reporting obligations that the parties will have in relation to the Detailed Investigation and Development Stage.
- 1.2 **LGWM Principles and LGWM Objectives:** In performing their activities and exercising their rights under this agreement the parties agree to have regard to the LGWM Principles and aim to deliver and achieve the LGWM Objectives.
- 1.3 **Commitment to collaborative working:** In relation to this agreement and the actions anticipated under it, the parties:
- (a) will work collaboratively and co-operatively with each other in good faith and with trust and mutual respect:
 - (i) to facilitate the delivery of the Detailed Investigation and Development Stage in a manner that has regard to fulfilling the LGWM Principles and is consistent with achieving the LGWM Objectives;
 - (ii) in planning, designing, authorising, undertaking, establishing, managing, operating or otherwise performing the Detailed Investigation and Development Stage;
 - (iii) to ensure each party is aware of, and kept up-to-date with, the planning, development and delivery of each part of the Detailed Investigation and Development Stage;
 - (iv) to provide clarity and transparency when dealing with third parties by providing a single point of contact; and
 - (v) to consider, investigate and endeavour to resolve any conflicts under or in connection with this agreement (and the Detailed Investigation and Development Stage) as they arise in a manner that maintains the integrity, professionalism and statutory accountabilities of each party.
 - (b) commit to operating:
 - (i) an integrated collaborative team environment to encourage open, honest and efficient sharing of information;
 - (ii) a culture of no blame and no dispute to avoid all disputes or litigation between the parties;
 - (iii) in an open and transparent manner in relation to the Detailed Investigation and Development Stage (including actual expenditure and progress against Activity Budgets); and

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- (iv) in a cost efficient and effective manner and on a “best for programme” approach to decision making, putting the interests of the programme ahead of the party’s individual interest, acknowledging that delivery of LGWM is in the interests of all agencies;
 - (c) will perform, manage and account to each other for performance of their respective roles and responsibilities set out in this agreement;
 - (d) where this agreement does not specify the roles and responsibilities that each of the parties will have in relation to any particular works or tasks related to the Detailed Investigation and Development Stage of LGWM, the roles and responsibilities will be as set out in the LGWM Management Plan or otherwise agreed by the LGWM Board; and
 - (e) ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this agreement.
- 1.4 **No surprises:** The parties agree that a ‘no surprises’ approach will apply in the performance and delivery of their functions in relation to LGWM and the Detailed Investigation and Development Stage. In particular, this approach will include:
- (a) keeping the other Partner Organisations informed, as soon as reasonably practicable, on becoming aware of any significant developments that are inconsistent with the LGWM Principles or likely to have an effect on the achievement of the LGWM Objectives, the progress of the Detailed Investigation and Development Stage or another party’s interests in relation to the Detailed Investigation and Development Stage or LGWM generally; and
 - (b) not knowingly taking any action or exercising any rights or entitlements that a party may have at Law or under this agreement that are likely to have a significant adverse effect on the fulfilling the LGWM Principles or the achievement of the LGWM Objectives, the Detailed Investigation and Development Stage, LGWM generally, or an another parties’ interests in relation to the Detailed Investigation and Development Stage or LGWM generally, without first informing the affected party, and giving that party a reasonable opportunity to comment or take advice or action on the possible effect of that action on the other party’s or its objectives.
- 1.5 **Statutory responsibilities acknowledged:** The parties recognise that each party has particular statutory powers, function and/or regulatory roles, and is bound by particular statutory responsibilities (**Statutory Functions**). This agreement does not seek to derogate from a party’s Statutory Functions and, accordingly:
- (a) nothing in this agreement in any way influences or restricts the exercise of Statutory Functions, binds a party to make a particular decision in respect of any Statutory Function exercised by that party, or prevents a party from taking any action that if not taken, in whole or part, would or could cause that party to be in breach of its Statutory Functions; and
 - (b) if there is a conflict between an obligation under this agreement, and a party’s Statutory Function, the applicable Statutory Function prevails to the extent of the conflict.

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1.6 **Status of this agreement:** The parties agree that:

- (a) this agreement provides the relationship framework for the parties to deliver the Detailed Investigation and Development Stage in an efficient and effective manner; and
- (b) that all disputes, differences or question between the parties arising out of, or in connection with this agreement will be dealt with in accordance with clause 13 and that, other than in relation to the an obligation for a party to contribute its Funding Share or pay an amount in accordance with this agreement:
 - (i) there will be no arbitration or litigation between the parties on any such dispute, difference or question; and
 - (ii) each party waives all rights of action whether in contract, tort (including negligence), equity or otherwise, arising out of any act or omission by a party in connection with this agreement (other than acts or omissions relating to funding contribution and payment obligations as described above).

2. COMMENCEMENT AND OVERVIEW

2.1 **Term:** This agreement commences on the date on which it is signed by each party (**Commencement Date**) and, subject to clause 14, continues until the date on which the parties:

- (a) agree to terminate this agreement; or
- (b) enter into a new agreement that expressly replaces this agreement.

2.2 **Replacement of Agreement:** It the intention of the parties that this agreement end, be replaced, and/or be substantively reviewed and updated:

- (a) at the end of the Detailed Investigation and Development Stage; or
- (b) following the establishment of a new delivery vehicle for LGWM if that option is chosen by the parties.

2.3 **Limits on activities and contributions:** Notwithstanding clause 2.1, under this agreement, no party will be required to:

- (a) perform any activities or be required to contribute payment, funding or resources towards any activities that are not related to the Detailed Investigation and Development Stage or its obligations under this agreement; or
- (b) make any payment in excess of its Funding Share:
 - (i) of the then current total Detailed Investigation and Development Stage Budget; or
 - (ii) in relation to any particular activities, projects or elements of the Detailed Investigation Development Stage, a Workstream Funding Approval for that aspect, phase, project or element.

2.4 **Review of agreement and Operational Documents:** The parties agree:

- (a) that at the early stages of the complex LGWM programme there are a number of unknowns and risks that need to be identified and managed, both in relation to the Detailed Investigation and Development Stage and LGWM more broadly;
- (b) that this uncertainty means that the operation of the Project Office and the Detailed Investigation and Development Stage needs to be able to be reviewed and adapt as the Detailed Investigation and Development Stage and LGWM matures;
- (c) to review this agreement and the Operational Documents:
 - (i) on a regular basis (at least annually); and
 - (ii) as reasonably requested by a party, where that party, acting reasonably, considers that a review of this agreement and or the Operational Documents is necessary,

to ensure that this agreement and Operational Documents are in the best form to deliver the Detailed Investigation and Development Stage and the LGWM programmes more generally when the parties are looking to transition from the Detailed Investigation and Development Stage to later life cycle stages of the programme development.

3. **GOVERNANCE AND OPERATION**

3.1 **LGWM Governance Reference Group:**

- (a) The parties will establish and maintain, throughout the term of this agreement, an LGWM governance reference group (**LGWM Governance Reference Group**), consisting of two senior representatives of each party (**LGWM Governance Reference Group Members**) to:
 - (i) provide an interface between the two Councils and the Transport Agency Board on the political or senior internal governance level preferences of each of the parties and in relation to community interaction; and
 - (ii) keep the respective Councils and the Transport Agency Board (as relevant) informed of the progress, and the LGWM Board's decisions in relation to, the Detailed Investigation and Development Stage and LGWM generally.
- (b) The parties may each nominate one representative to act in an observer role in relation to the LGWM Governance Reference Group (**LGWM Governance Reference Group Observer**). The LGWM Governance Reference Group Observers will have the role and responsibilities assigned to them within the LGWM Governance Reference Group Terms of Reference.
- (c) As at the date of this Agreement, the parties' representative(s) on the LGWM Governance Reference Group and the LGWM Governance Reference Group Observer are identified in Schedule 1. Each party will be entitled to replace its LGWM Governance Reference Group Member or LGWM Governance Reference Group Observer, or nominate alternate or proxy LGWM Governance Reference Group Members or LGWM Governance Reference Group Observer, in accordance the LGWM Governance Reference Group Terms of Reference.

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- (d) The LGWM Governance Reference Group will meet no less than quarterly and will:
 - (i) operate and be conducted in accordance with; and
 - (ii) be responsible for conducting the roles and responsibilities, and will have the duties, set out in,

the LGWM Governance Reference Group Terms of Reference. The LGWM Governance Reference Group Observers must be invited to, and allowed to attend and observe, each meeting of the LGWM Governance Reference Group.
- (e) Unless otherwise agreed by the parties, the parties will procure that the LGWM Programme Director (or their delegate) will be responsible for scheduling the meetings, producing the agenda and recording the minutes of any meeting of the LGWM Governance Reference Group.

3.2 Mana Whenua Representation: The parties agree:

- (a) that the facilitation of mana whenua involvement in LGWM will be important to achieve mutually beneficial strategic and operational goals and objectives;
- (b) to collectively work together to approach mana whenua in accordance with the relevant agreements and protocols established with each party's respective mana whenua partners (or, if more than one party has agreements or protocols in place with the same mana whenua partner, the agreements and protocols that the parties agree are most appropriate for engaging with that mana whenua partner) to seek input into how mana whenua wish to be involved with LGWM and how best to implement that involvement; and
- (c) that any agreement by the parties and mana whenua on mana whenua representation within LGWM and the terms of that representation will be recorded in the appropriate Operational Documents to be amended and agreed as set out at clause 2.4.

3.3 LGWM Board:

- (a) The parties will establish and maintain, throughout the term of this agreement, an LGWM programme board to provide overall strategic direction and decision making for the Detailed Investigation and Development Stage and LGWM generally (**LGWM Board**).
- (b) The parties agree that:
 - (i) for the purposes of each LGWM Board meeting, a party's members on the LGWM Board will be (and the party will be entitled to invite) such senior representatives as that party considers appropriate in the circumstances to enable the exercise of that party's decision-making power at the meeting;
 - (ii) in addition to its representatives at each LGWM Board meeting, a party may invite such other subject matter experts to attend the meeting as considers appropriate in the circumstances in order to advise or assist the LGWM Board in making its decisions;

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- (iii) each party will notify the LGWM Programme Director, and each other party, of its proposed representatives and attendees for each LGWM Board meeting in accordance with the LGWM Board Terms of Reference; and
 - (iv) the LGWM Board will operate on the basis of equal representation and voting power for each of the parties in the LGWM Board decision making process, regardless of the number of representatives of any particular party attending any LGWM Board meeting.
- (c) The LGWM Board will meet no less than 10 times in any 12 month period and will:
- (i) operate and be conducted in accordance with; and
 - (ii) be responsible for conducting the roles and responsibilities, and will have the duties, set out in,
- the LGWM Board Terms of Reference.
- (d) Unless otherwise agreed by the parties, the parties will procure that the LGWM Programme Director (or their delegate) will be responsible for scheduling the meetings, producing the agenda and recording the minutes of any meeting of the LGWM Governance Reference Group.
- (e) The LGWM Board Terms of Reference will record that:
- (i) each of the parties will have one vote in relation to decisions to be made by the LGWM Board regardless of the number of representatives of any particular party that attend an LGWM Board meeting; and
 - (ii) all decisions made by the LGWM Board must be unanimous (that is, each party must vote in support of the decision at the relevant LGWM Board Meeting); and
- (f) If a decision from the LGWM Board requires a party's representative(s) to follow an internal decision making process or obtain internal approval (whether from another officer or employee of the party's organisation, or its Board or Council) the representatives of the party will follow the required processes to seek the internal determination or decision and report that decision back to the LGWM Board.
- (g) In addition to the meetings of the LGWM Board, an appropriate senior representative of each party (as notified by a party to the LGWM Programme Director and the other parties from time to time) will meet with the LGWM Programme Director on a weekly basis (or such other basis as agreed by the parties) to provide a steering group for activities relating to the Detailed Investigation and Development Stage and LGWM generally with a view to enabling the efficient and effective operation of LGWM and interface between each of the parties' respective governance bodies.

3.4 LGWM Programme Director:

- (a) The LGWM Programme Director is the person nominated in Schedule 1. The LGWM Board may remove or replace the LGWM Programme Director from that role under this agreement

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at any time and/or may appoint a person to act as the LGWM Programme Director on an interim basis during any period in which the LGWM Programme Director is unavailable.

- (b) The LGWM Programme Director (or any interim appointee) will report to the LGWM Board and attend LGWM Board meetings as required by the LGWM Board, but will have no voting rights.
- (c) The parties agree to ensure that the LGWM Programme Director:
 - (i) will be responsible to the LGWM Board and carry out the duties set out in the LGWM Management Plan as directed by, and in accordance with the instructions of, the LGWM Board;
 - (ii) must act in accordance with the prescribed financial and other limits and instructions advised by LGWM Board or set out in the LGWM Management Plan (items or decisions outside those limits must be referred to the LGWM Board for a decision).

3.5 Owner Interface Managers (OIMs):

- (a) Each party will appoint and maintain, throughout the term of this Agreement, at least one owner interface manager (**OIM**) to support to the LGWM Programme Director and the success of the Detailed Investigation and Development Stage and LGWM generally by:
 - (i) liaising and coordinating the provision of resources by their respective appointing party;
 - (ii) providing an ongoing line of reporting and communication to relevant governance bodies within their respective appointing party (including, in the case of WCC and GWRC, their Councils and in the case of the Transport Agency, the Board) to assist in the efficient operation of internal governance bodies in respect of decisions related to LGWM; and
 - (iii) performing the other roles and responsibilities specified in the LGWM Management Plan.
- (b) As at the date of this Agreement, the parties' OIMs are identified in Schedule 1. A party may replace its OIM, with a suitably experienced and qualified replacement, by notice in writing to the other parties.
- (c) The OIMs will meet on at least a weekly basis to progress the Detailed Investigation and Development Stage, discuss resource provision from the parties, upcoming activities and recommendations to the LGWM Programme Director and/or the LGWM Board in relation to the operation of the Detailed Investigation and Development Stage.

3.6 Development of operational documents:

- (a) Within 60 Business Days of the Commencement Date (or such longer period agreed by the LGWM Board), following LGWM Board endorsement, the parties will seek to agree, in accordance with each parties' internal decision making requirements, the:

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- (i) LGWM Governance Reference Group Terms of Reference;
 - (ii) LGWM Board Terms of Reference;
 - (iii) LGWM Management Plan;
 - (iv) Procurement Strategy; and
- (each an **Operational Document**).

- (b) Once agreed by the parties, an Operational Document may be amended from time to time by approval of the LGWM Board in consultation with the LGWM Governance Reference Group.
- (c) Pending agreement of the Operational Documents, the parties will continue to support, operate and provide resources to the Detailed Investigation and Development Stage in the same manner as they have prior to the Commencement Date.

3.7 Resourcing:

- (a) Each party will provide the Resources in accordance with the Procurement Strategy (subject to any delays or issues in providing a Resource outside of the relevant party's control, including where no suitable or appropriate candidates apply for a position required in the Procurement Strategy). The Resources specified in the Procurement Strategy will comprise the "**Project Office**".
- (b) Each party will ensure that the personnel provided by it as part of the Project Office perform the relevant roles and responsibilities set out in, and comply with, the LGWM Management Plan.

3.8 Probity Advisors:

- (a) The parties will appoint such independent professional probity advisors as the parties agree may be required to assist with the ongoing work associated Detailed Investigation and Development Stage including, without limitation, the development of the Probity Framework.
- (b) The costs associated with engaging the probity advisor (and the provision of the probity advisor's services) will be at a "cross programme cost" and allocated between the parties in accordance with Funding Principles to be taken into account in payment of each party's Funding Share under this agreement.

4. ACTIVITIES AND SERVICE PROCUREMENT PROCESS

4.1 Unless otherwise agreed by the LGWM Board:

- (a) WCC will be the procuring party and the Principal in relation to any goods or services from a third party supplier, the employment or allocation of Resources in accordance with the Procurement Strategy, and the general operation of activities relating to the City Streets Project; and
- (b) the Transport Agency will be the procuring party and the Principal in relation to any goods or services from a third party supplier, the employment or allocation of Resources in

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accordance with the Procurement Strategy, and the general operation of activities for all aspects of the Detailed Investigation and Development Stage other than the City Streets Project.

- 4.2 A Principal (whether separately, through its appropriately authorised representatives in the Project Office, or with other assistance from the Project Office) will:
- (a) procure third party goods or services, goods and services from each party, and allocate Resources or Project Office effort in relation to the Activities for which it is a Principal in accordance with the relevant Workstream Funding Approval, Procurement Strategy and Activity Budget; and
 - (b) where required by the LGWM Management Plan or the Procurement Strategy, notify the LGWM Board of the proposed Activity, including where:
 - (i) the value of the relevant Activity (including both the cost of goods and services and value of any effort allocations) or any individual procurement or allocation is over the relevant thresholds specified in the Procurement Strategy; or
 - (ii) any proposed Activity is not contemplated by the Procurement Strategy; or
 - (iii) no Activity Budget has been agreed for the proposed Activity and the total value of the procurements and allocations for the Activity is over the relevant threshold specified in the Procurement Strategy,

and provide any further details and information reasonably required for the LGWM Board to be able to make the decisions described in clause 4.3 below.

- 4.3 After receiving a notice under clause 4.2(b), the LGWM Board will determine:
- (a) whether a procurement approval memorandum is required to be completed by the proposed Principal and provided to all parties to this agreement in relation to a proposed procurement;
 - (b) the appropriate Activity Budget (if no budget is included in the Project Strategy) for the proposed procurement or allocation or any adjustments to the Activity Budget (the parties acknowledge that each party may also be required to follow its own relevant internal budgetary approvals prior to the LGWM Board approving the Activity Budget and any amendment to, or new, Activity Budget that would result in a change to the relevant Workstream Funding Approval which the proposed procurement or allocation forms part, will be addressed in accordance with the Budget Management Process);
 - (c) whether there are any specific contractual clauses that will need to be included in the relevant Project Contract (e.g. in relation to the ownership of assets or deliverables, a clause relating to privity, and/or a clause that will allow the Project Contract to be assigned, transferred or novated in the event that the Principal terminates its participation in this Agreement); and
 - (d) the appropriate party to own any assets resulting from the Activity (and any terms relating to the vesting of those assets).

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- 4.4 If the LGWM Board determines that a procurement approval memorandum is required in accordance with 4.3 above, then
- (a) the Principal must complete the procurement approval memorandum and distribute a copy of the procurement approval memorandum to all other parties to this agreement;
 - (b) each of other parties will review the procurement approval memorandum and promptly notify the Principal whether it approves the scope of the procurement as detailed in the memorandum or not; and
 - (c) the Principal must not progress the proposed procurement unless and until it has received the approval from each of the other parties under clause 4.4(b) above.

Any party may seek to resolve any issue or rejection of a procurement approval memorandum in accordance with clause 13.

- 4.5 Subject to the restriction on proceeding with a proposed procurement set out in clause 4.3, a Principal must:
- (a) follow the procurement procedures as set out in the Procurement Strategy in carrying out the procurement, negotiating and entering into any Project Contract;
 - (b) comply with any other requirements set out in the LGWM Management Plan for procurement, including requirements relating to confidentiality, conflicts of interest, scope, evaluation process and approvals;
 - (c) not enter into a Project Contract or acquire goods or services from a party or allocate Project Office effort to an Activity where the a total cost (or total estimated cost) of the goods, services and allocation is greater than the value allocated to the services, goods or effort allocation in the latest Activity Budget approved by the LGWM Board (which may be set out in the Procurement Strategy);
 - (d) unless otherwise agreed by the LGWM Board, not enter into a Project Contract with any commitment that extends beyond the funding period committed to by the parties in the latest Activity Budget approved by the LGWM Board or in the relevant Workstream Funding Approval;
 - (e) take into account and use its best endeavours to comply with any direction by the LGWM Board under clause 4.3(c) to include specific contractual clauses in the Project Contract; and
 - (f) if a Project Contract relates to the development or management of assets of deliverables that the LGWM Board agrees will be owned by another party, provide that other party with progress updates, and asset condition and development information as reasonably requested by the owning party from time to time.

5. CONTRACT MANAGEMENT

- 5.1 **Discretion of Principal:** Subject to clauses 5.2 and 11, each Principal may exercise any rights and obligations it may have under a Project Contract without consulting any other party or the LGWM Board.

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5.2 **Exceptions:** Notwithstanding clause 5.1, unless otherwise permitted under the LGWM Management Plan, a Principal may not exercise any rights or obligations under a Project Contract in relation to the following matters without the prior approval of the LGWM Board:

- (a) any variation to, or extension of, the Project Contract;
- (b) termination of the Project Contract;
- (c) any change in the scope or nature of the services or deliverables being provided under the Project Contract;
- (d) settlement or litigation of any disputes under the Project Contract;
- (e) any waiver of a material right or claim under the Project Contract;
- (f) the exercise of a right to require certain personnel to serve as Key Personnel, or to remove any Key Personnel or subcontractors under the Project Contract; and
- (g) the exercise of a right to approve or require the removal of specific subcontractors under the Project Contract.

6. REPORTING

6.1 **Project Office reports:** The parties will ensure that the LGWM Programme Director (or their delegate, including delegates in the Project Office) will provide the LGWM Board the following reports at a summary level, and each of the OIMs with the following reports at a detailed level:

- (a) a monthly progress report setting out:
 - (i) in relation to the Detailed Investigation and Development Stage as a whole, all expenditure incurred in implementing the Detailed Investigation and Development Stage, including the expenditure incurred in the prior month, the total expenditure incurred on the Detailed Investigation and Development Stage to date, and the actual expenditure in comparison to the Detailed Investigation and Development Stage Budget;
 - (ii) in relation to each Workstream Funding Approval or each set of related Workstream Funding Approvals (as identified in the relevant Workstream Funding Approvals), all expenditure incurred in implementing activities, projects or elements forming part of the Workstream Funding Approval(s), including the expenditure incurred in the prior month, the total expenditure incurred in relation to the Workstream Funding Approval(s), and the actual expenditure in comparison to the relevant forecasts for expenditure of the Workstream Funding Approval(s);
 - (iii) confirmation from the LGWM Programme Director (or his or her delegate) that all expenditure incurred in the prior month relates to the Detailed Investigation and Development Stage and has been incurred generally in accordance with the Detailed Investigation and Development Stage Budget (and any evidence reasonably requested by the LGWM Board to support that confirmation);

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- (iv) any key risks to the Detailed Investigation and Development Stage or LGWM;
 - (v) progress against key milestones and deliverables agreed by the parties; and
 - (vi) any other details required to be included by the LGWM Management Plan or by the LGWM Board; and
- (b) any additional reports the LGWM Board or parties reasonably request.
- 6.2 **Information provision:** Each party will make information reasonably requested by the LGWM Programme Director available to them to enable the LGWM Programme Director to comply with the reporting obligations under this clause 6.1 (including information relating to Activity Forecasts and actual expenditure against projects or workstreams for which a party is the Principal).
- 6.3 **Other reports:** Each party will be responsible for undertaking its own:
- (a) internal reporting; and
 - (b) financial and statutory planning, including ensuring appropriate provision for the requisite funding is made in the relevant Long Term and Annual Plans, Regional Land Transport Plans and National Land Transport Programme(s).

7. FUNDING SHARES

- 7.1 **Funding Shares:** Unless otherwise agreed in writing by the parties, each of the parties will contribute and account for their respective shares of the Detailed Investigation and Development Stage Budget (in each case "**Funding Shares**") in accordance with the Funding Principles, Schedule 5, clause 7.2 and clause 8.
- 7.2 Unless otherwise agreed by the parties, in the event of any unexpected cost, loss or liability, including for example a legal challenge, cost overrun or other externally initiated event relating to the Detailed Investigation and Development Stage, the cost, loss or liability will be shared between the parties at the proportion of the Funding Share and otherwise in accordance with the Funding Principles.

8. BUDGET MANAGEMENT AND INVOICING

- 8.1 **Budget Management:**
- (a) Any new Workstream Funding Approvals, or any change to an existing Workstream Funding Approval or the Detailed Investigation and Development Stage Budget will be addressed by the parties in accordance with Budget Management Process.
 - (b) No party will be required to contribute any money under this agreement above its Funding Share of each approved Workstream Funding Approval that forms part of the then current Detailed Investigation and Development Stage Budget.

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- 8.2 **Forecasting:** The Principal for a project or work stream will:
- (a) throughout the lifecycle of each Activity, maintain an up-to-date forecast of expenditure and effort for each Activity (including third party costs and expenses, cost allocation for Project Office resources to be used, and the cost of any additional or special services to be acquired from a party for that Activity) to a level of detail that would be reasonably expected based on the nature and scope of the relevant Activity and that otherwise complies with the requirements of the LGWM Management Plan (**Activity Forecast**); and
 - (b) make each Activity Forecast available to each other party on request (or in such other manner as agreed by the parties from time to time).
- 8.3 **Payment of Detailed Investigation and Development Stage expenditure:** The relevant Principal will, subject to any relevant procedures set out in the LGWM Management Plan, pay all undisputed third party costs incurred and invoiced under any Project Contract in accordance with the terms of the relevant Project Contract, on receipt of fully itemised invoices from the relevant service provider in accordance with the terms of the relevant Project Contract.
- 8.4 **Invoicing of Funding Shares:** Unless otherwise agreed in relation to a project or workstream, the relevant Principal will invoice the other parties for each of its projects or workstreams quarterly in advance for the monies the other parties are liable for in relation to that project or workstream based on the current Activity Forecast for the upcoming quarter for that project or workstream:
- (a) in accordance with the applicable Funding Shares of each respective party; and
 - (b) taking into account:
 - (i) each party's contribution of Project Office resources, additional services provided by non-Project Office from the party, third party service provider costs, and other relevant costs or factors (including any apportionment methodology agreed by the parties), in each case, related or connected to the project to the relevant project or workstream; and
 - (ii) any wash-up necessary to account for any difference between the actual expenditure for a project or workstream in the immediately preceding quarter against the funding paid by each party in the invoice relating to that quarter.

The first such invoice and contribution will be payable within 30 Business Days of the Commencement Date unless otherwise agreed by the parties.

- 8.5 **Payment of Funding Shares:** Subject to clause 8.4 in relation to the first invoice and contribution under this agreement, upon receipt of an itemised invoice from a Principal, each party will pay its share of the invoiced amount (determined in accordance with the Funding Shares and clause 8.4) by the 20th day of the month following the month of receipt of the invoice.

9. CONFIDENTIALITY

- 9.1 **Non-disclosure:** Except as permitted by this clause 9, each party will keep each other parties' Confidential Information confidential and will not disclose such Confidential Information to any

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person or use such Confidential Information for any purpose other than the purpose of this agreement.

9.2 **Exceptions:** Notwithstanding clause 9.1, a party may disclose any Confidential Information:

- (a) to its professional advisers, auditors or bankers on a need to know basis;
- (b) if and to the extent disclosure is required by Law, provided that party gives the other party notice of the requirement as soon as practicable before such disclosure is made; or
- (c) if and to the extent the information is obtained or developed independently of the information disclosed by the disclosing party.

9.3 **Official Information:** The parties agree that, for the purposes of requests under the Official Information Act 1982 (**OIA**) or the Local Government Official Information and Meetings Act 1987 (**LGOIMA**) relating to the Detailed Investigation and Development Stage and LGWM generally (**LGWM Information Requests**), the Transport Agency is likely to be the agency holding the information or that the request is likely to be more closely connected with the Transport Agency's functions. Accordingly:

- (a) WCC and GWRC will each, where permitted under LGOIMA, transfer any LGWM Information Request received by them and comply with their obligations under LGOIMA in relation to that transfer; and
- (b) the Transport Agency will process and respond to LGWM Information Requests that it has received under OIA (either directly or that have been transferred to it by another party) and:
 - (i) it may be required under the OIA to release information received from GWRC and WCC, even if it is regarded as confidential, but that before releasing any information that GWRC or WCC has identified as Confidential Information, the Transport Agency will consult them and have due regard to their views; and
 - (ii) the other parties will provide the Transport Agency with such assistance as reasonably requested by the Transport Agency to assist in responding to any such requests.

The effort and resources used in processing and responding to LGWM Information Requests will be allocated towards and count towards the Transport Agency's Funding Share and its contribution to the Detailed Investigation and Development Stage Budget.

- (c) If WCC or GWRC is not permitted to transfer an LGWM Information Request as contemplated by this clause 9.3, the parties acknowledge that they may be required under LGOIMA to release information received from the other parties even if it is regarded as confidential. Before releasing any information that another party has identified as Confidential Information, GWRC and/or WCC will consult the other party or parties and have due regard to their views.

10. STAKEHOLDER ENGAGEMENT AND PUBLIC STATEMENTS

10.1 Regular and consistent communication with key stakeholders and the public generally is vital to the success of the Detailed Investigation and Development Stage and LGWM generally.

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- 10.2 The parties will:
- (a) develop a comprehensive stakeholder engagement and communications plan to be incorporated into the LGWM Management Plan in accordance with clause 2.4, which will ensure that key stakeholders and concerned parties are kept informed throughout the delivery of the Detailed Investigation and Development Stage and LGWM generally; and
 - (b) act consistently with the communications requirements contained in the LGWM Management Plan.
- 10.3 No party (or their respective representatives) will make any public statement or other comment about:
- (a) the progress or performance of the Detailed Investigation and Development Stage or LGWM (or any aspect of them), or purport to make any public statement or other comment on behalf of the LGWM programme, other than in accordance with the stakeholder engagement and communications plan incorporated into LGWM Management Plan; or
 - (b) any other party's involvement or performance in the Detailed Investigation and Development Stage or LGWM (or from which information about any other party's involvement or performance could be inferred), without first consulting with and obtaining the prior approval of other directly affected parties as to the form and content (such approval not to be unreasonably withheld or delayed) provided that, subject to clause 10.3(a), each party will be free to comment on its own arrangements so long as it does not refer to any potential role or involvement of another party in any particular LGWM activities.

11. INTELLECTUAL PROPERTY

- 11.1 **Background IP:** Nothing in or done in connection with this Agreement will affect the ownership of any Background IP.
- 11.2 **Developed IP:** Except as otherwise agreed by the parties, as between the parties, each party will be entitled to all present and future intellectual property rights arising on the creation of any Developed Works by or on behalf of the party.
- 11.3 **Licence for other parties:** Except as agreed otherwise, each party (**First Party**) grants to each of the other parties a non-exclusive, non-transferable, fully paid-up licence to use, copy, modify and adapt any Works (including Developed Works) provided or made available by the First Party to either of the other parties under or in connection with the Detailed Investigation and Development Stage or this agreement, solely for the purposes of performing their obligations or exercising their rights under this agreement, or to inform their decision-making or support functions in relation to LGWM.

12. DISPUTE RESOLUTION FOR PROJECT CONTRACTS

12.1 **Process for disputes:** Should a dispute arise under a Project Contract, each party to this agreement acknowledges and agrees that:

- (a) the Principal will, subject to gaining the prior written approval of the LGWM Programme Director or LGWM Board as required by the LGWM Management Plan (provided that, in the case of issuing or responding to litigation proceedings LGWM Board approval must always be obtained), initiate or respond to the formal dispute resolution process set out in the relevant Project Contract on behalf of the Responsible Party and any other parties to the Project Contract (if applicable);
- (b) each party agrees that all claims the Principal may have against the relevant service provider under the Project Contract (**Counterparty**) will be notified to the Principal and managed by the Principal, notwithstanding if any of the other party has a legal right to enforce any underlying action;
- (c) each other party will provide all reasonable assistance to the Principal in respect of any dispute or claim made by the Principal under the Project Contract; and
- (d) the Principal shall not settle or begin any litigation proceedings without first obtaining the consent of all other parties to this agreement that would be affected by such settlement or litigation (such consent not to be unreasonably withheld or delayed).

12.2 Any amount recovered by the Principal from the Counterparty as damages or settlement of a dispute shall be apportioned to the parties as agreed in writing between the parties at the time of receipt of such damages or settlement in accordance with clause 7.2.

13. DISPUTE RESOLUTION UNDER THIS AGREEMENT

13.1 **Continued performance:** In the event of any dispute, difference or question arising out of, or in connection with, this agreement (**Dispute**) each party must:

- (a) use its best efforts to resolve the Dispute through good faith negotiations and informal dispute resolution techniques;
- (b) comply with these clauses 13.2 to 13.4 (inclusive), as applicable; and
- (c) continue to perform its obligations under this agreement and any Project Contract(s) as far as possible as if the Dispute had not arisen, pending final settlement of the Dispute.

13.2 **Escalation:** Each party will advise its Contact Person of a Dispute on the day that the Dispute arises. The Contact Persons will use their best efforts to resolve the Dispute in accordance with clause 13.1. If the Dispute is not resolved:

- (a) within 10 Business Days, any party may escalate the Dispute to the parties General Managers for resolution; and
- (b) within a further 10 Business Days of escalation under clause 13.2(a), the Dispute will be escalated to the parties Chief Executives for resolution.

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13.3 **Expert Determination:** If the Dispute is not resolved under subclause 13.2(b) then the parties may agree in writing to refer the Dispute to expert determination. If the Dispute is referred to an expert for determination:

- (a) the expert will be appointed by agreement between the parties or, failing agreement, within five Business Days following the date of escalation to the persons described at clause 13.2(b), by the President of the New Zealand Law Society (or his or her nominee) who will be requested to appoint an expert who is suitably qualified and experienced in relation to the subject matter of the Dispute;
- (b) the expert will act as an expert and not as an arbitrator, and referral of the Dispute to the expert will not be a submission to arbitration for the purposes of the Arbitration Act 1996 and the provisions of that Act will not govern that referral;
- (c) within 10 Business Days of the expert accepting the appointment, the parties will send written submissions on the Dispute to the expert and to each other party and, within five Business Days of receiving the other parties' submissions, will submit any written replies they wish to make to the expert and to each other party;
- (d) the parties will give the expert all necessary assistance that the expert reasonably requires to determine the Dispute;
- (e) the expert will, unless the parties otherwise agree, be directed to deliver a written determination to the parties within 15 Business Days of having received the parties' initial written submissions under subclause (c);
- (f) the expert will have the power to compel any party to produce any information material to the Dispute which that party has in its possession and which that party could be required to produce on discovery in a court proceeding to the expert and to the other parties;
- (g) the expert's decision will be final and binding and, to the extent it is lawful to do so, the parties waive any right of appeal or review; and
- (h) the expert will determine the proportion of the expert's fees that each party will be required to pay, having regard to (amongst other things) the conduct of the parties.

13.4 **Mediation:** If:

- (a) the Dispute is not resolved under clause 13.2; and
- (b) the parties have not otherwise agreed to refer the Dispute to expert determination,

then either party may refer the Dispute to mediation by notice to the other party, or the parties may otherwise agree in writing to refer the Dispute to mediation. The mediation will be conducted by a single mediator, in accordance with the terms of the Resolution Institute Standard Mediation Agreement and at a fee to be agreed by the parties. If the parties fail to agree on the identity of the mediator and/or the mediator's fee within five Business Days of referral of the Dispute to mediation, the mediator will be chosen, and the mediator's fee determined by, the chairperson for the time being of the Resolution Institute (or his or her nominee).

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13.5 **Injunction:** Nothing in this clause 13 will preclude either party from taking immediate steps to seek urgent relief before a New Zealand Court.

14. TERMINATION

14.1 **Withdrawal from participation:** Any party may terminate their participation in this agreement at any time by giving at least 3 months' prior written notice to the other parties.

14.2 **Consent to withdraw required:** A part seeking to terminate its participation under this agreement must obtain consent from:

- (a) in the case of the Transport Agency, the Transport Agency's Board; and
- (b) in the case of the WCC and GWRC, the consent of their respective Council.

14.3 **Effect of withdrawal or termination:**

- (a) Any termination of a party's participation in this agreement made in accordance with clause 14.1 will not affect the rights or obligations of any other parties under this agreement.
- (b) If a party (**terminating party**) terminates its participation in this Agreement in accordance with clause 14.1, the parties (including the terminating party) will promptly meet to discuss and agree (without prejudice to the terminating party's obligations under clause 14.4):
 - (i) whether it is feasible to continue any or all aspects of the Detailed Investigation and Development Stage, or LGWM more generally in the absence of the terminating party; and
 - (ii) any processes or procedures for the seamless transition of the terminating party's responsibilities in relation to the Detailed Investigation and Development Stage to another nominated party (including the novation of any Project Contents for which the terminating party is the Principal).

14.4 **Ongoing liability of terminating party:** Unless otherwise agreed by the parties, the terminating party will be liable to cover:

- (a) on an ongoing basis, its Funding Share and contribution of other monies (calculated in accordance with clauses 7 and 8) for any costs, expenses, claims, liabilities, losses or damages incurred under or in relation to any Project Contracts in force at the date of the terminating party's withdrawal for the period from the date of the terminating party's withdrawal until completion, expiry or termination;
- (b) the full amount of any costs, claims, liabilities, losses or damages incurred by the other parties in relation to this agreement or under any Project Contract arising from the terminating party's withdrawal, including:
 - (i) any costs relating to or arising from the termination or assignment of any Project Contracts where the terminating party is the Principal;

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- (ii) any costs reasonably incurred by the other parties in making alternative arrangements to ensure continued performance of the roles and responsibilities previously assigned to the terminating party under this Agreement;
- (iii) any other amounts due to be paid prior to the date of the termination in accordance with this agreement;
- (iv) any additional costs reasonably required to ensure sufficient resourcing of the Project Office following the terminating party's withdrawal;
- (v) any reasonable costs relating to any required variations of a Project Contract as a result of the terminating party's withdrawal; and
- (vi) any other costs incurred by the other parties that the LGWM Board reasonably determines are directly attributable to the withdrawal of the terminating party.

15. CONTACT PERSONS

- 15.1 The parties have each appointed a Contact Person who is the first point of contact for the other parties. Each party's Contact Person as at the Commencement Date is set out in Schedule 1.
- 15.2 Each party agrees that the nominated Contact Persons will keep themselves well informed of the Project, and have a sufficient level of authority to represent their party's view to the other Contact Persons.
- 15.3 The parties may change their Contact Person or the contact details of the Contact Person at any time by written notice to the other parties.

16. NOTICES

- 16.1 **Notices:** Each notice or other communication given under this agreement (each a **notice**) will be in writing and delivered personally or sent by post or email to the address of the relevant party's Contact Person set out in clause 14.4(b)(i) or to any other address from time to time designated for that party by at least five Business Days' prior notice to the other parties.
- 16.2 **Receipt:** A notice under this agreement is deemed to be received if:
- (a) **Delivery:** delivered personally, when delivered;
 - (b) **Post:** posted, three Business Days after posting or, in the case of international post, seven Business Days after posting; and
 - (c) **Email:** sent by email, at the time the email enters the recipient's designated information system,

provided that any notice deemed received after 5 pm or on a non-Business Day will be deemed to have been received on the next Business Day.

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17. GENERAL

- 17.1 **Amendments:** No amendment to this agreement will be effective unless it is in writing and signed by all of the parties.
- 17.2 **Assignment:** No party may assign or transfer any of its rights or obligations under this agreement without the prior written consent of the other parties, such consent not to be unreasonably withheld.
- 17.3 **Costs:**
- (a) The parties will each bear their own costs and expenses incurred in the negotiation, preparation and implementation of this agreement.
 - (b) A party who has an obligation to do anything under this agreement will perform that obligation at its own cost, unless expressly stated otherwise in this agreement.
- 17.4 **Further assurances:** Each party will, at its own expense, promptly sign and deliver any documents, and do all things, which are reasonably required to give full effect to the provisions of this agreement.
- 17.5 **No agency:** No party will have authority to act for or incur any obligation on behalf of another party, except as expressly provided for in this agreement.
- 17.6 **Privity:** A person who is not a party shall not have any rights under or in connection with this agreement by virtue of subpart 1 of part 2 of the Contract and Commercial Law Act 2017.
- 17.7 **Remedies cumulative:** The rights and remedies provided in this agreement are cumulative and not exclusive of any rights or remedies provided by this agreement or Law.
- 17.8 **Severance:** If any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect, that provision shall be read down to the extent necessary to make it legal, valid and enforceable or, if it cannot be read down, deemed severed from this agreement. Such change will not affect the legality, validity and enforceability of the other provisions of this agreement.
- 17.9 **Survival:** Following termination or expiry of this agreement, clauses 7 (Funding Shares), 9 (Confidentiality), 13 (Dispute resolution under this agreement), 14.3 (Effect of termination) 14.4 (Ongoing liability of a terminating party) and 17 (General), as well as any provisions that are by their nature intended to survive, will remain in effect.
- 17.10 **Waiver:** No waiver of a right or remedy under this agreement or at Law (a **right**) will be effective unless the waiver is in writing and signed by that party. No delay or omission by a party to exercise any right will constitute a waiver of that right. Any waiver of a right will not constitute a waiver of any subsequent or continuing right. No single or partial exercise of a right shall restrict the further exercise of that or any other right.
- 17.11 **Governing Law and jurisdiction:** This agreement is governed by New Zealand Law. Subject to clause 13, the parties irrevocably submit to the non-exclusive jurisdiction of the New Zealand courts in any proceedings relating to it.

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17.12 **Counterparts:** This agreement may be executed in any number of counterparts (including facsimile or scanned PDF counterpart), each of which will be deemed an original, but all of which together will constitute the same instrument. No counterpart will be effective until each party has executed at least one counterpart.

**SIGNED for
WELLINGTON REGIONAL COUNCIL**
by its authorised signatory

[Redacted signature block]

in the presence of:

Signature: [Redacted]
Name: [Redacted]
Occupation: [Redacted]
Address: [Redacted]
Date: 31.01.20

**SIGNED for
WELLINGTON CITY COUNCIL**
by its authorised signatory

in the presence of:

Signature:
Name:
Occupation:
Address:
Date:

**SIGNED for
NEW ZEALAND TRANSPORT AGENCY**
by its authorised signatory

in the presence of:

Signature:
Name:
Occupation:
Address:
Date:

SCHEDULE 1 – DEFINITIONS AND INTERPRETATION

1. DEFINITIONS:

In this agreement the following terms shall have the meaning given to them unless the context requires otherwise:

Activity means programmes of work, activities and tasks forming part of, or necessary to deliver, the Detailed Investigation and Development Stage.

Activity Budget means the overall budget for any Activities undertaken by a Principal (including third party costs, cost of specialist services provided by a party and other Resource allocation by the parties) as agreed by the parties in accordance with the Procurement Strategy or determined in accordance with clause 4.3(b).

Activity Forecast has the meaning given to that term in clause 8.2(a).

Background IP means any intellectual property rights that arise, or have arisen, independently of the activities of any of the parties, its contractors and personnel in connection with this agreement.

Budget Management Process means the process set out in section 1 of Schedule 5.

Business Day means a day that is not a Saturday, a Sunday or a public holiday in Wellington, New Zealand.

City Streets Project means the programme of works and activities described in section 2.4 of Schedule 4.

Commencement Date has the meaning given to that term in clause 2.1.

Confidential Information means information disclosed to a party by another party, either under this agreement or under any Project Contract, that is marked as confidential or which might reasonably be expected to be confidential in nature. The terms of this agreement will be the Confidential Information of each party.

Contact Person means the person nominated by each party to serve as the first point of contact in relation to this agreement, as specified in Schedule 2.

Detailed Investigation and Development Stage means the LGWM projects and/or sub-projects and associated activities and tasks forming part of LGWM and that are itemised or described in an approved Workstream Funding Approval.

Detailed Investigation and Development Stage Budget means the overall budget for this stage being the combination of the Workstream Funding Approvals.

Developed Works means any Works created by a party, its contractors or personnel in connection with this agreement, including where those Works are an adaptation or derivative of, or a modification or enhancement to, other Works.

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Funding Principles means the principles in relation to contribution of the parties to the Detailed Investigation and Development Stage Budget set out in section 2 of Schedule 5 (as may be amended or supplemented in relation to a particular Workstream Funding Approval in the Workstream Funding Approval.

Funding Share, in respect of a party to this agreement, has the meaning given to that term in clause 7.1.

Key Personnel means any specific personnel of a third party that are required to provide certain services or deliverables under a Project Contract due to being identified as "key personnel", "specified personnel" or similar in the relevant Project Contract.

Law includes any rules of common law, statute, regulation, bylaw or other secondary legislation in force from time to time.

LGOIMA has the meaning given to that term in clause 9.3(a).

LGWM means the overarching Let's Get Wellington Moving programme as described in Schedule 4 (of which the Detailed Investigation and Development Stage is a subset of activities, projects and workstreams).

LGWM Board has the meaning given to that term in clause 3.3(a).

LGWM Board Terms of Reference means the terms of reference for membership, operation and decision making of the LGWM Board, as may be amended from time to time in accordance with clause 3.6(a).

LGWM Governance Reference Group has the meaning given to that term in clause 3.1(a).

LGWM Governance Reference Group Members has the meaning given to that term in clause 3.1(a).

LGWM Governance Reference Group Observer has the meaning given to that term in clause 3.1(b).

LGWM Governance Reference Group Terms of Reference means the terms of reference for membership, operation and decision making of the LGWM Board, as may be amended from time to time in accordance with clause 3.6(b).

LGWM Management Plan means a document that sets out:

- (a) systems, processes, procedures and delegations that are to be used to deliver the Detailed Investigation and Development Phase;
- (b) the roles and responsibilities of the LGWM Programme Director, OIMs and the other members of the Project Office;
- (c) how the LGWM Programme Director, OIMs and other members of the Project Office are required to work and report to the parties, the LGWM Board and the LGWM Governance Reference Group; and

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- (d) how the LGWM Board are required to interact and interface with the LGWM Governance Reference Group; and
- (e) the parties' strategies, procedures, communications protocols, timetable and other communication and engagement related information as necessary to keep key stakeholders and concerned parties informed,

as that document may be amended from time to time in accordance with clause 3.6(b).

LGWM Objectives means the objectives set out in section 3 of Schedule 3.

LGWM Principles means the principles set out sections 1 and 2 of Schedule 3.

LGWM Programme Director means the person identified in Schedule 2 (who may be replaced or substituted by the LGWM Board from time to time in accordance with clause 3.4(a)), who is responsible for performing the functions and responsibilities for that role set out in the LGWM Management Plan.

LGWM Information Requests has the meaning given to that term in clause 9.3(a).

OIA has the meaning given to that term in clause 9.3(a).

OIM has the meaning given to that term in clause 3.5.

Operational Documents has the meaning given to that term in clause 3.6(a).

Principal means, in relation to a proposed procurement, project or workstream, or Project Contract, the party that has or proposes to operate that proposed procurement, project or workstream, or has entered or proposes to enter into the Project Contract, on behalf of one or more of the other parties.

Procurement Strategy means the overarching plan for the Detailed Investigation and Development Stage prepared in accordance with the Transport Agency's checklist and Procurement Manual setting out how the parties will undertake all aspects associated with any procurement activity, including developing and implementing a Probity Framework, compliance with all relevant procurement procedures and manuals (including compliance with the Transport Agency's Procurement Manual where appropriate), setting Activity Budgets, and providing for Resource allocation, asset ownership or asset transfers, as amended from time to time in accordance with clause 3.6(a).

Probity Framework means an overarching framework to manage all probity issues associated with LGWM.

Project Contract means any contract entered into by one or more of the parties in relation to a Project, either on its own behalf or on behalf of one or more of the other parties as Principal.

Project Office has the meaning given to that term in clause 3.7.

Resource means the personnel, systems, hardware, equipment, materials and other resources (including premises) that are to be obtained and/or made available by a party for the purposes of the Detailed Investigation and Development Stage as agreed in the Procurement Strategy.

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Works means documents, plans, drawings, diagrams, designs, circuit layouts, tools, sound recordings, video recordings, photographs, artistic works, source code, object code, databases, tables, compilations, inventions, discoveries and/or trade secrets.

Workstream means either the Indicative Business Case work stream or the Early Delivery business case workstream as context requires.

Workstream Funding Approvals means the approvals and accompanying approved funding allocations, set out in Appendix 2 to Schedule 5 and as updated or added to from time to time in accordance with section 1 of Schedule 5.

2. INTERPRETATION

In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) "including" and similar words do not imply any limitation;
- (b) references to any form of law is to New Zealand law, including as amended or re-enacted;
- (c) references to a party or a person includes any form of entity and their respective successors, assigns and representatives;
- (d) except as provided in this agreement every right, power and remedy of a party remains unrestricted and may be exercised without prejudice to each other at any time;
- (e) singular includes plural and vice versa;
- (f) New Zealand time and dates apply;
- (g) any word or expression related to or derived from a definition in this agreement has a meaning corresponding or construed to the definition;
- (h) references to sections, clauses, schedules, annexes or other identifiers are to those in this agreement;
- (i) references to a document or agreement (other than a plan or other document created as part of a statutory process) includes it as varied, novated or replaced; and
- (j) each schedule and any other attachment is part of this agreement.

SCHEDULE 2 – AGREEMENT DETAILS

PART 1 – AGREEMENT DETAILS

1. LGWM GOVERNANCE REFERENCE GROUP

1.1 LGWM Governance Reference Group Members

NZTA

Name	Mark Ratcliffe
Contact Details	C/o Transport Agency
Street Address	50 Victoria Street Wellington 6011
Postal Address	Private Bag 6695 Marion Square Wellington 6141
	Ph: [REDACTED]
	email: [REDACTED]

Name	Emma Speight
Contact Details	C/o Transport Agency
Street Address	50 Victoria Street Wellington 6011
Postal Address	Private Bag 6695 Marion Square Wellington 6141
	Ph: [REDACTED]
	Cell: [REDACTED]
	email: [REDACTED]

WCC

Name	Mayor Andy Foster
Contact Details	C/o WCC
Street Address	113 The Terrace Wellington 6011
Postal Address	PO Box 2199 Wellington New Zealand
	Ph: [REDACTED]
	Cell: [REDACTED]
	email: [REDACTED]

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Name	Deputy Mayor Sarah Free
Contact Details	C/o WCC
Street Address	113 The Terrace Wellington 6011
Postal Address	PO Box 2199 Wellington New Zealand
	Ph: [REDACTED]
	Cell: [REDACTED]
	email: [REDACTED]

GWRC

Name	Councillor Daran Pointer
Contact Details	C/o GWRC
Street Address	Shed 39 2 Fryatt Quay Wellington 6011
Postal Address	PO Box 11646 Manners Street Wellington 6142
	Cell: [REDACTED]
	email: [REDACTED]

Name	Councillor Roger Blakeley
Contact Details	C/o GWRC
Street Address	Shed 39 2 Fryatt Quay Wellington 6011
Postal Address	PO Box 11646 Manners Street Wellington 6142
	Cell: [REDACTED]
	email: [REDACTED]

1.2 LGWM Governance Reference Group Observer

NZTA

Name	To be confirmed following execution
Contact Details	To be confirmed following execution

WCC

Name	Councillor Jenny Condie
-------------	-------------------------

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Contact Details	C/o WCC
Street Address	113 The Terrace Wellington 6011
Postal Address	PO Box 2199 Wellington New Zealand
	Ph: [REDACTED] Cell: [REDACTED] email: [REDACTED]

GWRC

Name	Councillor Josh Van Lier
Contact Details	C/o GWRC
Street Address	Shed 39 2 Fryatt Quay Wellington 6011
Postal Address	PO Box 11646 Manners Street Wellington 6142
	Cell: [REDACTED] email: [REDACTED]

2. LGWM PROGRAMME DIRECTOR

Name	[REDACTED]
Contact Details	C/o Transport Agency
Street Address	50 Victoria Street Wellington 6011
Postal Address	Private Bag 6695 Marion Square Wellington 6141
	Ph: [REDACTED] Cell: [REDACTED] email: [REDACTED]

3. OWNER INTERFACE MANAGERS

NZTA

Name	[REDACTED]
Contact Details	C/o Transport Agency
Street Address	50 Victoria Street Wellington 6011
Postal Address	Private Bag 6695 Marion Square Wellington 6141
	Ph: [REDACTED]
	Cell: [REDACTED]
	email: [REDACTED]

WCC

Name	[REDACTED]
Contact Details	C/o WCC
Street Address	113 The Terrace Wellington 6011
Postal Address	PO Box 2199 Wellington New Zealand
	Ph: [REDACTED]
	Cell: [REDACTED]
	email: [REDACTED]

GWRC

Name	[REDACTED]
Contact Details	C/o GWRC
Street Address	Shed 39 2 Fryatt Quay Wellington 6011
Postal Address	PO Box 11646 Manners Street Wellington 6142
	Ph: [REDACTED]
	Cell: [REDACTED]
	email: [REDACTED]

4. CONTACT PERSON

NZTA

Name	[REDACTED]
Contact Details	C/o Transport Agency
Street Address	50 Victoria Street Wellington 6011
Postal Address	Private Bag 6695 Marion Square Wellington 6141
	Ph: [REDACTED]
	Cell: [REDACTED]
	email: [REDACTED]

WCC

Name	[REDACTED]
Contact Details	C/o WCC
Street Address	113 The Terrace Wellington 6011
Postal Address	PO Box 2199 Wellington New Zealand
	Ph: [REDACTED]
	Cell: [REDACTED]
	email: [REDACTED]

GWRC

Name	[REDACTED]
Contact Details	C/o GWRC
Street Address	Shed 39 2 Fryatt Quay Wellington 6011
Postal Address	PO Box 11646 Manners Street Wellington 6142
	Ph: [REDACTED]
	Cell: [REDACTED]
	email: [REDACTED]

SCHEDULE 3 – LGWM PRINCIPLES AND LGWM OBJECTIVES

1. GUIDING PRINCIPLES

- 1.1 **Accessible, healthy and safe:** Be socially inclusive and recognise the personal safety, access and health needs of all. Through a transport system that meets the varied access needs of people of all demographics across the region, wherever they need to travel.
- 1.2 **Better public transport:** Significantly enhance public transport and increase its use. Through improvements in the level of service across all public transport, to make it easier to get around the region.
- 1.3 **Clean and green:** Improve environmental outcomes for the city and the region. Through a transport system that respects nature and makes a positive contribution to environmental improvement.
- 1.4 **Compact city:** Reclaim urban space to support a compact and liveable city. Through a transport system that minimises traffic in the CBD and ensures ease of access to facilities, entertainment and jobs.
- 1.5 **Demand and supply:** Recognise that we need to do more than just build infrastructure and consider a range of ways to manage travel demand and supply across the network. Through a transport system that has a range of costs and incentives in place to encourage change in network use.
- 1.6 **Future-proof and resilient:** Provide a transport system that is adaptable and future-proofed for urban growth and resilient to natural hazards and climate change. Planning for the impact that social, economic and technological change may have on travel and lifestyle preferences and recognising the role of transport services in encouraging urban development where we want it.
- 1.7 **Past, present, future:** Respect the importance of character and heritage in New Zealand's capital city. Through a transport system that ensures infrastructure developments are integrated with their built environment.
- 1.8 **Predictable travel times:** Significantly reduce the impact of congestion on journey time predictability for all, at all times. All includes commuters, tourists, movers of freight, tradespeople and anyone travelling to or from the hospital or airport at any time.
- 1.9 **Set in nature:** Ensure that Wellington city remains safe and attractive, set in nature and connected to the harbour.
- 1.10 **Growth:** Encourage continued economic growth and support population growth and intensification of Wellington city as the economic engine of the region. Through a transport system that provides opportunities for residents and businesses to support the desired growth.
- 1.11 **Travel choice:** Provide better transport choices for the region. In alignment with the sustainable transport hierarchy in the Wellington Urban Growth Plan and the Regional Land Transport Plan.
- 1.12 **Wider view:** Recognise that there is a wide range of benefits to be realised from integrating urban form and transport thinking, and that increased value should not be measured by cost alone.

2. PROCESS PRINCIPLES

- 2.1 Listen and learn, and be informed and guided by evidence, including smart data approaches.
- 2.2 Be bold, aspirational and innovative.
- 2.3 Be open, transparent and communicate in plain English.
- 2.4 Respect the range of views in the community.
- 2.5 Adopt best practice urban design and transport standards.
- 2.6 Seek win wins where possible.
- 2.7 Be transparent about how trade-offs are made.

3. LGWM OBJECTIVES

The objectives for LGWM are to develop a transport system for Wellington that:

- 3.1 enhances the liveability of the central city;
- 3.2 provides more efficient and reliable access for all users;
- 3.3 reduces reliance on private vehicle travel;
- 3.4 improves safety for all users; and
- 3.5 is adaptable to disruptions and future uncertainty.

SCHEDULE 4 - LGWM SCOPE

1. Overview

LGWM's vision is to build a great harbour city which is resilient, accessible to all, with inviting places, shared streets, and efficient local and regional journeys. To realise this vision, LGWM is focused on moving more people with fewer vehicles.

LGWM will include better walking facilities, connected and safe cycleways, and high-quality mass rapid transit, along with more reliable public transport, improvements at the Basin Reserve and an extra Mt Victoria Tunnel and widening of Ruahine Street and Wellington Road, and travel demand management – all closely aligned with urban development and planning changes. Given its scope and complexity, the programme will take 10-20 years to deliver to completion.

The LGWM Project Office established under this agreement will investigate, plan, design and deliver LGWM through managing a core team, cross-cutting workstreams and the following investigation packages:

- Early Delivery
- Mass Rapid Transit
- State Highway improvements
- City Streets
- Travel Demand Management.

(each a **LGWM Project**, collectively the **LGWM Projects** and in combination with the programme described in the second paragraph of this Schedule being **LGWM**).

As each LGWM Project is progressed through the Detailed Investigation and Development Stage it will be coordinated with the other of the LGWM Projects to ensure the transport system is transformed in a way that reflects the LGWM Principles and works to deliver the LGWM Objectives, and so that it achieves good value for money. This will involve carefully integrating both the detailed design of the LGWM Projects as well as sequencing them optimally.

Cross-cutting workstreams will support the LGWM Projects to avoid duplication of specialist expertise and to ensure a consistent and coordinated approach across the LGWM Programme.

The LGWM Project Office will work closely with the LGWM Board and Governance Reference Group to ensure that the parties to this agreement carefully consider stakeholder and community views before decisions are taken and implementation begins.

2. Component projects

The LGWM Programme has five component Projects which are summarised below.

2.1 Early Delivery

This project (the **Early Delivery Project**) will make improvements to the Wellington transport system that can be implemented quickly without the need to wait for the conclusion of the detailed

investigation of the other LGWM Projects. The Early Delivery Project includes the following sub-projects (the **Early Delivery Sub-Projects**):

Central City walking improvements – changes to key pedestrian routes and intersections to make it faster, easier, and safer to walk in the central city. The preferred option will be identified no later than early 2020.

Central City Safer Speeds – lowering the speed limit on most central city streets. The preferred option will be identified by mid 2020.

Golden Mile improvements – permanent changes and trials that will start making the Golden Mile a more attractive and safer place for people walking and on bikes, while also improving the reliability of bus journeys. The preferred option will be identified by late 2020.

Thorndon Quay/Hutt Road improvements – giving buses priority and making it safer for people to cycle between the city and the planned Ngauranga to Petone walking and cycling link. The preferred option will be identified by late 2020.

Cobham Drive crossing – helping people who walk or cycle to safely cross and connect with the new cycleway around Evans Bay and community facilities in Kilbirnie and Lyall Bay. The preferred option will be identified by late 2020.

State Highway safer speeds – reducing speeds on State Highway 1, east of Mount Victoria. The preferred option will be identified by late 2020.

2.2 Mass Rapid Transit

This project (**Mass Rapid Transit Project**) will create a new mass rapid transit service connecting the railway station with Newtown and the eastern suburbs and the airport using a separate route through the CBD from the route used by the existing bus services.

The Mass Rapid Transit Project will improve travel choice through the Wellington city centre and help shape a more compact and sustainable city and region. It will be integrated with the wider public transport network, and offer:

- High frequency public transport services (every 10 minutes or less)
- Modern, high capacity electric vehicles with superior ride quality
- Fast loading and unloading of passengers
- Dedicated public transport lanes with signal priority.

The Indicative Business Case for Mass Rapid Transit Project will be completed by early 2021. This will determine the most appropriate mode and route for mass rapid transit, and how best to integrate it with the wider transport system, particularly the bus and rail networks, urban development changes, and with other LGWM Projects.

2.3 State Highway improvements

The State highway corridor is a key component of the existing transport system in Wellington city. It has a critical role in facilitating multimodal improvements.

The State Highway improvement project (the **State Highway Project**) includes two elements (the **State Highway Sub-Projects**) that will need to be carefully coordinated with each other as well as integrated with the wider transport system, in particular mass rapid transit.

2.3.1 Unblocking Basin Reserve

This project (the **Basin Reserve Sub-Project**) will identify how best to ease congestion and improve journeys for all users of Basin Reserve.

The Basin Reserve Project will involve extensive engagement with the community to develop a design that is sympathetic to the local geography, enhances the use of the Basin, and improves amenity around the reserve. In addition, it will include a detailed investigation into solutions for separating north-south transport movements, east-west transport movements and any mass transit corridors.

It is expected that the initial business case for the Basin Reserve Project will be completed by early 2021.

2.3.2 Extra Mount Victoria Tunnel

This project (the **Tunnel Sub-Project**) will investigate options for the design of an extra Mount Victoria tunnel and widening of Ruahine Street and Wellington Road. A key issue will be how the wider transport system will operate in conjunction with these improvements.

The aim of the Tunnel Sub-Project Project is to improve access, reliability and travel choice from the east for all travel types, and to shift through traffic onto the State Highway away from the Evans Bay and Newtown routes.

The initial business case for the Tunnel-Sub-Project is planned to be completed by early 2021

2.4 City Streets Project

This project (the **City Streets Project**) will make further changes to Wellington roads to move more people with fewer vehicles by optimising the use of current road space to better balance access for all modes – walking, cycling, public transport and private vehicles.

Under the City Streets Project, the Wellington central city cycleway network will be integrated with the wider cycleway network. Improvements will be made to the main walking routes, such as provision of wider footpaths, improved crossings and priority, and better shelters, signage and lighting. Bus priority improvements will be made for services to and from the central Wellington city on core routes. The City Streets Project will include the reallocation of some road space to non-vehicle modes and place-based activities to help meet the LGWM Objectives.

The timing of these changes will be integrated with other of the LGWM Projects as their details are developed.

2.5 Travel Demand Management

This project (**Travel Demand Management Project**) will investigate a package of travel demand management measures to help make the best use of existing transport systems and smooth the transition to the new system as the other LGWM Projects are progressively implemented. The Travel Demand Management Project is still in the early stages of scoping and its timing is still to be determined.

3. Programme development approach

The LGWM Projects will be developed through a 'business case' development process. A business case establishes the 'case' for investing in a particular Project and it includes:

- Considering different options to deliver the project's goals
- Listening to the community to understand people's needs and aspirations
- Initial design of the project and the design of different options
- Analysis of project benefits and likely costs, as well as risks and opportunities.

A two-stage business case process will be followed except for the Early Delivery Project:

The **Indicative Business Case (IBC)** will revisit and confirm the strategic context and strategic assessment and evaluates options to deliver the activity under a Project. If it is decided to proceed with the Project, the relevant funding applications to proceed to the Detailed Business Case will be made.

The **Detailed Business Case (DBC)** will carry out a more detailed analysis of the costs, risks and benefits of the preferred option and the do-minimum option identified in the indicative business case. The DBC will build a complete understanding of the acceptable risks, uncertainties and benefits associated with the project, so that a final decision can be made on whether to implement it.

A **Single-Stage Business Case (SSBC)** process will be followed for some Projects. This will effectively combine the IBC and DBC into a single business case.

SCHEDULE 5 - DETAILED INVESTIGATION AND DEVELOPMENT STAGE AND FUNDING PRINCIPLES

1. BUDGET MANAGEMENT PROCESS

1.1 **Initial Workstream Funding Approvals:** The Workstream Funding Approvals as agreed by the Parties at the date of execution of this agreement are set out at Appendix 2.

1.2 **Budget Management:** If any party (or the LGWM Programme Director) considers that:

- (a) a new Workstream Funding Approval is required to achieve the LGWM Principles or perform tasks or activities relating to LGWM that are within the parties' current overarching funding approvals; or
- (b) any change is required to an existing Workstream Funding Approval (including any change to the Funding Shares of the parties under that Workstream Funding Approval)

(for each **Budget Change**) then it will notify the other parties and provide the other parties with a draft workstream funding approval based on the template set out in Appendix 1 to this Schedule setting out the proposed requirements for Budget Change.

1.3 **Consideration of proposed Budget Changes:** The relevant operational representatives of each of the parties will, consider proposed Budget Changes and seek to refine any draft workstream funding approval reflecting the Budget Change (if necessary). The operational representatives will submit any draft workstream funding approval agreed by the representatives to the LGWM Board accompanied by such other information as reasonably necessary to allow the LGWM Board to consider the proposed Budget Change and draft workstream funding approval.

1.4 **Ratification and approval of Workstream Funding Approval:** The LGWM Board will consider any proposed Budget Change and draft workstream funding approval submitted to it under section 1.3 of this Schedule and, if the LGWM Board agree to endorse a Budget Change as necessary and agree on the proposed draft for the relevant workstream funding approval, then each party will follow its internal decision making and approval process to seek internal approval for the draft workstream funding approval (depending on the scope of the change and the relevant delegated authorities necessary to sign the workstream funding approval).

1.5 **Agreement required:** A draft workstream funding approval prepared in accordance with this section 1 will not be binding on the parties, and will not be considered to be a Workstream Funding Approval for the purposes of this agreement, unless and until it is agreed and signed by the appropriately authorised representative of each party.

2. FUNDING PRINCIPLES

Unless otherwise expressly stated in the relevant Workstream Funding Approval, the following Funding Principles will apply to determine the Funding Share of each party in relation to payment or each Workstream Funding Approval.

2.1 Intended overall funding share

The LGWM indicative package has been announced on the basis of an approximate funding split of 60% Central Government and 40% Local Government. The analysis required to formalise this in detail will be completed through the Detailed Investigation and Development Stage.

2.2 "Wash up" payment

To provide the funding to complete this phase an interim funding share has been agreed under the understanding that once the final funding shares are agreed there will be a wash up payment made between the parties to align the funding contributions to the final funding split.

2.3 Interim funding share

(a) *Split between Central and Local share*

The interim funding split between central and local government was agreed as follows:

- (i) Business case development and LGWM management costs – 60:40;
- (ii) Early delivery programme – asset owner (for central government-owned assets);
- (iii) Lost revenue from on street parking – asset owner (Wellington City Council); and,
- (iv) Advance property purchase costs – case by case basis with the expectation that costs would fall in the interim to the asset owner.

(b) *Split of the Local share*

During the 2019/20 and 2020/21 period the interim funding split (of the above 40%) between the two local government partners was agreed as follows:

- (i) Investigations, business cases and LGWM management costs – 50:50;
- (ii) Early delivery programme – asset owner (for local government-owned assets) with FAR rates applying; and
- (iii) Advance property purchase costs – case by case basis with the expectation that costs would fall in the interim to the asset owner.

APPENDIX 1 – TEMPLATE WORKSTREAM FUNDING APPROVAL

LGWM Relationship and Funding Agreement
Workstream Funding Approval for [insert short description]

1	Date	[date]
2	Scope	[Insert description of scope of Workstream Funding Approval and activities for which the funding can be used.]
3	Related Work Funding Approvals	<p>[If other Workstream Funding Approvals are related/should be reported on together used the first option.]</p> <p>Option [The following Workstream Funding Approvals are related to this Workstream Funding Approvals:</p> <ul style="list-style-type: none"> [list any other Workstream Funding Approvals making up a single "package" along with this WFA – this could list likely future WFAs] <p>Option [Not applicable]</p>
4	Funding Principles and Funding Shares	<p>[Use Option 2 only if alternate funding shares/principles are being used.]</p> <p>Option 1 [In accordance with section 2 of Schedule 5]</p> <p>Option 2 [Insert any alternate or additional Funding Principles applicable to this WFA (compared to default principles in section 2 of Schedule 5)]</p>
5	Funding Approval Total	<p>[insert funding approved under WFA, including any detail on different funding streams/activities]</p> <p>[As part of the Transport Agency's approval process an activity class will need to be assigned and the activity class owner will need to confirm funding is available.]</p> <p>[Consider breaking funding approval down into key projects / sub-projects to provide a clearer line through to the operational delivery.]</p>
6	Indicative cashflow	<p>The following cashflow is indicative only and may be subject to change based on the needs of the workstream – any changes to the cashflow will be discussed and (if necessary) agreed in accordance with the Let's Get Wellington Moving – Relationship and Funding Agreement:</p> <p>[insert indicative cash flow]</p>

SIGNATURES	Signed for and on behalf of New Zealand Transport Agency:	Signed for and on behalf of Wellington City Council:
	_____	_____
	Name:	Name:
	Title:	Title:
	Date:	Date:

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**Signed for and on behalf of
Wellington Regional Council:**

Name:

Title:

Date:

APPENDIX 2 – WORKSTREAM FUNDING APPROVALS

**LGWM Relationship and Funding Agreement
Workstream Funding Approval for Indicative Business Cases**

-
- 1 **Scope** This is the agreed funding for the Indicative Business Case phase of the following Projects:
- Mass Rapid Transit
 - State Highway Improvements
 - City Streets
 - Travel Demand Management
- It includes allocations for the support of the Project Office.
-
- 2 **Related Work Funding Approvals** \$3,800,000 was previously approved under an interim funding agreement. This approval brings that previous interim funding approval into this Agreement.
- In the future there will be approvals sort for the completion of the Business Cases and subsequent implementation.
-
- 3 **Funding Principles and Funding Shares** In accordance with section 2 of Schedule 5 of the "Let's Get Wellington Moving" (LGWM) Relationship and Funding Agreement.
-
- 4 **Funding Approval Total** \$45,858,000
-
- 5 **Indicative cashflow** The following cashflow is indicative only and may be subject to change based on the needs of the Workstream – any changes to the cashflow will be discussed and (if necessary) agreed in accordance with the Let's Get Wellington Moving – Relationship and Funding Agreement:

	Cost Estimate	NZTA	GWRC	WCC
2019/20	16,158,000	9,694,800	3,231,600	3,231,600
2020/21	29,700,000	17,820,000	5,940,000	5,940,000
Total	45,858,000	27,514,800	9,171,600	9,171,600

LGWM Relationship and Funding Agreement
Workstream Funding Approval for Early Delivery Business Case

- 1 **Scope** This is the funding allocated for the Early Delivery Business Case phase for the following Sub-Projects:
- Golden Mile
 - Thorndon Quay and Hutt Road
 - Central City and SH1 Walking Cycling and Safe Speeds
-
- 2 **Related Work Funding Approvals** This funding was previously approved under an interim funding agreement. This approval brings the previous interim funding approval into this Agreement.
 In the future there will be approvals sort for the implementation of quick wins and projects identified.
-
- 3 **Funding Principles and Funding Shares** In accordance with section 2 of Schedule 5 of the "Let's Get Wellington Moving" (LGWM) Relationship and Funding Agreement.
-
- 4 **Funding Approval Total** \$6,500,000
-
- 5 **Indicative cashflow** The following cashflow is indicative only and may be subject to change based on the needs of the Workstream – any changes to the cashflow will be discussed and (if necessary) agreed in accordance with the Let's Get Wellington Moving – Relationship and Funding Agreement:

	Cost Estimate	NZTA	GWRC	WCC
2019/20	4,598,000	2,758,800	919,600	919,600
2020/21	1,902,000	1,141,200	380,400	380,400
Total	6,500,000	3,900,000	1,300,000	1,300,000

Council
29 February 2024
Report 24.58



For Decision

2024 DRAFT REVENUE AND FINANCING POLICY

Te take mō te pūrongo

Purpose

1. To advise Council of the changes to the Ko Te Kaupapa Here Moni Whiwhi Me Ahumoni - Revenue and Financing Policy, as well as the information to publicly consult on the changes.

He tūtohu

Recommendations

That Council:

1. **Confirms** that the Revenue and Financing Policy is to be amended as per the changes stated in this report.
2. **Notes** that the proposed amendments to the policy are not an amendment to the 2024-34 Long Term Plan
3. **Approves** the draft Ko Te Kaupapa Here Moni Whiwhi Me Ahumoni - Revenue and Financing Policy for the purpose of public consultation (Attachment 1).
4. **Authorises** the Council Chair to make editorial changes to the proposed Revenue and Financing Policy and accompanying documents, if required.

Te horopaki

Context

2. The Local Government Act 2002 (LGA) requires Council to have a Revenue and Financing Policy (R&FP) in order to provide certainty about the sources and levels of funding that will be required to fund its activities.
3. The Local Government (Rating) Act 2002 (LGRA) provides councils with powers to set, assess and collect “rates” to fund local government activities. These rates are locally set property-based taxes. There are three main purposes of the LGRA:
 - a. To provide local authorities with flexible powers to set, assess, and collect rates.
 - b. To ensure rates reflect decisions made in a transparent and consultative manner.
 - c. To provide for processes and information to ensure ratepayers can identify and understand their liability for rates.

4. The policy specifies Council's policies for funding operating expenses and capital expenditure from sources that include general and targeted rates, fees and charges, grants and subsidies, and reserve funds.
5. Decisions on which rating tools are selected, and how they are applied, are a matter for each individual council to decide. This must be done in accordance with the requirements of the LGA.
6. This review of the Revenue and Financing Policy was managed with the 'two-step' process in mind, giving consideration to section 101(3)(a) and (b) of the LGA. Councillors reviewed each activity, including consideration of who benefits and when, etc. After that, Councillors considered if the funding tools were still appropriate taking into account any changes to the impacts on the wellbeing of the community as required by subsection (3)(b).
7. The approach to the review of this Policy enabled Councillors to review the Policy line by line, ensuring the funding mechanisms for activities are still the deemed the best option available for collecting revenue.

Te tātaritanga Analysis

The Revenue and Financing Policy

8. The Policy had a line-by-line review, allowing Councillors an opportunity to consider and discuss each activity, reviewing their statements of 'distribution of benefits', and then the funding mechanism for it.
9. As a result of the review, the following changes have been made as set out in the proposed policy ([Attachment 1](#)):

Policy structure

10. One of the outputs of the policy review brief was to improve readers' understanding of the Policy, therefore the structure of the Policy has been changed to:
 - a Collate both the funding mechanism and the rationale for each activity. Previously this was in split sections causing the reader to find information for one activity in two different sections of the policy.
 - b Place more general overarching information at the beginning to better set the scene and significance of the Policy.
 - c Realign the activities where possible with the changes that have happened within Greater Wellington delivery, such as changes resulting from the environment group restructure.

Climate Change

11. In the 'Regional Partnerships and Strategy' section, Climate Change has been added to offer transparency for how Greater Wellington funds our climate change team and the services they provide.

12. Climate change became an official activity funded by the general rate in 2021; however, at the time, there was no review of the Policy and therefore it was not included in the Policy until now.

Transport Analytics Unit

13. In the 'Regional Partnerships and Strategy' section, the Transport Analytics Unit (TAU) activity has also been added to offer transparency for how Greater Wellington funds a specific function of regional transport.
14. The activity commenced in September 2021, following a funding agreement with territorial authorities and Waka Kotahi.
15. The TAU is a joint programme between Greater Wellington, Hutt City Council, Porirua City Council, Kāpiti Coast District Council, Wellington City Council, and central government (Waka Kotahi). Waka Kotahi contributes the majority of funding, paying one third as well as offering funding assistance rates (FAR) matching council contributions.

Environment Restoration Programmes

16. Environment restoration programmes were previously known as 'Land Management', which included Farm Plans, Farm Environment Plans, Wellington Regional Erosion Control Initiative (WRECI) and advice. This had now been adapted to suit the new Environment Group restructure.
17. Environment Restoration programmes will operate under criteria that will determine property-specific grant rate. The criteria used in determining appropriate grant rates will be aimed at maximising the effectiveness of the programmes. Priorities will be identified through catchment context, community values and desired outcomes, including water quality, biodiversity or climate change adaptation, where a high priority activity will receive high general rate grant support.
18. The Ministry for Primary Industries (MPI) is the main funder for this programme of work which is set out in their funding agreement. For Greater Wellington and regional ratepayers to maximise the benefit of this funding, the funding split has been changed to allow for the property-specific grant-rate explained above. This allows Greater Wellington to maximise outputs without increasing the General Rate contribution.
19. This programme is unique because the landowners are required to pay Greater Wellington for services but can also charge Greater Wellington for services.

Nursery Operations

20. In the conservation activities section, the Akura (nursery) conservation centre has been changed to nursery operations. This is because Greater Wellington is planning for more resources to provide planting to fulfil its restoration goals as well as its flood protections and land management requirements. There are expansion plans that may see the establishment of another nursery near the Akura site, allowing for more plant production.
21. A small general rate allowance has been included to support the nursery to enable it to meet the demand that Greater Wellington activities puts on it.

General Rates

22. The Policy now includes a list of all the general rated activities and the share of general rates apportioned to them. This is included for transparency.
23. The Wellington City General Rate was also identified as no longer having applicable rationale to continue the rate with differentials applied which cause the Central Business District and the Business category to pay a higher share. This is explained in the options section below.

Consultation

24. Section 102 (4) of the LGA provides that a local authority may amend its Revenue and Financing Policy after consulting on the proposed amendments in a manner that gives effect to the requirements of section 82 of the LGA.
25. The public will be asked to provide feedback on the amendments to the current policy including the change to the differentials on the Wellington City general rate.
26. If the status quo is their preferred option, then they will be asked to provide clear rationale for this preference as Council has not been able to deem any significant benefit to one rating category over another, therefore, to continue using differentials, Council will need to be convinced there is an appropriate rationale to do so.
27. The consultation will take place over one month at the same time as other Greater Wellington public consultations, such as the 2024-34 Long Term Plan. It will be followed by an opportunity for submitters to be heard by council in May.

Consultation challenges

28. In 2023, the differentials on the General Rate were discussed at Council due to the rating error that had occurred between 2019/20 and 2022/23. In October 2023, Council agreed to a path forward for resolution.
29. It may be viewed by ratepayers in Wellington City that this change to the differential is a result of that issue and a form of fixing it; however, this is not the case. Communicating to the public that these changes are a result of a change in circumstances as the rationale that first introduced the differentials is no longer appropriate to continue justifying the CBD and Business paying a higher differential.

Nga kōwhiringa

Options

Option One – Removing the differentials from the Wellington City general rate

30. The current differentials within Wellington City were introduced in 2019 to take account of the significant up and downward movements in rates Wellington City was experiencing, with residential property value rising much faster than business property values, as well as the demolition and/or damage to many commercial buildings following the 2016 Kaikoura earthquake and the conversion of further office buildings to residential.

31. We propose to remove the differentials, returning the General Rate back to an equal share among the rating categories in Wellington City with their share based on Capital Value.

Advantages of the proposal

32. Activities that utilise the General Rate as their funding method have region-wide benefits with no particular rating category or area being identified as benefiting significantly more or less than others, therefore it's appropriate that all ratepayers contribute fairly.
33. Business categories will see a reduction in their share of the general rate.

Disadvantages of the proposal

34. Residential and Rural rate payers will return to paying slightly more as their share of the general rate will no longer be subsidised by the business categories.
35. The average increase for residential and rural ratepayers will be approximately (based off the 2023/24 rating year):
- a \$34¹ per year for Residential ratepayers
 - b \$43 per year for Rural ratepayers

Option Two - Status Quo: Wellington City General Rate

36. Continue with the differentials applied to Wellington City general rates:

<i>Central Business District</i>	1.7
<i>Business</i>	1.3
<i>Residential</i>	1
<i>Rural</i>	1

Advantages

37. The residential and rural ratepayers in Wellington City will benefit by continuing to pay a lesser share of the activities that are deemed to have a region-wide benefit.

Disadvantages

38. The differentials do not support the distribution of benefits for the activities funded through the general rate, therefore the business categories would be paying an unjustified higher proportion.
39. Residential and rural ratepayers in the rest of the region do not have their general rate subsidised by the business category, therefore creating an unjustified unfairness.

Ngā hua ahumoni

Financial implications

40. Only Wellington City ratepayers are affected by the change of differentials to the general rate as all the rating categories in all other Territorial Authorities have an equal

¹ All dollar values stated in this report are GST exclusive.

differential and their equalised capital values (ECVs) are used as the basis for their share to pay.

41. The 'Central Business District' (CBD) and the 'Business' categories will have positive impacts as their differential will be decreased, meaning they will not be paying an additional share on top of their ECVs.
42. Only 'Residential' and 'Rural' rating categories in Wellington City will have a 'negative' impact from the change to the differentials, as they will be required to pick up the reduction of the share from the CBD and Business allocation.

Territorial Authority	Modelled Differential	GENERAL RATE				GENERAL RATE – AVERAGE CV		
		2023/24 \$	Modelled \$	Variance \$	Variance %	2023/24 \$	Modelled \$	Variance \$
Hutt City	1	13,342,164	13,342,164	Nil	Nil	325	325	Nil
Upper Hutt City	1	5,604,888	5,604,888	Nil	Nil	315	315	Nil
Porirua City	1	6,468,548	6,468,548	Nil	Nil	324	324	Nil
Kāpiti Coast	1	8,576,280	8,576,280	Nil	Nil	333	333	Nil
Masterton	1	3,900,319	3,900,319	Nil	Nil	292	292	Nil
Carterton	1	1,715,884	1,715,884	Nil	Nil	335	335	Nil
South Wairarapa	1	2,896,266	2,896,266	Nil	Nil	400	400	Nil
Tararua	1	7,940	7,940	Nil	Nil	722	722	Nil
WELLINGTON CITY								
CBD	1 (1.7)*	6,252,651	4,033,576	-2,219,075	-35.5%	2,079	1,341	-738
Business	1 (1.2)*	2,390,477	2,016,584	-373,894	-15.6%	1,270	1,071	-199
Residential	1	26,424,476	28,978,863	2,554,387	9.7%	354	389	34
Rural	1	399,122	437,704	38,582	9.7%	446	489	43

* The differentials on the Wellington City General Rate only (2019/20 – 2023/24). All dollar values are GST exclusive.

43. Due to the far greater number of residential and rural rate payers, the shift from CBD and Business to Residential and Rural will be spread further, meaning the cost to an individual ratepayer is minimal.
44. The following table shows the average amount per rating category that changes as a result of an equal differential being applied. The 2023/24 values have been used as the most recent figures because the 2024/25 financial year values have not yet been confirmed.
45. Residential ratepayers will have an average increase of approximately \$34 per year and Rural ratepayers will have an average increase of \$43 per year.
46. The CBD ratepayers will have an average decrease of \$738 per year, and Business ratepayers will have an average decrease of \$199 per year.

Ngā Take e hāngai ana te iwi Māori Implications for Māori

47. As the changes to the differentials are only within the Wellington City area, and it is applied to the general rate which every ratepayer contributes towards, there are no known implications specifically for Māori.

Te huritao ki te huringa o te āhuarangi

Consideration of climate change

48. Greater Wellington's response to climate change is a fundamental impact on delivery of activities. The Revenue and Financing Policy sets out how the activities in the LTP will be funded.

Ngā tikanga whakatau

Decision-making process

49. The Council have been through a review process that was preceded with a unique workshop discussing specifically the impacts of using a Uniform Annual General Charge (UAGC) and the makeup of the General Rate (Report 223.178), followed by three key workshops regarding different aspects of the policy itself.
50. The matters requiring decision in this report have been considered by officers against the requirements of Part 6 of the Local Government Act 2002 (the Act).

Te hiranga

Significance

51. In accordance with the Greater Wellington's 'Significance and Engagement Policy' and the Local Government Act 2002, the review of the Revenue and Financing Policy is considered to have 'medium' significance as the proposed changes to the funding tools only impact Wellington City residential and rural ratepayers.
52. The change in funding mechanism requires a public consultation and will take place for one month following the approval of the draft Policy.

Te whakatūtakitaki

Engagement

53. Throughout the review of this Policy, general feedback for submitters of former R&FP public consultations were considered to help generate improvements where applicable.
54. Following the approval for the R&FP consultation, our consultation approach will be implemented.

Ngā tūāoma e whai ake nei

Next steps

55. The draft Policy will be made publicly available for consultation.
56. Following consultation, submitters will have an opportunity to be heard by Council at the hearings scheduled for late May 2024.
57. The final Policy will be presented to council for adoption on 11 June 2024.

Ngā āpitihanga

Attachment

Number	Title
1	Draft Revenue and Financing Policy

Ngā kaiwaitohu

Signatory

Writer	Kyn Drake – Principal Financial Policy Advisor
Approver	Alison Trustrum-Rainey – Group Manager, Finance and Risk

He whakarāpopoto i ngā huritaonga Summary of considerations
<i>Fit with Council's roles or with Committee's terms of reference</i> The Local Government Act 2002 (the Act) Section 101(3), 102 and 103 requires the Council to have a Revenue and Financing Policy, in order to provide certainty about the sources and funding methods required for each of the activities.
<i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i> The Revenue and Financing Policy is a key supporting policy of the LTP as it identifies how the funds will be collected to pay for the activities outlined in the LTP and Annual Plans.
<i>Internal consultation</i> A range of meetings have been had with the subject matter experts to check and/or offer transparency for the funding mechanisms of the activity they support. Councillors have had multiple opportunities to discuss and question the Policy and the information that has led to change.
<i>Risks and impacts - legal / health and safety etc.</i> There are no known risks associated with the decisions of this report.



**2024 Ko te Kaupapa Here Moni Whiwhi me Ahumoni
2024 Revenue and Financing Policy**

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Introduction

The Revenue and Financing Policy describes how Greater Wellington Regional Council (Council) intends to fund its expenditure set out in the Long-Term Plan, and the sources of funding that Council intends to use, for each activity.

Purpose

The Local Government Act 2002 (the Act) requires the Council to manage its expenditure prudently and in a way that promotes the current and future interests of the community. This Policy outlines the decisions the Council has made in determining the most appropriate sources of funding for operating and capital expenditure, keeping in line with the Financial Strategy's principles for fairness and affordability.

Considerations for this policy

In developing the Policy, Council has considered the specific matters required by section 101 (3) of the Act, requiring a two-stage process for considering a new activity funding method. Section 103 of the Act requires Council to state its policies in respect of the funding of operating and funding of capital expenditure.

Greater Wellington promotes the social, economic, environmental, and cultural well-being of our communities through our community outcomes which are considered throughout the decision-making process.

Supporting information for this Policy

Equalised Capital Value (ECV)

Within the region, different territorial authorities undertake general revaluations at different times. To equalise the values, each year Council gets Quotable Value or another registered valuer to estimate the projected valuations of all the rateable land in the districts within the region. This estimation is enabled under s131 of the Local Government Rating Act.

This means that rates are assessed on a consistent valuation basis, regardless of the timing of individual Territorial Authority revaluations.

Funding Impact Statements

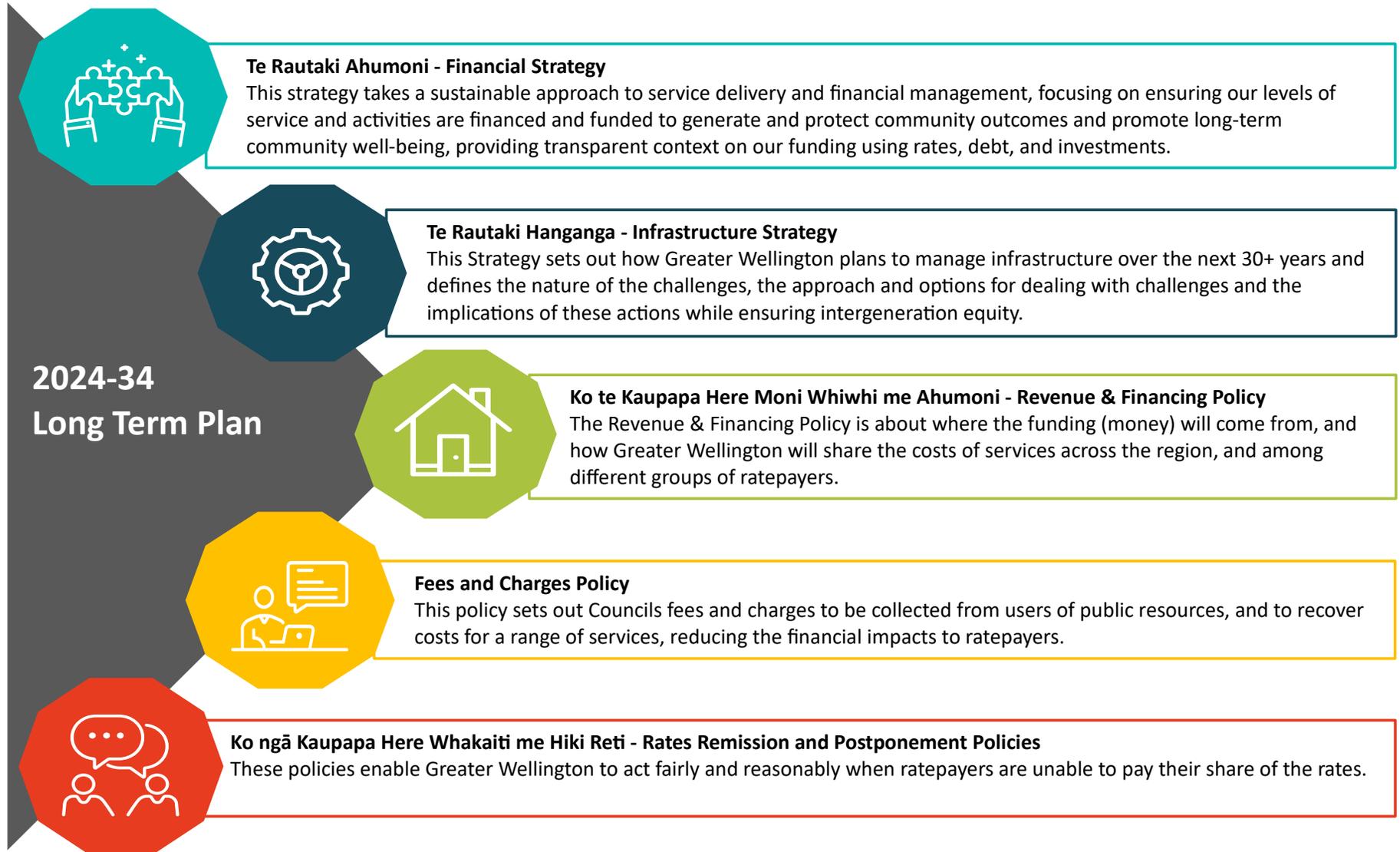
The Funding Impact Statement shows how the Council intends to implement the Revenue and Financing Policy each year. It also shows the amount of funding to be collected from each available source, including how various rates are to be applied.

Reviewing the Policy

Legislation requires the Policy to be reviewed at least once every five years, however Greater Wellington generally reviews it every three years in line with the Long-Term Plan process but will from time to time make amendments if required.

The next review is expected to take place in 2027.

Connecting our plans to our strategies and funding



Determining this Policy

In developing this policy, Council used a two-stage approach.

STAGE ONE

The first stage is to consider for each activity, Council considered the five matters in s101(3)(a) of the LGA 2002.

These are summarised as-

- Primary community outcomes
- Distribution of benefits
- Timeframe of benefits
- Contributors - those who create need for an activity
- Costs and benefits of funding activity distinctly

Primary community outcomes

Each group of activities contributes primarily to achieving at least one of these community outcomes as outlined in the 2024-34 Long Term Plan:

Thriving Environment

Greater Wellington looks after the region to ensure it thrives and prospers. We lead to ensure our environment is prioritised to have healthy fresh and coastal water, clean and safe drinking water, indigenous biodiversity, sustainable land use, a prosperous low carbon economy with an effective electrified public transport network.

Connected Communities

Greater Wellington works with the community to connect people with the environment they live in. People are engaged in the decisions that affect them, contributing to vibrant and liveable region in which people can move around using an accessible and efficient public transport network.

Resilient Future

Greater Wellington manages and protects the region's resources so they can be enjoyed for generations to come, adapting to the effects of climate change and natural hazards, community preparedness and quality infrastructure.

Distribution of benefits

For each activity, this consideration analyses of the distribution of benefits between the community as a whole, any identifiable part of the community, and individuals.

Generally, the funding methods the Council has chosen to use for each activity will reflect who is benefiting from the activity, but not always as the other policy considerations identified here will also influence decisions.

The benefits are deemed by Council and may differ from the opinions of some ratepayers or community groups; however these benefits are final and applied to be able to decide on the appropriate funding tools.

Timeframe of benefits

Council considers the period in or over, which the benefits are expected to accrue and applies the principles of the Financial Strategy.

Intergenerational equity applies to capital expenditure where assets are expected to provide benefits over decades. To spread the costs over time, loan funding is used, and debts serviced each year, which ensures current ratepayers do not pay the full price for the benefits in which future ratepayers will receive.

For all activities, operating costs are directly related to providing benefits in the year of expenditure, therefore funded on an annual basis.

Contributors- those who create need for an activity

Contributors are any individuals or groups who, through their action, or inaction, contribute to the need to undertake the activity. For example, polluters create a need for Council to clean up the mess or make rules about how it is to be reduced or cleaned up.

Many of Council's activities utilise contributors funding through 'user fees and charges'. Council actively seeks to recover expenditure from these contributors, however it is not always possible, therefore, at times, these activities will be subsidised through other funding mechanisms.

Costs and benefits of funding activities distinctly

There are costs and benefits, including consequences for transparency and accountability of funding an activity separately, whether by user charges or targeted rates or a combination of these.

There are administration costs associated with different types of funding and these need to be weighed against any benefits of targeting specific beneficiaries or users.

A key benefit is 'transparency and accountability', which are most evident when an activity has one defined funding source, allowing ratepayers (or users) to see exactly how much revenue is being sought and spent on the activity.

This is not always possible; therefore, the general rate is used to encompass activities with a region-wide benefit. To support the 'transparency and accountability', Council separates the general rate into practical activity groupings which allows the ratepayer to understand where a large portion of their charges go to.

STAGE TWO

Council then considered the overall impact of any allocation of liability for revenue needs on the current and future social, economic, environmental, and cultural wellbeing of the community. That process led Council to decide on the funding policy indications shown for each activity. This step is required by section 101(3)(b) of the Act.

The use of capital value

Council has chosen to use Capital Value (CV) as its valuation system for general rates because it reflects the total value of a property, compared with land value.

Council has also chosen to use CV as the basis for the following targeted rates:

- The Regional Economic Development rate (CBD and Business category)
- The Public Transport Rate
- Some River Management Scheme rates (Flood Protection)
- Wairarapa Coastal and Eastern Hills Wairarapa Catchment Activities (Land Management)
- The Stadium Rate

Rates with differentials

Council applies a differential to the Public Transport rate. The purpose of this differential is to address the variance in benefits derived from the physical limitations public transport networks in accordance with s101(3)(b) of the Act. This differential is designed to ensure that different rating categories throughout the region pay a fair share of the cost for providing public transport services. This differential was determined after considering the impact of level of service, location, and the types of properties. These differentials are found in the 'Funding Impact Statements'.

Funding tools Council has chosen not to apply

Council does not use a Uniform Annual General Charge (UAGC). A UAGC is part of the General rate and is set using a fixed amount or charge per property, irrespective of value or location. Being a fixed amount, it has the effect of increasing the rates for all properties below the average capital value and reducing those above the average. The further a property value is from the average, the greater impact.

Council has decided not to use a UAGC because it is of the view the General rates recover the costs when the whole region benefits, and therefore these costs should be recovered by using taxation principles, and using solely capital values is the most appropriate method.

Other tools not used:

The Council does not use lump sum contributions, development and financial contributions, and regional fuel taxes.

Funding Operating and Capital Expenditure

Operating Expenditure Cost (OPEX)

OPEX pays for Councils day-to-day spending to keep the business going. This includes maintaining assets or other expenditure that does not procure or create a new asset.

Council funds OPEX using the following funding tools:

- General rates
- Targeted rates

Attachment 1 to Report 24.58

- Fees and charges
- Interest and dividends from investments
- Grants and subsidies
- Other operating revenue, such as reserves

Capital Expenditure Cost (CAPEX)

CAPEX pays for buying or building new assets. This includes replacing existing assets or improving an existing one to improve a service.

The Council generally funds CAPEX from borrowing and spreads repayment over long periods as outlined in the Financial Strategy.

Borrowing for CAPEX enables the Council to ensure there is intergenerational equity in terms of who funds CAPEX. Where practicable, the repayments are spread over the expected average life of the asset. This means today's ratepayers are not asked to fully fund assets that tomorrow's ratepayers will benefit from.

Other funds for CAPEX include:

- Grants and Subsidies - from agencies such as the New Zealand transport agency Waka Kotahi and the Department of Internal Affairs (DIA)
- Council reserves (incl. annual revenue collected to cover depreciation)

Funding sources and indications

The following summarises the funding sources to be used for both operational and capital expenditure, as well as the funding indications.

Environment

This section includes:

- **Resource Management**
 - *Policy and Planning*
 - *State of Environment monitoring*
 - *Consents*
 - *Compliance and Enforcement*
 - *Pollution prevention and control*
- **Environment Restoration Activities**
 - *Environment restoration programmes*
 - *Environment restoration advice*
 - *Erosion schemes*
- **Wairarapa Coastal and Eastern Hills Wairarapa Catchment Activities**
- **Conservation Activities (Soil and Plant)**
 - *Soil conservation reserves*
 - *Akura conservation centre*
- **Biodiversity Activities**
 - *Biosecurity services for territorial authorities*
 - *Key Native Ecosystems (KNE) programme*
 - *Other biosecurity activities*
- **Pest Activities**
 - *Regional pest management plan*
 - *Regional predator control programme*
- **Harbour Activities**
 - *Navigational aids and communications service*
 - *Education - Enforce maritime safety regulations*
 - *Pollution clean-up – Oil*
 - *Pollution clean-up – other*
- **Flood Protection**
 - *Understanding Flood Risk*
 - *Maintaining Flood Protection and Control Works*
 - *Improving Flood Security*
 - *River Management*
 - *Wairarapa River Management (Lower Valley and Waiohine, excl. Upper Ruamahanga)*
 - *Te Kāuru Catchment*
 - *Waiōhine River Stopbank*
 - *Drainage Schemes*
- **Regional Parks**

Resource Management <i>Council provides policy and planning, and state of the environment services to regulate use and development.</i>	OPEX	Fees & User charges	Policy and planning	Nil
			State of Environment monitoring	10- 20 percent
		Subsidies	All	Nil
		Targeted rate	All	Nil
	General rate	Policy and planning	100 percent	
		State of Environment monitoring	80- 90 percent	
	CAPEX	Borrowings (Debt)	All	Not required
Proceeds from asset sales				
Reserve funds				
Community outcome	Thriving Environment			
Purpose / rationale for activity	Council regulates the use and development of the environment via the Regional Plan and other planning documents, to ensure that natural and physical resources are managed sustainably.			
Who benefits? How are the benefits distributed?	The community as a whole benefits from the policy, planning and monitoring services. Territorial authorities and individuals, benefit from Council’s State of the Environment monitoring information.			
Timeframe of benefits	On-going			
Does anyone cause Council to provide this service?	Everyone uses the region’s natural resources to some extent.			
Rationale for separate funding	The community as a whole is the main beneficiary, there is no particular benefit from distinct funding.			
Overall rationale for funding	As all of the region benefits from this activity, then the general rate is considered the most appropriate funding source after an allowance for any fees.			

Attachment 1 to Report 24.58

Resource Management <i>Council uses consents, compliance, and pollution services to implement the Regional Plan.</i>	OPEX	Fees & User charges	Consents	Up to 100 percent (consent applicants)
			Compliance and enforcement	Up to 100 percent (consent holders)
			Pollution prevention and control	Up to 100 percent (identified polluters)
		Subsidies	All	Nil
		Targeted rate	All	Nil
	General rate	Compliance and enforcement	Up to 100 percent for investigations where a liable party cannot be identified.	
		Pollution prevention and control		
	CAPEX	Borrowings (Debt)	Consents / Compliance and enforcement	Not required
			Pollution prevention and control	Primary source
		Proceeds from asset sales	Consents / Compliance and enforcement	Not required
Pollution prevention and control			When available	
Reserve funds		Consents / Compliance and enforcement	Not required	
		Pollution prevention and control	When available	
Community outcome	Thriving Environment			
Purpose / rationale for activity	Council implements the Regional Plan, with consent, compliance, and pollution services.			
Who benefits? How are the benefits distributed?	Consent applicants benefit from information services. Consent holders benefit from the right to use regional resources, and from monitoring services, because consents may be granted with greater confidence / certainty about the potential impacts.			
Timeframe of benefits	On-going			
Does anyone cause Council to provide this service?	Polluters create the need for pollution services. People who want to use the region's resources create the need for an allocation system.			
Rationale for separate funding	These services are best funded jointly with other Resource Management activities to provide transparency to service users, residents and ratepayers.			

Overall rationale for funding	Council considers that those who benefit or contribute to the need for the activity should contribute to the recovery of those costs. When recovery is not possible, then the general rate is considered the most appropriate funding source after an allowance for any fees.
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Environment Restoration Activities <i>Council offers restoration and good farm management practices to mitigate the environmental impacts of agricultural and horticultural uses of land.</i>	OPEX	Fees & User charges	Environment restoration programmes*	Up to 75 percent
			Environment restoration advice	Nil
		Subsidies	Environment restoration programmes	Up to 100 percent
			Environment restoration advice	Nil
		Targeted rate	Environment restoration advice and programmes	Nil
	General rate	Environment restoration programmes	Up to 75 percent	
		Environment restoration advice	100 percent	
	CAPEX	Borrowings (Debt)	All	Not required
		Proceeds from asset sales	All	Not required
Reserve funds		Environment Restoration Programmes	When available	
Funding Split	Environment Restoration programmes will operate under criteria that will determine property-specific grant rate. The criteria used in determining appropriate grant rate will be aimed at maximising the effectiveness of the programmes. Priorities will be identified through catchment context, community values and desired outcomes including water quality, biodiversity or climate change adaptation where a high priority activity will receive higher general rate grant support. <i>Contact Environment Restoration staff for details of grant rate criteria for applicable programmes.</i>			
Community outcome	Thriving Environment			
Purpose / rationale for activity	Council seeks to mitigate the environmental impacts of farming. Land management practices can affect soil erosion, soil health, biodiversity and water quality (the health of streams, rivers, and the coast).			

Who benefits? How are the benefits distributed?	<p>Farmers, rural communities and future generations benefit from:</p> <ul style="list-style-type: none"> • stabilised soils and reduced erosion • healthy waterways (recreation, drinking water, livestock water supply) • reputation benefits from clean operations • protect local infrastructure <p>The community as a whole benefits when farmers reduce their nutrient and sediment discharges.</p>
Timeframe of benefits	On-going
Does anyone cause Council to provide this service?	National and regional policy and regulations.
Rationale for separate funding	The Environment Restoration Programme involves a two-way transactional relationship. The landowners pay 'Fees & Charges', but can also charge Greater Wellington for services. The distribution of costs and the subsidy applied varies from landowner to landowner depending on the environmental outcome. In certain programmes Subsidies are available from Government which can reduce either the Fees & User charges or the General rate percentage applied to the programme. The activity is predominantly focused on services to rural businesses, there are transparency benefits from separate funding.
Overall rationale for funding	<p>Council considers that those who benefit from the activity should contribute to the recovery of those costs using fees and charges and targeted rates using a combination of service provision, land value and fixed value for erosion scheme services and coordination services to rural properties in the Wellington Region.</p> <p>The balance after fees and charges and any subsidies, the general rate is considered the most appropriate funding source.</p>

** Environment restoration programmes – Work delivery leading to water quality, biodiversity or climate change adaptation outcomes*

Wairarapa Coastal and Eastern Hills Wairarapa	OPEX	Fees & User charges	All	Nil
		Subsidies	All	Nil
		Targeted rate	Scheme One	\$ per hectare
			Scheme Two	Based on land value

Catchment Activities <i>Council delivers work programmes, such as preparing resource consents, and plans, liaising with landowners, managing sub-contractors, organising materials and labour, quality control.</i>			Scheme Three	Charge per dwelling
			Scheme Four	Based on river frontage
	General rate		Scheme One	Up to 50 percent
			Scheme Two	
			Scheme Three	
			Scheme Four	
	CAPEX	Borrowings (Debt)	All	Not required
		Proceeds from asset sales		
		Reserve funds		
	Community outcome	Thriving Environment		
Purpose / rationale for activity	<p>To protect private and community assets including houses, buildings, roads and bridges with emphasis on maintaining vehicular access from the effects of erosion and flooding.</p> <p>To stabilise actively degrading gully erosion and control severely eroding catchment areas</p> <p>To control land clearing operations in the upper catchments and establish water monitoring programme objectives.</p> <p>Council seeks to mitigate the environmental impacts of farming. Land management practices can affect soil erosion, soil health, and water quality (the health of streams, rivers, and the coast).</p>			
Who benefits? How are the benefits distributed?	<p>Catchment schemes 1- Wharema, Homewood, Maungaraki, Upper Kaiwhata, Lower Kaiwhata</p> <p>Catchment schemes 2- Awhea-Opouawe, Mataikona-Whakataki</p> <p>Catchment scheme 3- Awhea-Opouawe, Mataikona-Whakataki, Maungaraki</p> <p>Catchment schemes 4- Maungaraki</p> <p>Farmers benefit from-</p>			

	<ul style="list-style-type: none"> • stabilised soils and reduced erosion • reputation benefits from clean operations <p>Rural communities benefit from local catchment schemes that protect local infrastructure (roads, utilities). The community as a whole benefits when farmers reduce their nutrient and sediment discharges.</p>
Timeframe of benefits	On-going
Does anyone cause Council to provide this service?	Farmers who allow stock to graze in or adjacent to waterways and don't mitigate the nutrients from leaching into waterways.
Rationale for separate funding	<p>All six schemes are managed and administered by GW (Planting Operations) in conjunction with each respective catchment scheme committee.</p> <p>The activity is predominantly focused on services to rural businesses, there are transparency benefits from separate funding.</p>
Overall rationale for funding	<p>The local community share of the funding is raised through a special rating district covering the total area deemed to benefit. Individual properties are rated on a classified or differential basis that recognises the degree of benefit to each property.</p> <p>Council considers that those who benefit from the activity should contribute to the recovery of those costs using targeted rates. The balance after is paid by the general rate as it is considered the most appropriate funding source.</p>

**Formerly known as "Land Management - Catchment Schemes"*

Conservation Activities <i>Council supports soil and plant initiatives.</i>	OPEX	Fees & User charges	Soil conservation reserves	100 percent
			Nursery Operations	90 percent
		Subsidies	Soil conservation reserves	Nil
		Targeted rate	Nursery Operations	
		General rate	Nursery Operations	Up to 10 percent
	CAPEX	Borrowings (Debt)	Soil conservation reserves Akura conservation centre	Primary source

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	Proceeds from asset sales	Soil conservation reserves Nursery Operations	When required
	Reserve funds		
Community outcome	Thriving Environment		
Purpose / rationale for activity	Council seeks to mitigate the environmental impacts as land management practices have created erosion, and affected the health and quality of streams, rivers, and the coast.		
Who benefits? How are the benefits distributed?	The benefits of nursery operations are mostly with the private landowners who plant poplars and willows (and other species) for erosion and flood control. The benefits largely lay with private landowners but the community as a whole benefits from stabilized soils in its reserves and cleaner waterways.		
Timeframe of benefits	On-going		
Does anyone cause Council to provide this service?	Landowners who require plants to cover on erosion prone soils and/or land restoration.		
Rationale for separate funding	The activity is predominantly focused on services to rural businesses, there are transparency benefits from separate funding.		
Overall rationale for funding	As the private landowners benefit from this activity, then the user fees and charges are considered the most appropriate funding source. The balance after is paid by the general rate as it is considered the most appropriate funding source.		

Biodiversity Activities <i>Council works to improve biodiversity and in turn improve life supporting services.</i>	OPEX	Fees & User charges	Biosecurity services for territorial authorities	100 percent
		Subsidies	All	Nil
		Targeted rate	All	Nil
		General rate	Key Native Ecosystems (KNE) programme Other biosecurity activities	100 percent
	CAPEX	Borrowings (Debt)	All	Not required
		Proceeds from asset sales		

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	Reserve funds	
Community outcome	Thriving Environment	
Purpose / rationale for activity	Biodiversity contributes to the region’s natural character and supports the healthy functioning of ecosystems which in turn provide essential, life supporting services, including purifying air and water.	
Who benefits? How are the benefits distributed?	The community as a whole share the benefits of a healthy environment.	
Timeframe of benefits	On-going	
Does anyone cause Council to provide this service?	Invasive and damaging species inadequately managed by landowners.	
Rationale for separate funding	This activity is one relatively small, part of the larger group of activities and separate funding would not be cost effective.	
Overall rationale for funding	As all of the regional benefits from this activity, then the General rate is considered the most appropriate funding source.	

Pest Activities <i>Council conducts pest management activities for economic and environmental outcomes.</i>	OPEX	Fees & User charges	Regional pest management plan	Up to 10 percent
		Subsidies	Regional pest management plan	Up to 10 percent
		Targeted rate	All	Nil
		General rate	Regional pest management plan	80-100 percent
	Regional predator control programme		100 percent	
	CAPEX	Borrowings (Debt)	All	Not required
		Proceeds from asset sales		
Reserve funds				
Community outcome	Thriving Environment			
Purpose / rationale for activity	Pest management supports economic activity and improves environmental outcomes.			

Who benefits? How are the benefits distributed?	<p>The regional community benefits from reduced spread of unwanted pest damage to high value ecosystems, and reduced pest impact on safety, amenity, and social values. They also benefit from the access to high quality foods and the economic benefits of agriculture and horticulture activity.</p> <p>Primary producers benefit from</p> <ul style="list-style-type: none"> • reduced loss of pasture • reduced loss of crops • reduced damage to trees and shrubs • sustained and increased primary production. <p>Cattle and deer farmers in operational areas benefit from reduced risk of disease to farmed animals.</p>
Timeframe of benefits	On-going
Does anyone cause Council to provide this service?	Pest management, including possum control activities are undertaken in line with Biosecurity Act 1993, and the National Policy Direction for Pest Management.
Rationale for separate funding	Council provides two pest management programmes, with different funding policies, separate funding is useful to demonstrate the benefits of each activity.
Overall rationale for funding	As all of the regional benefits from this activity, then the general rate is considered the most appropriate funding source.

Harbour Activities	OPEX	Fees & User charges	Navigational aids and communications service	60 percent commercial shipping (collected by CentrePort)
			Education- Enforce maritime safety regulations	Nil
			Pollution clean-up – Oil	Nil
			Pollution clean-up – other	100 percent charge to polluters, where they can be identified and charged
		Subsidies	Pollution clean-up – Oil (only)	95 percent Maritime NZ
		Targeted rate	All	Nil
		General rate	Navigational aids and communications service	40 percent
			Education- Enforce maritime safety regulations	100 percent
			Pollution clean-up – Oil	5 percent

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			Pollution clean-up – other	Up to 100 percent
	CAPEX	Borrowings (Debt)	All <i>Not required for Education - Enforce maritime safety regulations</i>	Primary source
		Proceeds from asset sales		When available
		Reserve funds		When available
Community outcome	Resilient Future			
Purpose / rationale for activity	Council provides this service to support safe commercial shipping and recreational activities in the regional harbours.			
Who benefits? How are the benefits distributed?	Commercial shipping is the major economic beneficiary of this service. Maritime traffic in the harbours benefit from Beacon Hill Communications station, navigational aids, and the enforcement of maritime safety regulations. People using recreational boats and yachts also benefit substantially. Recreational boat users benefit from navigational aids, education programmes, and the enforcement of maritime safety regulations. Other harbour users receive a small benefit from the enforcement of maritime safety regulations. The rest of the region gets some residual benefit.			
Timeframe of benefits	Ongoing			
Does anyone cause Council to provide this service?	Maritime traffic (commercial and recreational) is the major activity that creates the need for Council to provide navigational aids and safety services. Polluters create the need for monitoring, regulations and clean up services.			
Rationale for separate funding	Separate funding via targeted rates is not sensible for this activity, because Council cannot identify and targeted landowners who would be the major beneficiaries of services for activities on and about water.			
Overall rationale for funding	Council considers that those who benefit from the activity or contribute the need for the activity should contribute to the recovery of those costs (60 to 100 percent) using fees and charges. The balance after any subsidies and after an allowance for any fees, the general rate is considered the most appropriate funding source.			

Regional Parks	OPEX	Fees & User charges*	Up to 10 percent
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<p><i>Council manages a network of regional parks and forests for the community's use and enjoyment. Council works with mana whenua and community groups to protect the environment within regional parks</i></p>		Subsidies	From time to time, Parks receive additional funds, such as the Low Carbon Acceleration fund (LCAF) to fund specific projects in parks.
		Targeted rate	Nil
		General rate	The remainder on general rate (90 percent)
	CAPEX	Borrowings (Debt)	Primary source
		Proceeds from asset sales	When available
		Reserve funds	When available
Community outcome	Thriving Environment, Resilient Future and Connected Communities		
Purpose / rationale for activity	Council provides regional parks for community recreation and enjoyment, and to protect regionally significant landscapes, bush, and heritage features.		
Who benefits? How are the benefits distributed?	<p>Individuals and groups who use the overnight facilities (such as camping) at various regional parks. Organisations that use parks for commercial purposes. This includes, for example-</p> <ul style="list-style-type: none"> ▪ grazing (horses) ▪ film making ▪ outdoor activities ▪ education activities <p>The region and the whole country benefit from being able to enjoy regionally significant landscapes, bush, and heritage features. The whole country benefits from the preservation of nationally significant landscapes, forests, and heritage features.</p>		
Timeframe of benefits	Ongoing		
Does anyone cause Council to provide this service?	No		
Rationale for separate funding	<p>There is no particular need to fund this activity separately. Council reports on the financial and service performance for this activity in its Annual Report.</p>		

Overall rationale for funding

While there are benefits to individuals, groups and commercial organisations that use parks, they contribute by way a fees & charges, and all of the regional benefits from this activity, therefore the general rate is considered the most appropriate funding source for the remainder of funding required.

**Fees and charges apply to organised events, farming and other leases, license fees and other added value services. Not for park visitors.*

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Flood Protection

<p>Flood Protection <i>Council invests in and maintains flood protection and control works to protect lives and economic continuity in the region.</i></p>	<p>OPEX</p>	Fees & User charges	All	Nil
		Subsidies	All	Nil
		Targeted rate	Understanding Flood Risk	Nil
			Maintaining Flood Protection and Control Works	The balance of costs (i.e., 50 – 100 percent) met via targeted rates in the local authority area or via scheme rates or direct contribution from both the direct beneficiaries on the floodplain and the beneficiaries in the economic catchment area.
			Improving Flood Security	
			River Management	
			Wairarapa River Management (Lower Valley and Waiohine, excl. Upper Ruamahanga)	
			Te Kāuru Catchment	
			Waiōhine River Stopbank	
		General rate	Understanding Flood Risk	
			Maintaining Flood Protection and Control Works	Up to 50 percent
			Improving Flood Security	
			River Management	
			Wairarapa River Management (Lower Valley and Waiohine, excl. Upper Ruamahanga)	
Te Kāuru Catchment				
Waiōhine River Stopbank				

	CAPEX	Borrowings (Debt)	All (Note: None required for Understanding Flood Risk)	Primary source
		Proceeds from asset sales		When available
		Reserve funds		When available
Community outcome		Resilient Future		
Purpose / rationale for activity		Council provides flood protection services to protect the lives and property of people within the region.		
Who benefits? How are the benefits distributed?		<p>Property owners (private, Crown, territorial authorities, others) and residents in flood hazard zones are the major beneficiaries of these activities. They benefit from-</p> <ul style="list-style-type: none"> ▪ information about flood hazards ▪ flood warnings ▪ flood protection structures that directly protect lives and property, and downstream areas. <p>Local communities and catchments benefit from:</p> <ul style="list-style-type: none"> ▪ Information about flood hazards to support land use planning ▪ having their local infrastructure protected (schools, hospitals, roads and emergency lifelines, parks, and reserves). <p>Utilities benefit from:</p> <ul style="list-style-type: none"> ▪ information about flood hazards ▪ flood warnings ▪ flood protection structures that directly protects their infrastructure (electricity transmission, telecoms, etc). <p>The region as a whole benefits from:</p> <ul style="list-style-type: none"> ▪ advice about flood emergencies ▪ any environmental protection that flood protection provides ▪ protected arterial transport routes. <p>Property owners (including utility companies), and residents and flood hazard zones are the major beneficiaries of all these activities. Local communities, (including property owners in flood hazard zones) are also substantial beneficiaries of flood protection and control works in their communities. The community as a whole receives a relatively small share of the benefits.</p>		

Timeframe of benefits	Ongoing
Does anyone cause Council to provide this service?	No
Rationale for separate funding	Because of the substantial private benefits from these activities, and Council’s considerable commitment to this group of activities, separate funding provides transparency and accountability benefits.
Overall rationale for funding	The balance of cost (50 to 100 percent) met via targeted rates on the local authority area, scheme rates or catchment rates

Flood Protection – Drainage Schemes <i>Council conducts regular drainage maintenance for 14 different scheme areas due to historic agreements to help improve the agricultural and horticultural use of land.</i>	OPEX	Fees & User charges	All	Nil
		Subsidies	All	Nil
		Targeted rate	Gravity Drainage Schemes	100 percent Based on \$ per hectare and where the land is situated.
			Pump Drainage Schemes	
	General rate		Nil	
	CAPEX	Borrowings (Debt)	All	Not required
		Proceeds from asset sales		
Reserve funds				
Community outcome	Resilient Future			
Purpose / rationale for activity	Council provides drainage services to improve the agricultural and horticultural use of land in the Wairarapa.			
Who benefits? How are the benefits distributed?	Water and drainage schemes that enable greater productive use of the land			
Timeframe of benefits	On-going			
Does anyone cause Council to provide this service?	The landowners that use the land in the drainage scheme areas.			

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Rationale for separate funding	There are substantial private benefits from these activities, and the assets are 100 percent privately owned therefore a separate funding provides transparency and accountability benefits.
Overall rationale for funding	Only the private landowners in the scheme areas benefit from this activity, therefore 100 percent of the costs for this activity are worn by the ratepayers in these targeted areas.

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Metlink Public Transport

This section includes:

- Public Transport

Public Transport	OPEX	Fees & User charges	Approx. 30 percent of total operating revenue from fares and other user charges over the years of the Long-Term Plan. To maintain the fares share of funding, fares will be adjusted annually with inflation within three percent, subject to Council decisions through annual fares and budget review.
		Subsidies	Level of contribution from Crown agencies, primarily Waka Kotahi is determined by Waka Kotahi’s Funding Assistance Rates (51 percent to 100 Percent depending on activity) and co-investment policy.
		Targeted rate	Balance, calculated on ECV, with targeted differentials based on land use, location and provision of service, up to the levels set by the rates (increase) affordability benchmark. <i>Differentials are stated in the funding impact statement.</i>
		General rate	Nil
	CAPEX	Borrowings (Debt)	Primary source- Waka Kotahi does not contribute to debt funding, therefore borrowing is the primary source for capital expenditure.
		Subsidies	Waka Kotahi (50- 60 percent) Other central government agencies (up to 100 percent) Third party private funding (up to 100 percent)
		Proceeds from asset sales	When available
		Reserve funds	When available
Community outcome	Connected community		
Purpose / rationale for activity	Public transport makes a significant contribution to the region’s economic prosperity in a way that is environmentally and socially sustainable.		

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Who benefits? How are the benefits distributed?	The region as a whole benefits from reduced emissions, fewer vehicles on the road, safer roads, abilities for tourism and economic dispersal, and more liveable environments. Public transport benefits the people who use it directly, enabling them to get to work, school, retail, and social activities.
Timeframe of benefits	Ongoing
Does anyone cause Council to provide this service?	No
Rationale for separate funding	Public transport is the single largest activity that Council funds. A mixture of user charges (fares) and targeted rates provide transparency to service users, residents, ratepayers, and funders about the costs and relative shares paid by different groups.
Overall rationale for funding	<p>Council applies user charges (fares) for Individuals/users benefits gained by people who use public transport or receive those a direct benefit.</p> <p>After receiving subsidy, the Council has concluded that the targeted differential ECV rates, taking into account the location and level of service for public transport, is the most appropriate funding source.</p> <p>The target differential categories are based on the following:</p> <ul style="list-style-type: none"> ▪ Residential and location and level of service ▪ Business and location ▪ Rural

Regional Partnerships and Strategy

This section includes:

- Relationships with mana whenua
- Regional transport planning and programmes
- Regional Economic Development
- Emergency management
- Democratic services
- Warm Greater Wellington (Regional initiative)
- Wellington Regional Stadium
- Climate Change
- Transport Analytics Unit (Regional Transport)

Relationships with Mana Whenua <i>Council builds and maintain constructive partnership relationships with iwi and Māori of the region to support Māori participation in decision-making to deliver Council's outcomes.</i>	OPEX	Fees & User charges	Nil
		Subsidies	Te Hunga Whiriwhiri receives occasional grants and subsidies that are used to fund specific mana whenua partners initiatives.
		Targeted rate	Nil
		General rate	100 percent
	CAPEX	Borrowings (Debt)	Not required
		Proceeds from asset sales	Not required
		Reserve funds	Not required
Community outcome	Connected Communities		
Purpose / rationale for activity	This activity enables Council to build and maintain constructive partnership relationships with iwi and Māori of the region.		
Who benefits? How are the benefits distributed?	Councils are obligated to ensure that we work in a partnership approach with mana whenua that enables iwi Māori and kaitiaki to fulfil their obligations as natural managers of the world, through their kaitiaki roles and responsible.		

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	Regional communities’ benefit from the quality of decision making that is enabled when mana whenua participate in decisions that affect them.
Timeframe of benefits	Ongoing
Does anyone cause Council to provide this service?	No
Rationale for separate funding	There is no particular need to fund this activity separately. Council reports on the service performance for this activity in its Annual Report.
Overall rationale for funding	As all of the regional benefits from this activity, then the General rate is considered the most appropriate funding source.

Regional Transport Planning and Programmes <i>Council plans for the long-term development of the region’s land transport network.</i>	OPEX	Fees & User charges	Regional Transport Planning and Programmes	Nil
		Subsidies		Up to 60 percent (Waka Kotahi)
		Targeted rate		Nil
		General rate		Remaining balance of the funding
	CAPEX	Borrowings (Debt)		Not required
		Proceeds from asset sales		Not required
		Reserve funds		Not required
Community outcome	Connected Communities			
Purpose / rationale for activity	A plan for development of the region’s land transport network is essential for integration with territorial authority plans, and to enable the efficient transport of people and goods.			
Who benefits? How are the benefits distributed?	The community as a whole benefits from transport infrastructure planning services.			
Timeframe of benefits	Ongoing			
Does anyone cause Council to provide this service?	No			

Rationale for separate funding	There is no particular need to fund this activity separately. Council reports on the service performance for this activity in Annual Report.
Overall rationale for funding	As all of the regional benefits from this activity, then providing for any subsidies the general rate is considered the most appropriate funding source.

Regional Economic Development <i>Council supports growth and economic development in the region.</i>	OPEX	Fees & User charges	Nil
		Subsidies	Nil
		Targeted rate	100 percent. Charged on differential basis by land use, being: - Capital value for businesses - A fixed-rate on residential and rural ratepayers
		General rate	Nil
	CAPEX	Borrowings (Debt)	Not required
		Proceeds from asset sales	Not required
		Reserve funds	Not required
Community outcome	Resilient Future		
Purpose / rationale for activity	Council promotes economic growth and hosts this activity on behalf of the region.		
Who benefits? How are the benefits distributed?	Business communities are the primary beneficiaries of economic growth and increased wealth within the region. The community as a whole benefit to a lesser extent.		
Timeframe of benefits	Ongoing		
Does anyone cause Council to provide this service?	No		

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Rationale for separate funding	Separate funding enables Council to apply revenue requirements that are consistent with the levels of benefit that different ratepayer categories receive. Separate funding also supports accountability and transparency to the ratepayers who fund the activity
Overall rationale for funding	<p>Businesses greatly benefit from the united approach to attracting visitors and commercial opportunities that actively spend money and enhancing their business.</p> <p>Residents benefit from the enhanced lifestyles with modern amenities, things to see and do, accessibility and a greater sense of security which is vital for health and wellbeing.</p> <p>Therefore, the most appropriate funding source is based on capital value rating for business and CBD category, and a fixed rate on all other properties (residential and rural).</p>

Emergency Management <i>Council contributes to emergency preparedness and management services within the region.</i>	OPEX	Fees & User charges	Territorial authorities in the Wellington Region shall fund the operational and capital costs of WREMO on a pro rata basis using population
		Subsidies	Eligible response costs may be partially reimbursed by government described in clause 89(1) of the National CDEM Plan Order 2015.
		Targeted rate	Nil
		General rate	Contribution at a rate of up to 40 percent of the total WREMO approved budget
	CAPEX	Borrowings (Debt)	Primary source
		Proceeds from asset sales	When available
		Reserve funds	When available
Community outcome	Resilient community		
Purpose / rationale for activity	Wellington region has a wide range of natural hazards (earthquake, flooding, landslides etc.) and hazard risks (biological, chemical, terrorism etc.), and the region needs to be prepared to provide emergency services		
Who benefits? How are the benefits distributed?	The community as a whole benefit from these services		
Timeframe of benefits	Ongoing		

Does anyone cause Council to provide this service?	No
Rationale for separate funding	There is no particular need to fund this activity separately. Council reports on the service performance for this activity in the Annual Report.
Overall rationale for funding	As all of the regional benefits from this activity, then the general rate is considered the most appropriate funding source.

Democratic Services <i>Council conducts democratic elections that are free from interference. Council supports elected members to engage with their communities and to make informed decisions.</i>	OPEX	Fees & User charges	Nil
		Subsidies	Nil
		Targeted rate	Nil
		General rate	100 percent
	CAPEX	Borrowings (Debt)	Not required
		Proceeds from asset sales	Not required
		Reserve funds	Not required
Community outcome	Connected communities		
Purpose / rationale for activity	Democratic services enable citizens and communities to engage with decision makers for the benefit of the region. These services also support Councillors in the performance of their roles		
Who benefits? How are the benefits distributed?	The community as a whole benefits from these services.		
Timeframe of benefits	Ongoing		
Does anyone cause Council to provide this service?	No		
Rationale for separate funding	There is no particular need to fund this activity separately. Council reports on the financial and service performance for this activity in its Annual Report.		

Overall rationale for funding	As all of the regional benefits from this activity, then the general rate is considered the most appropriate funding source.
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Warm Greater Wellington- Regional Initiative <i>Council provided funding for home insulation and heating to improve living standards and air quality.</i>	OPEX	Fees & User charges	Nil
		Subsidies	Nil
		Targeted rate	100 percent. This targeted rate is applied to ratepayers that choose to opt-in to the scheme. They are also charged a 7 percent interest for the lending.
		General rate	Nil
	CAPEX	Borrowings (Debt)	Not required
		Proceeds from asset sales	Not required
		Reserve funds	Not required
Community outcome	Resilient community		
Purpose / rationale for activity	Good quality insulation helps keep the heat in during winter and out during summer. This makes houses easier and cheaper to heat properly, and more comfortable and healthier to live in.		
Who benefits? How are the benefits distributed?	The major beneficiaries are those ratepayers who use the scheme. Wainuiomata and Masterton will also benefit when their airsheds no longer breach air quality standards.		
Timeframe of benefits	This scheme is no longer accepting applications. Those who are still paying back their loan are due to be completed by 2032.		
Does anyone cause Council to provide this service?	No		
Rationale for separate funding	Separate funding enables Council to target those who benefit from the activity.		
Overall rationale for funding	As the major beneficiaries are those ratepayers who take up the funding and specific areas, then a target rate is considered the most appropriate funding source		

Wellington Regional Stadium	OPEX	Fees & User charges	Nil
		Subsidies	Nil
		Targeted rate	A differential targeted rate based on location and capital value
		General rate	Nil
	CAPEX	Borrowings (Debt)	Primary source
		Proceeds from asset sales	Not required
		Reserve funds	Not required
Community outcome	Strong economy		
Purpose / rationale for activity	The Sky Stadium holds significant events, such as concerts and sports that bring significant social, cultural and economic benefits to the Region. To capitalise these benefits for the region, it is important that we support the stadium with matters such as earthquake strengthening and maintenance.		
Who benefits? How are the benefits distributed?	The benefits of the stadium extend across the region because of its ability to host a diverse range of events and attract a diverse range of visitors who may use their time to explore the region. However, the benefits of the stadium are greater for those within a closer proximity. Wellington residents and businesses receive the most benefits as they have the easiest access to the stadium and the vast numbers of visitors to the stadium use the surrounding area for accommodation, food and entertainment.		
Timeframe of benefits	Ongoing		
Does anyone cause Council to provide this service?	No		
Rationale for separate funding	Other than the benefit associated with targeted rates, no additional benefit was identified.		
Overall rationale for funding	These events are for everyone in the region to enjoy their favourite sports, music, cultural events, fairs and so much more. The positive flows from diverse events improve mental health and wellbeing for people in the region. The stadium improves the hospitality industry closest to the infrastructure, providing services to the vast number of visitors to the events. It also creates more opportunities for sponsorship, advertising and mobile businesses.		

	<p>For residents up the Kāpiti Coast or in the Wairarapa, access to the stadium is limited as the distance to travel is considerable, making their benefit less than the other TA areas.</p> <p>Therefore, a differential targeted rate based on capital value is considered the most appropriate funding source:</p> <ul style="list-style-type: none"> ▪ Wellington CBD- 2 ▪ All other Wellington properties- 1.2 ▪ Porirua City, Hutt City, Upper Hutt City- 1 ▪ Kāpiti Coast District, Wairarapa territorial authority areas- 0.5
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<p>Climate Change</p> <p><i>Council works both within our organisation and regionally to reduce emissions and prepare for the impacts of climate change.</i></p>	OPEX	Fees & User charges	Nil
		Subsidies	Nil
		Targeted rate	Nil
		General rate	100 percent
	CAPEX	Borrowings (Debt)	Not required
		Proceeds from asset sales	Not required
		Reserve funds	Not required
Community outcome	Resilient Future and Thriving Environment		
Purpose / rationale for activity	Council must consider our ability to remedy or mitigate the effects of climate change, as well as demonstrating leadership to our communities in emission reductions.		
Who benefits? How are the benefits distributed?	The community as a whole benefits from these services.		
Timeframe of benefits	Ongoing		
Does anyone cause Council to provide this service?	No		

Rationale for separate funding	There is no particular need to fund this activity separately. Council reports on the financial and service performance for this activity in its Annual Report.
Overall rationale for funding	As all of the regional benefits from this activity, then the general rate is considered the most appropriate funding source.

Transport Analytics Unit (Regional Transport) <i>Council manages the delivery of transport modelling and analytics to regional stakeholders</i>	OPEX	Fees & User charges	Approx. 1/3 Council contributions - <i>Hutt City Council</i> - <i>Porirua City Council</i> - <i>Kāpiti Coast District Council</i> - <i>Wellington City Council</i> - <i>Greater Wellington Regional Council</i> Approx. 1/3 Waka Kotahi
		Subsidies	Approx. 1/3 Waka Kotahi FAR matching Council contributions
		Targeted rate	Nil
		General rate	Greater Wellingtons contribution approx. 25 percent
	CAPEX	Borrowings (Debt)	Not required
		Proceeds from asset sales	Not required
		Reserve funds	Not required
Community outcome	Connected Communities		
Purpose / rationale for activity	The operation of Wellington Transport Analytics Unit is to deliver transport modelling and analytics to regional stakeholders, improving the consistency of analytics across the region and delivering best value to stakeholders		
Who benefits? How are the benefits distributed?	Greater Wellington, Waka Kotahi, Regional TLA partners and major projects being undertaken in the Wellington Region (e.g. Riverlink) will benefit from the modelling and analytics being undertaken by WTAU		
Timeframe of benefits	On-going		

Attachment 1 to Report 24.58

Does anyone cause Council to provide this service?	No
Rationale for separate funding	Funding transport analytics distinctly from other services has benefits for transparency and accountability.
Overall rationale for funding	Funding to support the GWRC contribution towards the operation of the Wellington Transport Analytics Unit.

DRAFT

Water Supply

This section includes:

- Water Supply

Bulk Water Supply <i>Council provides bulk water to Wellington Water Limited (WWL) who manages the water network and provides drinking water to shareholding territorial authorities (Wellington city, Hutt city, Upper Hutt city, and Porirua city).</i>	OPEX	Fees & User charges	Up to 100 percent volumetric levy on the participating territorial authorities. The remaining balance applied to other bulk water users.
		Subsidies	Nil
		Targeted rate	Nil
		General rate	Nil
	CAPEX	Borrowings (Debt)	Primary source
		Proceeds from asset sales	When available
		Reserve funds	When available
Community outcome	Strong economy, healthy environment, resilient community		
Purpose / rationale for activity	Clean, safe drinking water is absolutely essential for life. It is also has a range of other important uses: <ul style="list-style-type: none"> ▪ residential purposes (gardens, swimming pools) ▪ community purposes (parks, swimming pools, schools, hospitals, turf, and other recreation services). ▪ industrial purposes (hygiene, other uses). 		
Who benefits? How are the benefits distributed?	The participating territorial authorities benefit from: <ul style="list-style-type: none"> ▪ being able to provide potable water for their residents ▪ the efficiency of a coordinated water collection, treatment, and distribution system 		
Timeframe of benefits	Ongoing		

Attachment 1 to Report 24.58

Does anyone cause Council to provide this service?	No
Rationale for separate funding	Water is supplied in bulk to territorial authorities; a volumetric levy is a fairer and more efficient funding tool. Funding water supply services distinctly from other services has benefits for transparency and accountability.
Overall rationale for funding	Volumetric levy (95 percent- 100 percent) on the participating territorial authorities and other user charges may also be applied to other bulk water users is considered the most appropriate funding source.

DRAFT

Appendices

The General Rate

The following activities are funded, fully or partial, using the General Rate. They have been deemed by council to have benefits that are region-wide and applicable to all rating categories on a Capital Value basis.

Activity	Portion of general rate
Environment	
Biodiversity and Biosecurity	
Key Native Ecosystems (KNE) programme	100 percent
'Other' Biosecurity activities	100 percent
Regional predator control programme	100 percent
Regional pest management plan	80-100 percent
Harbour Management	
Navigational aids and communications service	40 percent
Education - Enforce maritime safety regulations	100 percent
Pollution clean-up – Oil	5 percent
Pollution clean-up – other	Up to 100 percent
Resource management	
Policy and planning	100 percent
State of the environment monitoring	80- 90 percent
Compliance & enforcement and pollution prevention	Up to 100 percent for investigations where a liable party cannot be identified.
Environment Restoration Activities	
Environment restoration programme	Up to 75 percent
Environment restoration advice	100 percent
Erosion schemes	Up to 50 percent
Nursery operations	Up to 10 percent
Regional Parks	90 percent
Flood Protection	
Understanding food risk	100 percent
Maintaining flood protection and Control works	Up to 50 percent
Improving flood security	Up to 50 percent
River management	Up to 50 percent
Wairarapa river management (lower valley and Waiohine, excl. Upper Ruamahanga)	Up to 50 percent
Te Kāuru catchment	Up to 50 percent
Waiōhine river stopbank	Up to 50 percent
Regional Strategy & Partnerships	
Democratic services	100 percent
Emergency management	Up to 40 percent
Mana whenua engagement	100 percent
Regional Transport Planning and Programmes	Approx. 50 percent
Climate change	100 percent
Transport analytics unit (regional transport)	Approx. 25 percent

Council
29 February 2024
Report 24.22



For Decision

APPOINTMENT OF AND REMUNERATION FOR THE WELLINGTON REGIONAL LEADERSHIP COMMITTEE CHAIRPERSON

Te take mō te pūrongo

Purpose

1. To advise Council of the appointment of the Chairperson of the Wellington Regional Leadership Committee (the Committee), and their associated remuneration.

He tūtohu

Recommendations

That Council:

- 1 **Notes** that, as the Administering Authority, Council is responsible for appointing the Chairperson of the Wellington Regional Leadership Committee and setting the Chairperson's remuneration.
- 2 **Notes** that, at its meeting on 5 December 2023, the Wellington Regional Leadership elected Darrin Apanui (Rangitāne Tū Mai Rā Trust) as its nominee for Council to appoint as Chairperson of the Wellington Regional Leadership Committee.
- 3 **Appoints** Darrin Apanui as Chairperson of the Wellington Regional Leadership Committee.
- 4 **Resolves** that the appointment of and remuneration for the Chairperson ceases 14 days after the final Wellington Regional Leadership Committee meeting of the 2022-25 triennium.
- 5 **Approves** the remuneration for the Wellington Regional Leadership Committee Chairperson as:
 - a An annual taxable honorarium of \$13,500
 - b A taxable daily fee for Committee meetings and workshops of \$470
 - c Greater Wellington's standard mileage or reimbursement of public transport costs.

Consideration by Committee

2. At its meeting on Tuesday 5 December 2023, the Committee considered:
 - a Options for how the Chairperson and Deputy Chairperson positions will work (Wellington Regional Leadership Committee – Dual Chair Options – Report 23.619)
 - b Elected its Chairperson nominee for Council to appoint, and elected its Deputy Chairperson (Process for the Appointment of the Wellington Regional Leadership Committee Chairperson and Deputy Chairperson – Report 23.645).
3. The Committee agreed that the Chairperson will not be independent (as provided for in the Committee’s Terms of Reference), but would be drawn from the local government and iwi members of the Committee.
4. The Committee also agreed that if the role of Chairperson is filled by a local government member, then the Deputy Chairperson role must be filled by an iwi member, and vice versa.
5. The Committee elected Darrin Apanui (Rangitāne Tū Mai Rā Trust) for Council to appoint as Chairperson of the Committee, and elected Council Chair Daran Ponter as Deputy Chairperson.

Te horopaki

Context

6. The Committee’s Terms of Reference provide for an Independent Chairperson, appointed by the Administering Authority (Council). Hon. Tracey Martin was appointed on 28 May 2021.
7. Hon. Tracey Martin resigned as the Independent Chairperson (and therefore from the Committee) effective 21 April 2023. Since 21 April 2023, the Committee has operated without a Chairperson with much of the responsibility being carried out by the then Deputy Chairperson (Darrin Apanui).
8. During that time as outlined in the above paragraph, a health check of the Committee was conducted. Part of the proposed recommended changes included:
 - a The Chairperson will not be independent, but will be drawn from the local government and iwi members
 - b That if the position of Chairperson is filled by a local government member, then the position of Deputy Chairperson must be filled by an iwi member, and vice versa
 - c That the Chairperson and Deputy Chairperson will act as if they are “dual chairs”.
9. At its meeting on 5 December 2023, the Committee agreed to the recommended changes for the operation of the Chairperson and Deputy Chairperson. It then elected its nominee for Chairperson for Council to appoint (Darrin Apanui), and elected its Deputy Chairperson (Council Chair Daran Ponter).

Te tātaritanga Analysis

Appointment of Chairperson

10. The current Wellington Regional Leadership Committee Agreement and Terms of Reference provides for a Chairperson, who is nominated by the Committee and approved by Council (as the Administering Authority), and a Deputy Chairperson who is appointed by the Committee.
11. Before nominating a person to be appointed as Chairperson, the Committee is required to consider if that person should be independent. The Committee agreed at its meeting on 5 December 2023 that the Chairperson need not be independent, and subsequently elected Darrin Apanui (Rangitāne Tū Mai Rā Trust) as its nominee for appointment as Chairperson by Council.
12. Officers propose that the appointment cease 14 days following the final Committee meeting of the 2022-25 triennium. The Committee will then elect its Chairperson and Deputy Chairperson at its first meeting of the 2025-28 triennium.

Remuneration

13. Council, as the Administering Authority of the Committee, is responsible for setting the remuneration of the Chairperson and iwi members of the Committee. (Where the Chairperson position is filled by a local authority member, Council will approve the remuneration of the iwi member filling the position of Deputy Chairperson.)
14. Officers have reviewed the remuneration of chairpersons of committees with a similar workload to determine an appropriate remuneration for the Committee Chairperson.
15. Officers propose that a remuneration of the following be approved for the Committee Chairperson, through to the day before the first Committee meeting of the 2025-28 triennium:
 - a An annual taxable honorarium of \$13,500
 - b A taxable daily meeting (or workshop) fee of \$470
 - c Standard mileage or reimbursement of public transport costs.
16. Officers advise that the proposed remuneration, of itself, does not trigger the contracting rule of section 3 of the Local Authorities (Members' Interests) Act 1968; therefore, prior approval by the Office of the Auditor General is not required.

Ngā hua ahumoni Financial implications

17. There are no financial implications arising from this report as the remuneration is budgeted for in the Wellington Regional Leadership Committee Secretariat's budget.

Ngā Take e hāngai ana te iwi Māori
Implications for Māori

18. Appointing Darrin Apanui as Chairperson will give effect to the Principles of Te Tiriti o Waitangi, including the principles of participation and rangatiratanga. The appointment also gives effect to the Committee’s key objective of working in partnership with Māori and iwi, including the Committee’s agreement that the positions of Chairperson and Deputy Chairperson would be shared between local government and iwi members, and act as if they are “dual chairs”. The appointment will further enable effective collaboration, leadership, design, delivery and monitoring of projects and initiatives.

Ngā tikanga whakatau
Decision-making process

19. The matters requiring decision in this report were considered by staff against the decision-making requirements of Part 6 of the Local Government Act 2002.

Te hiranga
Significance

20. Staff have considered the significance (as defined by Part 6 of the Local Government Act 2002) of the matters for decision, taking into account Council’s *Significance and Engagement Policy* and Greater Wellington’s *Decision-making Guidelines*. Staff consider the matters for decision are of low significance, given their administrative nature.

Te whakatūtakitaki
Engagement

21. Due to the low significance of the decision, engagement was not considered necessary.

Ngā tūāoma e whai ake nei
Next steps

22. Darrin Apanui will be advised of Council’s decision.

Ngā kaiwaitohu
Signatories

Writer	Lucas Stevenson – Kaitohutohu Ratonga Manapori Democratic Services Advisor
Approvers	Elizabeth Woolcott – Kaiwhakahaera Matua Ratonga Manapori Manager, Democratic Services Francis Ryan – Kaiwhakahaere Mana Urungi, Manapori Head of Governance and Democracy Luke Troy – Kaiwhakahaere Matua Rautaki Group Manager, Strategy

<p style="text-align: center;">He whakarāpopoto i ngā huritaonga Summary of considerations</p>
<p><i>Fit with Council’s roles or with Committee’s terms of reference</i></p> <p>Council was appointed as the Administering Authority of the Committee, and as the Administering Authority Council has the responsibility to appoint the Committee Chairperson and approve their remuneration.</p>
<p><i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i></p> <p>The Committee agreed that the positions of Chairperson and Deputy Chairperson would be shared by local government and iwi members of the Committee. Where a local government member is the Chairperson, an iwi member would fill the position of Deputy Chairperson, and vice versa.</p> <p>Additionally, the appointment contributes to the co-design of key strategies and plans that the Committee has responsibility for.</p>
<p><i>Internal consultation</i></p> <p>The Programme Director, Wellington Regional Leadership Committee Secretariat, was consulted.</p>
<p><i>Risks and impacts - legal / health and safety etc.</i></p> <p>There are no known risks or impacts arising from this report.</p>

Council
29 February 2024
Report 24.93



For Decision

INFRASTRUCTURE NEW ZEALAND'S UNITED KINGDOM DELEGATION

Te take mō te pūrongo

Purpose

1. To advise Council that Greater Wellington has been invited to put forward a nominee for participation in Infrastructure New Zealand's 2024 United Kingdom delegation - 'Place based solutions: Learnings from the UK'.

He tūtohu

Recommendations

That Council:

- 1 **Notes** that Infrastructure New Zealand has invited Greater Wellington to be considered as a member of the 2024 delegation to the United Kingdom – 'Place based solutions: Learnings from the UK'.
- 2 **Determines** that *either*:
 - a Greater Wellington wishes be represented on this delegation; *or*
 - b The invitation is declined.
- 3 **Notes** that any Council nominee is subject to a selection process applied by Infrastructure NZ to determine the composition of the delegation.
- 4 **Approves** ... being considered for the delegation.
- 5 **Approves** the flight class for air travel to the United Kingdom as *either*:
 - a Economy class; *or*
 - b Premium Economy class.
- 6 **Approves** the expenditure directly associated with participation (if selected) on the delegation.

Te horopaki

Context

2. Infrastructure New Zealand is an incorporated society, operating as a national infrastructure membership organisation. Infrastructure New Zealand states that its core purpose is to advance best practice development of world-class transport, energy,

water, telecommunications, and social infrastructure for all New Zealanders. Greater Wellington is not a member of Infrastructure New Zealand.

3. The Council Chair has received an invitation from Infrastructure New Zealand to nominate a representative of Greater Wellington to be part of a delegation to the United Kingdom from 16 to 22 June 2024. The delegation will travel to London, Manchester and Cardiff to explore how cities and regions across the United Kingdom have implemented city and regional deals to drive growth. The delegation's programme outline is included as [Attachment 1](#).
4. Nominations are required by 5pm Friday 1 March 2024. Infrastructure New Zealand advises that selection will be prioritised on the following criteria:
 - a First time delegates
 - b Seniority, reach and influence
 - c Demographic, industry sector and geographic mix of delegates
 - d Delegates with expertise in national and regional planning and development, water supply and wastewater, transport and housing development, climate change and resilience.
5. The Council Chair has advised Infrastructure New Zealand of Greater Wellington's potential interest in seeking a place in the delegation, noting that any commitment to participate is subject to Council's consideration and resolution.

Te tātaritanga Analysis

6. The delegation's proposed programme is considered relevant to the Council's functions and responsibilities (**Attachment 1**), and to the Government's policy intent to develop regional deals with local government.
7. Under the Council's Sensitive Expenditure (Elected Members) Policy:
 - a Overseas travel and related expenditure by Councillors must have prior authorisation by a Council resolution in a public session
 - b Air travel is Economy Class unless the Council approves a higher class of travel for flights of more than six hours duration.
8. The estimated travel costs for a representative to be part of the delegation are:
 - a \$9,100¹ for hotel accommodation; travel within the United Kingdom; most meals; all site visits, transportation and meeting venue costs, and delegation coordination costs
 - b Approximately \$4,500 (Economy class) to \$9,000 (Premium Economy class) for return airfares from Wellington, with additional costs for hotel transfers; other meals and expenses.

¹ All costs in this report are GST inclusive.

9. Travel to participate in the delegation means a Councillor will be unavailable to attend the following meetings:
 - a Long Term Plan Committee – final meeting – 18 June
 - b Transport Committee – 20 June.

Ngā hua ahumoni
Financial implications

10. The estimated cost of participating in the delegation is approximately \$20,000, depending on flight availability and on the class of air travel determined by the Council. These costs are unbudgeted but can be met by reprioritisation within the 2023/24 Elected Members' budget.

Ngā Take e hāngai ana te iwi Māori
Implications for Māori

11. There are no specific implications for Māori arising from this report.

Te huritao ki te huringa o te āhuarangi
Consideration of climate change

12. Air travel produces carbon emissions that will contribute to Greater Wellington's annual carbon footprint.

Ngā tikanga whakatau
Decision-making process

13. The matter requiring decision in this report was considered by officers against the decision-making requirements of Part 6 of the Local Government Act 2002.

Te hiranga
Significance

14. The significance (as defined by Part 6 of the Local Government Act 2002) of the matter has been considered, taking into account Council's *Significance and Engagement Policy* and Greater Wellington's *Decision-making Guidelines*. The matter is considered to be of low significance due to its administrative nature.

Te whakatūtakitaki
Engagement

15. Due to the low significance of the matters for decision, no external engagement was required.

Ngā tūāoma e whai ake nei

Next steps

16. If Council authorises the proposed travel, officers will organise the trip arrangements.

Ngā āpitihanga

Attachment

Number	Title
1	Programme outline for Infrastructure New Zealand – United Kingdom 2024 Delegation

Ngā kaiwaitohu

Signatories

Writer	Will Ogier – Kaitohutohu Matua Principal Advisor Democratic Services
Approvers	Francis Ryan – Kaiwhakahaere Mana Urungi, Manapori Head of Governance and Democracy Luke Troy – Kaiwhakahaere Matua Rautaki Group Manager Strategy

He whakarāpopoto i ngā huritaonga Summary of considerations
<i>Fit with Council's roles or with Committee's terms of reference</i> In accordance with the Council's Sensitive Expenditure (Elected Members) Policy, overseas travel and related expenditure must have prior authorisation by Council resolution in a public session.
<i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i> None.
<i>Internal consultation</i> None.
<i>Risks and impacts - legal / health and safety etc.</i> There are no known risks or impacts.

Attachment 1 to Report 24.93

Infrastructure New Zealand
International Delegation

Place based
solutions:
**Learnings
from the UK**

London, Manchester, Cardiff
United Kingdom

June 2024



Infrastructure[®]
New Zealand

Attachment 1 to Report 24.93

Aotearoa New Zealand must chart a new course with the way we plan, fund and build our infrastructure. Success will not come from a centrally driven strategy where Wellington decides the infrastructure priorities of regions and cities alone. We must build a revised system of shared responsibility for planning, funding and delivering infrastructure.

There is a growing consensus on the need to access new funding mechanisms - and to power up local and regional governments to enable them to create their own destiny by driving and building projects that better meet the economic and social needs of communities. For this to be achieved, Local Government must be a stable and mature funding and delivery partner for both central government and private partnerships.

We've relied too heavily on Central Government as the savior to our challenges for too long - and they have proven they don't have the understanding or the sophistication to truly power up in the way our cities and regions need

Aotearoa New Zealand tends to be inward in our search for models and systems that will assist in improving the faster building of better infrastructure. Over a number of years, Infrastructure New Zealand has led examinations of what other nations are doing to unlock the opportunities through better funding and delivery partnerships between the different levels of Government - and the private sector.

We look forward to hosting you on this delegation to the United Kingdom.

Nick Leggett
Chief Executive



Cardiff Bay Pier
Cardiff, Wales

Background

Attachment 1 to Report 24.93

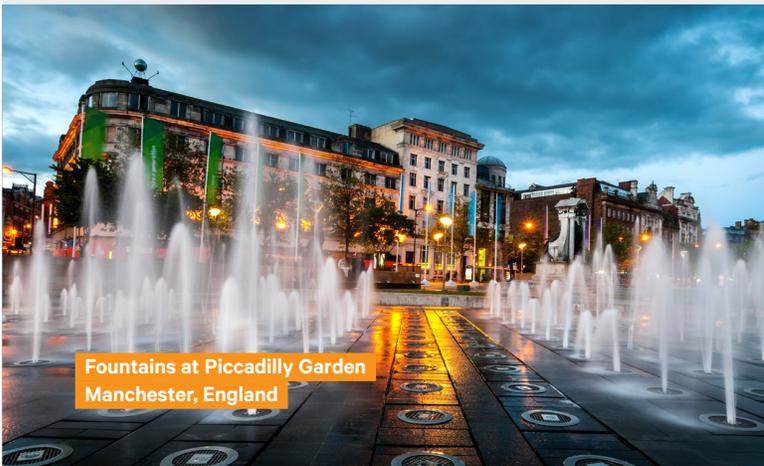
Infrastructure New Zealand leads delegations of senior public and private sector infrastructure leaders overseas to explore new ideas and approaches to delivering infrastructure.

We are pleased to announce that we will be travelling to London, Manchester and Cardiff from Sunday 16 June to Saturday 22 June 2024 to explore how cities and regions across the United Kingdom have implemented city and regional deals to drive growth. We also plan to understand Welsh water service provision arrangements and opportunities to draw on their experience as we consider the future of our water infrastructure here in Aotearoa New Zealand

Priority topics for investigation include:

1. City Deals
2. Water Reform
3. Devolution

Infrastructure New Zealand delegations are targeted at CEO and GM level management of public and private sector organisations. They are designed to provide an opportunity for industry leaders to interface with global peers, share knowledge and experience, build relationships and create a cohort of strategic leaders to champion best practice infrastructure planning, funding and delivery across New Zealand.



Programme Outline

Attachment 1 to Report 24.93

Day 0
Sunday
16 June

LONDON →

On arrival, we will be hosted by the New Zealand Ambassador to the United Kingdom, the Honourable Phil Goff, and don our dancing shoes at an optional Abba voyage experience.

Dinner with the ambassador will set the scene for our time in the United Kingdom and give us insight into the state of play there.

Day 1
Monday
17 June

LONDON →

Day one will have a focus on water infrastructure as we learn from what has gone well – and what hasn't, at Water UK and with Whitehall officials.

Front of mind will be the future of water reform here in Aotearoa, and the lessons we can take forward.

Day 2
Tuesday
18 June

LONDON →

Day two of the trip will centre on the UK's experience of city and regional deals since they first developed them in 2012. We will hear from central government officials' perspectives about its implementation, and policy and legislative arrangements.

Lunch at the iconic Battersea Power Station will be followed by a visit to London's rail system and a presentation on its future development.

Programme Outline

Attachment 1 to Report 24.93

Day 3
Wednesday
19 June

Day 4
Thursday
20 June

Day 5
Friday
21 June

MANCHESTER →

MANCHESTER →

CARDIFF →

Day three will focus on the regeneration possible through city and regional deals. We will speak to officials in Manchester as well as leading proponents of place-based agreements, Sir Howard Bernstein and Mayor Andy Burnham.

Often with infrastructure and community outcomes, you have to see it to believe it. We will spend day four touring key sites central to Manchester's city deal to observe the benefits of revitalisation, including Manchester Stadium.

In Wales, we will focus on their unique water service provision arrangements and opportunities to draw on their experience. Dŵr Cymru – Welsh Water is a not for profit water service provider.

This differentiates it from water companies operating in England and restores it to the same organisational status as water supply utilities in Scotland and the pre-privatisation water supply undertakings in England. We will seek to understand their model and how its key features might present opportunities for Aotearoa.

Attachment 1 to Report 24.93

Invitation

We are delighted to extend an invitation to you or a senior member of your team to join the 2024 Infrastructure New Zealand delegation to the UK.

We have a limited capacity of 25 places for the delegation and expect a high response rate. To secure your opportunity, we encourage early registration of interest. While we aim to allocate places on a first-come, first-served basis, please be aware that due to the anticipated demand, registration alone does not guarantee a place on the delegation. In the event of an overwhelming number of registrations, selection will be prioritised based on the below criteria.

- First-time delegates.
- Seniority, reach and influence.
- Demographic, industry sector and geographic mix of delegates.
- Delegates with expertise in national and regional planning and development, water supply and wastewater, transport and housing development, climate change and resilience.

Infrastructure New Zealand will make every attempt to be fair and equitable in allocating places, however our decision will be final.

Cost

Public sector delegate \$7,900 + GST
Private sector delegate \$9,900 + GST

Inclusions:

- Hotel accommodation from Sunday 16 June to Saturday 22 June 2024
- Travel from London to Manchester
- Travel from Manchester to Cardiff
- All breakfasts, most lunches and some dinners
- All site visits, transportation and meeting venue costs
- Delegation co-ordination fees.

Exclusions:

- Inbound and outbound flights from New Zealand to United Kingdom
- Transfers from airport to first hotel and from last hotel to airport
- Insurance
- Optional social activities.



London Skyline
City of London, England

Attachment 1 to Report 24.93

Timeline

If you would like to be considered for the 2024 Infrastructure New Zealand UK Delegation, please [click here](#) to submit your name, position, organisation and one paragraph which addresses the below selection considerations by 5pm Friday 1 March 2024.

Successful delegates will be notified the following week and will be required to sign a Delegation Code of Conduct and pay the delegation fee by 8 March 2024. The Delegation Code of Conduct will include reference to the following:

- Compliance with local laws
- Respect of other delegates and hosts
- Professionalism and integrity to be displayed at all times whilst on the Delegation

For further information please email issy.pasley@infrastructure.org.nz or phone +64 21 0268 7776

Attachment 1 to Report 24.93



NEW ZEALAND'S
LEADING
INFRASTRUCTURE
MEMBER
ASSOCIATION

Council
2 February 2024
Report 24.60



For Decision

GREATER WELLINGTON'S QUARTER TWO SUMMARY 2023/24

Te take mō te pūrongo

Purpose

1. To advise the council on the performance of Greater Wellington Regional Council (Greater Wellington) for the second quarter of the 2023/24 financial year (1 October 2023 – 31 December 2023).

He tūtohu

Recommendation

That Council **accepts** Greater Wellington's performance report for the six months to 31 December 2023 (Greater Wellington's Quarter Two Summary Report as at 31 December 2023 – Attachment 1).

Te horopaki

Context

2. Quarterly reporting is an internal monitoring tool for tracking progress against Greater Wellington's work programme for 2023/24. This reporting reflects on what is going well, and indicates what issues and risks need to be managed to enable us to achieve what we have committed to in Year Three of the 2021-31 Long Term Plan.
3. A performance summary is presented to Council after the end of the related period (e.g. each quarter), and the Annual Report is presented as a full-year wrap up in lieu of a fourth quarter report.

Te tātaritanga

Analysis

4. [Attachment 1](#) provides an update on Greater Wellington's performance from 1 September 2023 to 31 December 2023, including:
 - a a high-level summary of Greater Wellington's highlights and challenges;
 - b the status, as at 31 December 2023, of our 2021-31 Long Term Plan non-financial performance measures, Chief Executive key performance indicators, and major projects;
 - c an overview of achievements and progress for the four Long Term Plan Activity Groups;

- d examples of how we have contributed to the overarching Long Term Plan Strategic Priorities during the reporting period;
- e a summary of health, safety and wellbeing performance; and
- f a summary of financial performance for the period ending 31 December 2023.

Ngā hua ahumoni

Financial implications

- 5. There are no financial implications arising from this report. Greater Wellington's financial performance for the second quarter of the 2023/24 financial year is detailed in **Attachment 1**.

Ngā Take e hāngai ana te iwi Māori

Implications for Māori

- 6. Improving outcomes for mana whenua and Māori is one of the overarching strategic priorities in Greater Wellington's 2021-31 Long Term Plan. **Attachment 1** includes highlights of activities undertaken during the second quarter of 2023/24 working towards improved outcomes for mana whenua and Māori.
- 7. The matter for decision is administrative in nature, reporting on work already completed by the Council over second quarter of 2023/24. As such no engagement has been undertaken with Māori on this matter.

Te huritao ki te huringa o te āhuarangi

Consideration of climate change

- 8. Responding to the climate emergency is one of the overarching strategic priorities in Greater Wellington's 2021-31 Long Term Plan. **Attachment 1** includes highlights of relevant activities undertaken during the second quarter of 2023/24.

Ngā tikanga whakatau

Decision-making process

- 9. The matter requiring decision in this report was considered by officers against the decision-making requirements of Part 6 of the Local Government Act 2002.

Te hiranga

Significance

- 10. Officers considered the significance (as defined by Part 6 of the Local Government Act 2002) of the matter for decision, taking into account Council's Significance and Engagement Policy and Greater Wellington's Decision-making Guidelines.
- 11. Officers recommend that this matter is of low significance as it will not impact on the Wellington Region or a particular community interest; is consistent with Greater Wellington's policies and strategies; and does not impact on Greater Wellington's capability or capacity.

Te whakatūtakitaki

Engagement

12. Due to the low significance of the matter for decision, no engagement was considered necessary.

Ngā tūāoma e whai ake nei

Next steps

13. No further action is required.

Ngā āpitihanga

Attachment

Number	Title
1	Greater Wellington's Quarter Two Summary Report as at 31 December 2023

Ngā kaiwaitohu

Signatories

Writer	Sam Ripley – Kaitohutohu Advisor, Planning and Reporting
Approvers	Zofia Miliszewska – Kaiwhakahaere Matua Head of Strategy & Performance Luke Troy – Kaiwhakahaere Matua Rautaki Group Manager Strategy Nigel Corry – Tumu Whakarae Chief Executive

He whakarāpopoto i ngā huritaonga Summary of considerations
<i>Fit with Council's roles or with Committee's terms of reference</i> One of Council's key governance functions is to review the effectiveness of Greater Wellington's performance. It is also important for public transparency that this review occurs at a Council meeting.
<i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i> Attachment 1 reports on how Greater Wellington is achieving against the expected results for Year Three of its 2021-31 Long Term Plan (the 2023/24 Annual Plan).
<i>Internal consultation</i> All Business Groups and the Executive Leadership Team were consulted in the preparation of Attachment 1. The report was also reviewed by the Chief Executive.
<i>Risks and impacts - legal / health and safety etc.</i> There are no identified risks or impacts associated with the content or recommendation in this report.

Te Pane Matua Taiao
Greater Wellington Regional Council
Summary of 2023/24 Performance
Quarter Two: 1 October 2023 to 31 December 2023

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Greater Wellington Regional Council's Summary of Quarter Two Performance 2023/24 DRAFT

Purpose

To support a 'no surprises' reporting approach by providing Council with an overview of challenges, highlights, and progress made against key measures.

Content of this report

This report summarises Greater Wellington's progress from 1 October 2023 to 31 December 2023 – the second quarter of the 2023/24 financial year – the third year of the [2021-31 Long Term Plan](#) (LTP).

Content of this report includes:

- Summary of highlights and challenges for Greater Wellington;
- progress against our 2021-31 LTP non-financial performance measures, Chief Executive key performance indicators and status of major projects;
- an overview of the quarter's performance by LTP Activity Group;
- progress against our 2021-31 LTP overarching strategic priorities;
- financial performance for the period ending 31 December 2023; and
- organisational health, safety and wellbeing as at 31 December 2023.

Recap of Quarter One – where have we come from?

At the start of the 2023/24 financial year, some work programmes and associated non-financial performance measures were impacted by the uncertainty of a change in government and the potential impacts of changes to legislation and funding streams. This occurred alongside a growing 'cost of doing business', overall challenges to affordability.

Quarter One also marked significant achievements, with a major improvement in public transport services and many environmental restoration works which were disrupted by COVID-19 and severe weather in 2022/23.

Looking ahead – where are we going?

With a signalled change to government policies and legislation and the end of some government funding streams, Greater Wellington will need to balance key services in the short term with long-term responsibilities to our communities and Te Taiao.

There are ongoing challenges to affordability from inflation, the cost of borrowing and cost of living pressures for our communities. This has been a primary dynamic in developing the 2024-34 Long Term Plan.

Overall Highlights

In Quarter Two we have seen some milestone achievements as a result of ongoing and steady work across many programmes, including environmental restoration, partnership with mana whenua, and public transport.

- **Steady delivery on environmental restoration and pest control:** Greater Wellington continued with delivery in quarter two, including restoration work. Indigenous species plantings and restoring grazed land to its native state are on track to exceed targets by June 2024. Restoration work in Wairarapa Moana wetlands is supporting the recovery of critically endangered native species such as the Australasian Bittern. The population of Bitterns in the wetlands is now among the highest in New Zealand.
- **Mana whenua and Māori represented in our Region's planning:** This quarter saw the public launch of the Mauri Tūhono framework, a major planning effort developed alongside community members and mana whenua. Mana whenua representatives and Councillors are working together to ensure that iwi views are part of the next Long Term Plan – a key means of shaping how Greater Wellington plans for the future.
- **Continuing improvements to our Public Transport services:** Following successful efforts to hire more bus drivers, we were able to reinstate many of previously suspended bus services, with a full timetable up and running by the end of January 2024. With a full complement of drivers, we are also able to progress implementation of some new services and improvements.

Overall Challenges

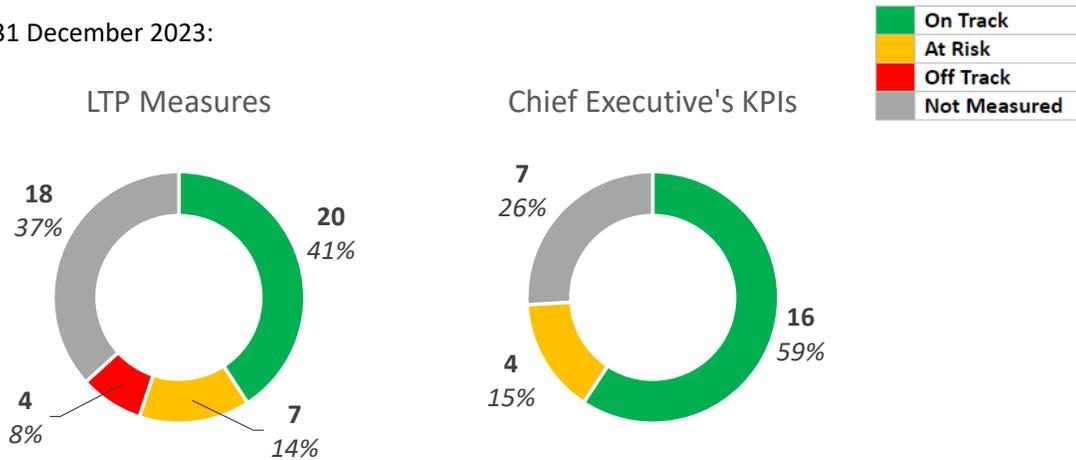
The quarter highlights how steady work can culminate in positive changes, but also saw challenges that may slow or limit such programmes in the future. With a significant change in government support alongside existing affordability challenges, today's choices on funding are likely to enable – or limit – the achievements we see in the future.

- **Changes to legislation and funding sources:** Since the election of a new government in October 2023, significant and ongoing changes have occurred as major policies were signalled to be repealed and funding sources reduced. Immediate impacts include the end of government support for Let's Get Wellington Moving, and changes to key policies and legislation such as the Affordable Water reforms and National Policy Statement on Freshwater.
- **Water infrastructure and the risk of water shortages:** A water shortage this coming summer has been forecasted by Wellington Water Limited. They have proactively led discussions and been strong advocates to addressing the inherent issue of water leaks. As the Bulk Water Supplier for the four city councils in the Region, Greater Wellington strongly supports Wellington Water's position that significant funding is needed to address the renewal of local infrastructure. The potential water shortage is being actively discussed between all the relevant stakeholders, including a multi-Council/Agency coordination group stood up by the Wellington Regional Emergency Management Office.
- **Funding of infrastructure maintenance:** There are also challenges on the horizon for maintaining rail and flood protection infrastructure. Lack of maintenance on KiwiRail owned rail network assets has already caused disruptions to Metlink rail services. Without further investment in maintenance, we face a risk of further rail service disruptions or suspensions. Major flood protection and control works are currently being maintained and are kept up to standard. A lack of budget and resourcing for maintenance means we will need to prioritise critical assets such as stopbanks, over the longer-term creating a subtle trend of asset deterioration in some, less critical, assets.

Greater Wellington Regional Council's Summary of Quarter Two Performance 2023/24 DRAFT

Non-financial Performance Indicators

As at 31 December 2023:



Commentary:

- Overall performance is positive, continuing a strong start at the beginning of 2023/24. Comparing the proportion of 'on track' indicators to previous years, we are tracking well in most areas, with some exceptions due to changes in government and funding as noted below.
- Improvements to public transport services have been a bright spot for quarter two, reinstating temporarily suspended bus services. A full contracted timetable will be operating from the end of January 2024.
- Rail infrastructure continues to be a challenge. While some restrictions on train speeds were lifted, the KiwiRail network remains undermaintained and poses significant risks for future speed restrictions or suspensions of Metlink's rail services.
- Progress on several transport and water projects has been affected by changes to central government policy and funding, including a stop-work order on Affordable Water reforms and an end to central government support for Let's Get Wellington Moving.
- Many Long Term Plan (LTP) measures and Chief Executive Key Performance Indicators (KPIs) are not measured until quarter four, as they are dependent on surveying and auditing completed at the end of the financial year. For example, the results of the Metlink passenger satisfaction survey (which is not conducted until May) accounts for approximately 15 percent of the LTP measures.

For more detailed information see: Appendix One for the LTP Non-Financial Performance Measures; Appendix Two for the Chief Executive KPIs; Appendix Three for Major Projects.

Overview of LTP Activity Group Performance

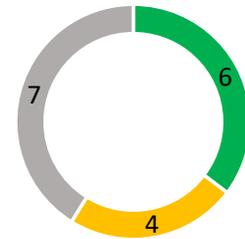
This section provides an overview of progress made by each Activity Group made during the quarter. See Appendix One for details on each LTP Performance Measure.

Ko te haumarū taiao me te wai-puke | Environment and Flood Protection

This quarter we launched the Mauri Tūhono framework, alongside mana whenua, community organisations, councils and other agencies who have made the framework possible. The Mauri Tūhono framework was designed with input and collaboration from our communities, allowing greater knowledge and local buy-in.

Implementing plans and frameworks requires steady work, and progress can be hard to see in the short run. This quarter, our restoration and pest management programmes have cumulated in some major milestones for Te Taiao. Restoration of the Wairarapa Moana wetlands has aided the recovery of matuku-hūrepo (Australasian Bittern), a critically endangered species. The wetlands now boast one of New Zealand's largest populations of matuku-hūrepo.

In pest management, the number of active rook nests (an invasive bird) was down to its lowest since the 1990's, and Predator Free Wellington's eradication programme for the Miramar Peninsula is now complete.



Ngā waka tūmatanui | Metlink Public Transport

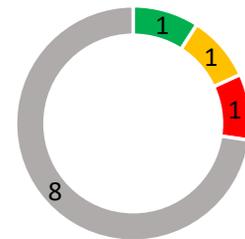
Significant milestones were achieved over quarter two, with the reinstatement of previously suspended or reduced services. All 67 Kinetic trips and weekday Tranzurban services have been reinstated and are scaling up, with the full contracted timetable operating from the end of January 2024.

Overall, public transport patronage has continued to improve. At the end of quarter two bus and rail patronage has been at 98.0 percent and 79.8 percent respectively, of 2019 levels. This represents a nearly full recovery from COVID-19 disruptions to our public transport levels of service.

Plans for bus service improvements were originally approved in 2019 but put on hold due to the COVID-19 pandemic. Following the successful push to hire a full complement of bus drivers, work is now proceeding to implement service improvements, including some adaptations to reflect post-pandemic changes in travel behaviour.

Our work with the disability sector was recognised through the receipt of the 2023 'Extra Touch' award, acknowledging the collaborative relationship Metlink has built with Blind Citizens NZ and the success of the Accessibility Action Plan and On Bus Announcements system.

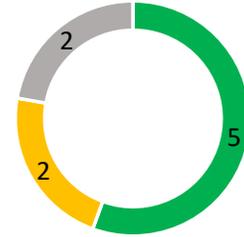
Looking ahead, Metlink rail services face increased risk as the KiwiRail owned network remains in a state of decline. This is a major challenge for our region, and Greater Wellington has been proactive in communicating with partner agencies and providing briefing information to the new government.



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Ko te mahere ā-rohe me ngā rangapū | Regional Strategy and Partnerships

In December 2023 an announcement was made to officially dissolve the Let's Get Wellington Moving project, following Central Government's decision to end support of the work. Greater Wellington and our partners on the project are working to ensure we don't lose the value of our investment and look for opportunities to progress many elements of the projects.

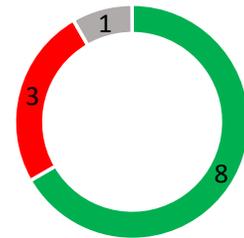


We also continued to link Greater Wellington's ways of working with our mana whenua partners across a range of kaupapa that matter to iwi. Greater Wellington Councillors Daran Ponter and Adrienne Staples joined the Wairarapa Moana Statutory Board, supporting the Board's role as guardian of the Wairarapa Moana and the Ruamāhanga River catchment.

Building better links with local government also means looking ahead to future generations of leaders. On the recommendation of Te Tiriti Komiti, Councillors voted to adopt a Māori constituency in the next triennium. Mana whenua of the region endorsed the recommendation to adopt a Māori constituency with the view that Greater Wellington continued to give effect to Te Tiriti o Waitangi through partnership approaches with mana whenua of the Region.

Ngā puna wai | Water Supply

A stop-work order on the Affordable Water Reform was issued by the new government, as they move towards repealing the legislation. As the Bulk Water Supplier for the four city councils in our region, Greater Wellington continues to strongly support Wellington Water Limited in acquiring funding to address infrastructure renewals.



Wellington Water Limited have forecast a water shortage over the summer months. This issue is being actively monitored and discussed, including a regional coordination group stood up by the Wellington Regional Emergency Management Office (WREMO) to promote clear and frequent communication between councils and partner agencies.

Snapshot of our LTP Strategic Priorities

Greater Wellington identified four key overarching strategic priorities in our 2021-31 Long Term Plan. Each Activity Group works to incorporate these priorities throughout their work. Below are some of examples of how we responded to each Strategic Priority during the second quarter of 2023/24.

Improving outcomes for mana whenua and Māori

- Working with mana whenua and Māori suppliers through environmental restoration and flood protection work, including the planting of two Rongoa gardens with 2,545 plants and \$9.6m of work contracted through Māori owned businesses for Climate Resilience flood defence construction programmes.
- Victoria University's Living Pa bus structure has been installed and is awaiting the final touches before commissioning.
- On the recommendation of Te Tiriti Komiti, Council adopted a Māori constituency seat ahead of next triennium. This was followed by a workshop covering tino rangatiratanga and the path that iwi have taken to give effect to this.
- The Wairarapa Moana Statutory Board held workshops at Papawai Marae and Kohunui Marae. The Board visited Wairarapa Moana sites of significance, and shared presentations on Ngati Kahungunu ki Wairarapa Tamaki Nui a Rua and Rangitane Tu Mai Ra values and their associations with Wairarapa Moana.
- Appointment of mana whenua partners to Te Upoko o te Ika committee and establishing ways of working and terms of reference.

Responding to the climate emergency

- Council approved a further \$2.6M in Low Carbon Acceleration Funds to support the Recloaking Papatūānuku programme, enabling restoration of 150 hectares per year of formerly grazed land.
- Worked with flood managers from councils across the country to short-list shovel ready flood projects and present them to Treasury.
- Reducing our supplier emissions by finding local sources of seeds and plants for restoration work, ultimately reducing transport costs and emissions.
- Secured \$10.8M in NZ Transport Agency Waka Kotahi's Climate Emergency Response Funding (CERF) for charging infrastructure at the Lyall Bay depot.
- Updated and expanded the coverage of flood hazard mapping, now including improved models for rivers in the northern Wairarapa.
- Improving the accuracy of our climate emissions data with targeted quality-assurance checks.

Aligning to Government direction

- All work on the Affordable Waters reform to end, following a stop-work order by the new government.
- Projects funded through the Climate Emergency Response Fund (CERF) will not receive any further central government funding, with the exception of funding for the Lyall Bay depot as noted above.

Adapting and responding to the impacts of COVID-19

- Public transport patronage has continued to improve. At the end of quarter two bus and rail patronage has been at 98.0 percent and 79.8 percent respectively, of 2019 levels.

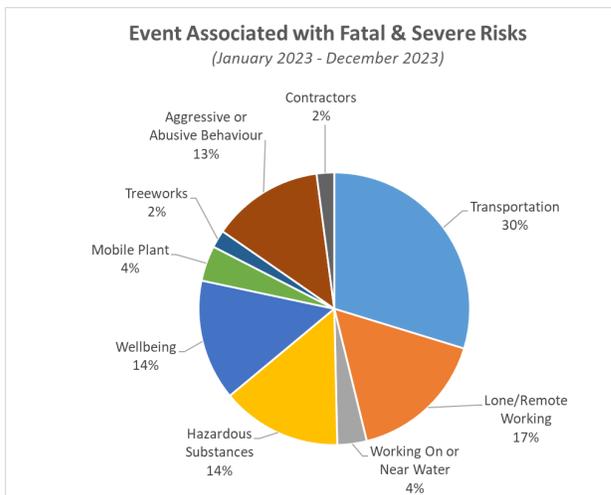
Greater Wellington Regional Council's Summary of Quarter Two Performance 2023/24 DRAFT

- Developing a contingency timetable for buses, aimed at reducing frequency of services instead of suspending a service entirely.

Health, Safety and Wellbeing summary

Key highlights for Health, Safety and Wellbeing (HSW) activities over Quarter Two include:

- Progressed a HSW improvement project, including mapping of categories linked to Fatal and Severe Risks (FSR), and a gap analysis of current Standard Operating Procedures (SOPs)
- Assessed emerging trends. An analysis of quarter two shows an overall:
 - ↑ Increase in manawa ora (Rongoa Māori) sessions
 - ↓ Decrease in lost time ACC claims and days lost due to work injury
 - ↓ Decrease in speeding over 115km/h reported to managers
 - ↑ Increase in intensity of 3rd party aggressive interactions



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Financial Performance Summary

Revenue and expense – operating and capital

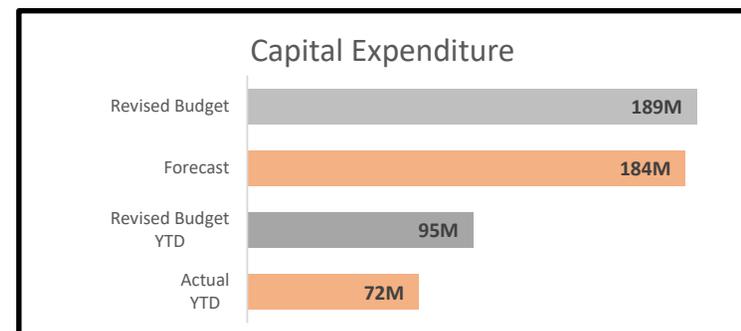
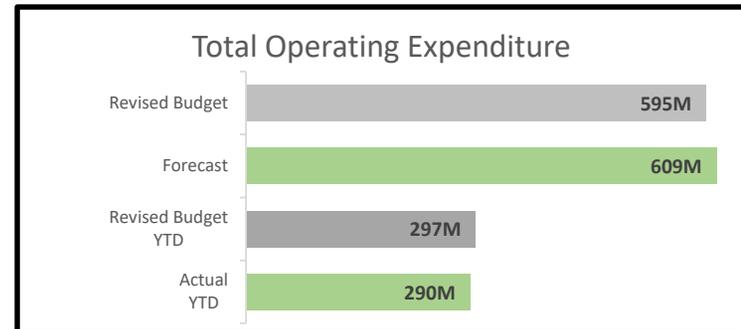
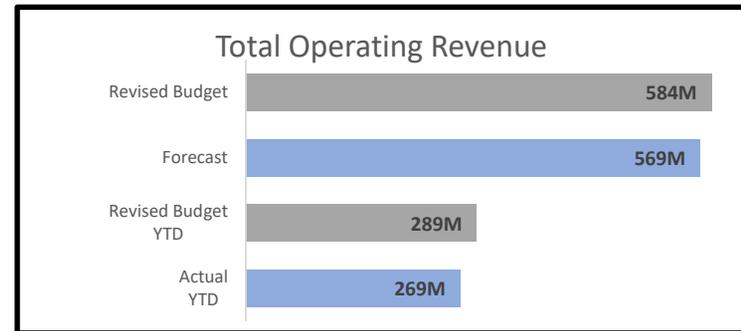
This statement provides year to date financials for period ending 31 December 2023 with comparisons to the budget set in the 2023/24 Annual Plan plus re-budgets approved by Council (Revised Budget).

	Year to date				Full Year			
	Actual \$000s	Revised Budget \$000s	Variance \$000s		Forecast \$000s	Revised Budget \$000s	Variance \$000s	
Operating Revenue								
Rates and Levies	132,068	131,811	257	0%	265,118	263,622	1,496	1%
Grants and Subsidies	85,238	79,153	6,084	8%	181,070	157,953	23,117	15%
Other Revenue	51,315	78,277	(26,962)	-34%	123,270	162,189	(38,919)	-24%
Total Operating Revenue	268,621	289,241	(20,620)	-7%	569,458	583,764	(14,306)	-2%
Operating Expenditure								
Personnel	42,113	41,586	527	1%	84,778	83,878	899	1%
Grants and Subsidies	127,313	126,108	1,205	1%	264,658	252,152	12,506	5%
Consultants, Contractors and Suppliers	78,545	92,766	(14,221)	-15%	174,460	183,769	(9,309)	-5%
Finance Costs	24,486	19,964	4,522	23%	52,115	42,252	9,863	23%
Depreciation	17,279	16,662	616	4%	32,581	33,181	(600)	-2%
Total Operating Expenditure	289,735	297,086	(7,351)	-2%	608,590	595,232	13,359	2%
Operating Surplus/(Deficit) before other items	(21,115)	(7,845)	(13,269)	169%	(39,133)	(11,468)	(27,665)	241%
Fair Value Movements	-	-	-	0%	-	-	-	0%
Operating Surplus/(Deficit)	(21,115)	(7,845)	(13,269)	169%	(39,133)	(11,468)	(27,665)	241%
Capital Expenditure	71,997	94,834	(22,837)	-24%	183,941	188,720	(4,779)	-3%

Finance insights for Quarter Two

The result to December 2023 is a \$21.1m operating deficit. Greater Wellington had budgeted for an operating deficit of \$7.8m, resulting in \$13.3m unfavourable variance mainly derived by:

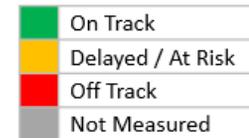
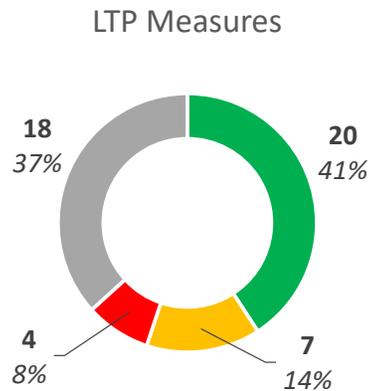
- Other revenue is \$27.0m lower as a result of providing half-price fares for public transport through July and August (\$7.1m) without NZ Transport Agency | Waka Kotahi support. Additionally (\$17.5m) is due to a change in Travel Choice activity post Covid-19 against the assumption set in the 2021-31 Long Term Plan and underclaimed government concessions.
- We have forecasted the fare revenue to be down by \$36m by end of year, therefore this has increased the grant and subsidies revenue by \$18m due to less amount payable to NZ Transport Agency | Waka Kotahi. Council has approved an additional loan to be taken if the losses are not covered by NZ Transport Agency | Waka Kotahi.
- Consultants, contractors, and suppliers are under by \$14.2m due to delays in multiple OPEX programmes across Metlink, Environment and Strategy. We are expecting \$9.3m underspend by end of the financial year.
- Finance costs are \$4.5m over budget due to higher interest rates. This is partially offset by \$3.7m additional interest revenue. As the upward pressure is anticipated to remain, a net impact of \$4.8m unfavourable variance is estimated by end of June 2024.
- Capital expenditure is 24 percent behind budget mostly due to RiverLink work being heavily scheduled for the second half of the financial year and re-classification of National Ticketing Solution Transition project from CAPEX to OPEX. We are expecting to end the year with 3 percent underspend as a result of higher cost forecasted for water supply projects (\$22.6m) offsetting the above two factors.



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APPENDIX ONE: Long Term Plan Non-Financial Measures – Quarter Two

Results from Quarter Two of 2023/24:



ENVIRONMENT & FLOOD PROTECTION

Community Outcomes	Strategic Priorities	Key Result Areas	Levels of Service	LTP Performance Measure	Baseline (2019/20)	2023/24 Target	Quarter Status	Quarter Result	Commentary
Thriving Environment	Protect and restore our freshwater quality and blue belt	Delivery of the Ruamāhanga, Te Awarua-o-Porirua and Te Whanganui-a-	Water quality in the region is maintained or improved	Macroinvertebrate Community Index (MCI) score is maintained or improved ¹	New Measure	Achieved	Not Measured		Not measured. To be reported at year-end.

¹ Aquatic macroinvertebrates (i.e. animals without backbones that can be seen with the naked eye, e.g. shrimps, worms, crayfish, aquatic snails, mussels, aquatic stage of some insect larvae, such as dragonfly larvae, mayflies, caddisflies, etc.) are commonly used biological indicators for freshwater ecosystem health throughout New Zealand and around the world. Macroinvertebrates are widely used because they are abundant, easy to collect and identify, have relatively long life-cycles, and are sensitive to multiple pressures (e.g. pollution, habitat removal, floods, and droughts). This makes macroinvertebrate communities useful to identify where we need to improve our management of these pressures and to show when these pressures are sufficiently addressed.

ENVIRONMENT & FLOOD PROTECTION

Community Outcomes	Strategic Priorities	Key Result Areas	Levels of Service	LTP Performance Measure	Baseline (2019/20)	2023/24 Target	Quarter Status	Quarter Result	Commentary
		Tara Whaitua implementation programmes	Support landowners through incentive funding and advice to develop and implement freshwater farm plans, which reduce nutrient and sediment discharges.	Percentage of Greater Wellington incentive funding ² used to advance Whaitua Implementation Programme priorities, through completion of high impact freshwater farm plan actions	New Measure	75%	Not Measured		Not measured. To be reported at year-end.
			Deliver treatment programme on identified erosion-prone land	Erosion-prone hill country treated	755 ha	850 ha	Not Measured		Not measured. To be reported at year-end The forecast is that this will be "Not achieved" when measured at the end of the year. The 2023/24 target was planned to be 850 hectares. After setting this target Greater Wellington finalised a funding agreement with Ministry for Primary Industries (MPI) which involved a reduced funding contribution being received from MPI, therefore the 850 hectare target is not achievable.
	Protect and restore indigenous biodiversity and ecosystem health	Implement the Regional Pest Management Plan (RPMP) and support Predator Free Wellington Initiatives	Provide pest species control services across the region	Provide pest animal and plant management as per RPMP Operational Plans ³	New Measure	Achieved	On Track		Wallaby surveillance in Featherston came to an end, one other sighting in Judgeford to follow up, rook programme completed, busy with lots of rabbit and deer night shooting, including work in Kāpiti now and running again after a previous delay. Key Native Ecosystem and Biosecurity services programme work is running to schedule. Regional Pest Control Programme (RPCP) mustelid control on track (50% complete). Possum control partly achieved due to seasonal restrictions, (22% complete). Historically more possum control is always completed in Q3 & Q4.

² Greater Wellington incentive funding used to complete high impact actions will be assessed in respect to the three substantive incentive funds aimed at assisting landowners to undertake beneficial freshwater or biodiversity action on their land – these three programmes being: the Riparian Programme, the Farm Planning services fund, and the Wetland Programme.

³ Operational Plans can be accessed via Greater Wellington's website: <http://www.gw.govt.nz/biosecurity/>

Greater Wellington Regional Council's Summary of Quarter Two Performance 2023/24 DRAFT

ENVIRONMENT & FLOOD PROTECTION

Community Outcomes	Strategic Priorities	Key Result Areas	Levels of Service	LTP Performance Measure	Baseline (2019/20)	2023/24 Target	Quarter Status	Quarter Result	Commentary
				Provide pest species control services as agreed with Predator Free Wellington	New Measure	Achieved	On Track		Incredible success in eliminating the first phase of the project – Miramar peninsula. The second phase is well under way with significant community involvement, both in elimination efforts and in maintaining a monitoring network on the Miramar Peninsula.
	Implementing nature based solutions to climate change	Implement the Regional Pest Management Plan (RPMP) and support Predator Free Wellington Initiatives	Implement the objectives of the Greater Wellington Biodiversity Strategy	Biodiversity Strategy objectives are being actively progressed by Greater Wellington	New Measure	Achieved	Not Measured		Not measured. To be reported at year-end.
Resilient future	Communities safeguarded from major flooding	RiverLink flood control works completed	Progress towards completion of the RiverLink flood control works	Implement RiverLink in accordance with the approved Preliminary Design	New Measure	Construction progressed	At Risk		Mills Street Stopbank (MSSB) will be constructed by Alliance partners (Fletchers/Taylor), commencing in Jan/Feb 2024. Design is being finalised by AECOM. Concerns remain around affordability of Greater Wellington scope under the Alliance delivery model.
			Provide environmental information to the community and our stakeholders	Major flood protection and control works are maintained, repaired, and renewed to the key standards defined in relevant planning documents	Yes	Yes	At Risk		Major flood protection and control works are currently being maintained to the key standard defined in relevant planning documents. However, lack of budget and resourcing has meant maintenance has been focused on higher criticality assets (such as stopbanks). This has resulted in a subtle trend of asset deterioration in our less critical assets.
			Percentage of identified vulnerable floodplains with a flood management plan in place	30%	40%	Not Measured		Not measured. To be reported at year-end.	

ENVIRONMENT & FLOOD PROTECTION

Community Outcomes	Strategic Priorities	Key Result Areas	Levels of Service	LTP Performance Measure	Baseline (2019/20)	2023/24 Target	Quarter Status	Quarter Result	Commentary
Thriving Environment	Protect and restore our freshwater quality and blue belt			Timely Information from core environmental monitoring programmes is made available to the public via the Greater Wellington website	New Measure	Achieved	At Risk		A total of 16 annual monitoring reports are to be produced this year. 13 were due to be published by the end of Q1 but only 4 were completed on time. 10 reports have now been completed, the remaining 3 reports will be completed by mid Feb (delay due to key staff member, single point sensitive being worked on, being on Christmas leave). There were no reports due for publication in Q2.
			Monitor compliance with resource consents	Where rates of compliance for high risk activities are less than 80 percent, develop and implement a strategy to improve the rate of compliance	> 80%	Improved	Not Measured		Not measured. To be reported at year-end.
			Customer satisfaction for the resource consent service	Level of overall satisfaction with consent processing services ⁴	4.33	> 4	On Track	4.4	Our year-to-date result is based on 7 completed surveys
	Protect and restore indigenous biodiversity and ecosystem health	Re-forestation and protection and restoration of wetlands across our regional parks network	Protect and care for the environment, landscape, and heritage	Grazed land retired and restored to its native state	New Measure	100 ha	On Track	35 ha	35 ha completed in Q2, bringing the total to date up to 140 ha.

⁴ When resource consents are approved, consent applicants are invited to fill out a brief online survey about their consent processing experience. A few questions are asked including the following: "Overall, how satisfied were you with the customer service provided?". Respondents are prompted to provide a provide a rating from 1 (very dissatisfied) to 5 (satisfied). The mean response value is calculated for both the quarter result and year-to-date (YTD) result.

Greater Wellington Regional Council's Summary of Quarter Two Performance 2023/24 DRAFT

ENVIRONMENT & FLOOD PROTECTION

Community Outcomes	Strategic Priorities	Key Result Areas	Levels of Service	LTP Performance Measure	Baseline (2019/20)	2023/24 Target	Quarter Status	Quarter Result	Commentary
		Re-forestation and protection and restoration of wetlands across our regional parks network		Indigenous species planted	63,000	65,000	On Track	91,000	91,000 stems planted in Q2, bringing the total to date up to 363,000.
	Implementing nature based solutions to climate change	Improve recreational enjoyment and environmental value of regional parks	Customer satisfaction and improved public access	Percentage of regional park visitors that are satisfied with their experience	98%	95%	Not Measured		Not measured. To be reported at year-end.
				Annual number of visits to a regional park	1.76 million	Increase from previous year (1.89m in 2022/23)	On Track	541,884	Including Q1 and Q2, the total visitors to date is up to 1.2m
Resilient Future			Manage the safety of marine activities in the region's waters	Percentage of identified risks within the Harbour Risk Assessment that have been reviewed	New Measure	70%	At Risk		Regular review meetings have been interrupted by other events and staff absences in Greater Wellington and CentrePort.

METLINK PUBLIC TRANSPORT

Community Outcomes	Strategic Priorities	Key Result Areas	Levels of Service	LTP Performance Measure	Baseline (2019/20)	2023/24 Target	Quarter Status	Quarter Result	Commentary
Thriving Environment Connected Communities,	An efficient, accessible and low carbon public	Improving the customer experience across all	Provide a consistent and high quality customer	Passengers' overall satisfaction with the Metlink public	New Measure	Bus - 95%	Not measured		This is an annual measure. Results are determined by way of an annual passenger satisfaction survey undertaken in May each year.
						Rail - 95%	Not measured		

METLINK PUBLIC TRANSPORT

Community Outcomes	Strategic Priorities	Key Result Areas	Levels of Service	LTP Performance Measure	Baseline (2019/20)	2023/24 Target	Quarter Status	Quarter Result	Commentary
Resilient Future	transport network	areas of the public transport network	experience across the public transport network	transport (by mode) ³		Ferry - >98%	Not measured		
				Passenger satisfaction with convenience of paying for Metlink public transport ⁵	New Measure	>80% customer satisfaction score	Not measured	Measured Annually	This is an annual measure. Results are determined by way of an annual passenger satisfaction survey undertaken in May each year.
				Passenger satisfaction with Metlink information currently available ⁷	New Measure	>92% customer satisfaction score	Not measured	Measured Annually	This is an annual measure. Results are determined by way of an annual passenger satisfaction survey undertaken in May each year.
				Passenger satisfaction with Metlink public transport being on time ⁸	New Measure	>85% customer satisfaction score	Not measured	Measured Annually	This is an annual measure. Results are determined by way of an annual passenger satisfaction survey undertaken in May each year.
				Percentage of scheduled bus trips that depart their timetabled starting location on time (punctuality) – to 5 minutes ⁹	94.2%	95%	At Risk	94.2%	The majority of our network achieved well over the 95% target, but because punctuality primarily reflects the external environment and its impact on timetable compliance (particularly in Wellington City, Porirua and the Wairarapa) these areas have brought the overall score down. In some cases driver error with information input into systems will be a cause too.
				Percentage of scheduled rail services on-time (punctuality) – to 5 minutes ¹⁰	89.4%	95%	Off Track	88.1%	Speed restrictions continue to impact services, in particular on the Wairarapa Line which had extremely poor performance, this is due to continue until January (until the end of the Christmas/New Year) while the work

⁵ The Metlink Public Transport Passenger Satisfaction Survey, which is run twice yearly, is used to determine Customer Satisfaction. Satisfied = score of 6-10 on a scale of 0-10. The question used to determine this measure is: *Thinking about the vehicle you are on now, how satisfied or dissatisfied are you with this trip overall?*

⁶ The Metlink Public Transport Passenger Satisfaction Survey is used for this measure. Satisfied = score of 6-10 on a scale of 0-10. The question used to determine this measure is: *Thinking about your experience of public transport (including trains, buses and harbour ferries) in the Wellington region over the last three months, how satisfied or dissatisfied are you with how convenient it is to pay for public transport?*

⁷ The Metlink Public Transport Passenger Satisfaction Survey is used for this measure. Satisfied = score of 6-10 on a scale of 0-10. The question used to determine this measure is: *Overall, how satisfied or dissatisfied are you with the information about public transport services that is currently available?*

⁸ The Metlink Public Transport Passenger Satisfaction Survey is used for this measure. Satisfied = score of 6-10 on a scale of 0-10. The question used to determine this measure is: *Thinking about the vehicle you are on now, how satisfied or dissatisfied are you with the service being on time (keeping to the timetable)?*

⁹ This measure is based on services that depart from origin, departing between one minute early and five minutes late.

¹⁰ The rail punctuality measure is based on rail services arriving at key interchange stations and final destination, within five minutes of the scheduled time.

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METLINK PUBLIC TRANSPORT

Community Outcomes	Strategic Priorities	Key Result Areas	Levels of Service	LTP Performance Measure	Baseline (2019/20)	2023/24 Target	Quarter Status	Quarter Result	Commentary
									continues. From January 2024 improvements should be seen, although there will still be speed restrictions in place after January 2024.
		40 percent increase in regional mode share for public transport and active modes by 2030	Promote and encourage people to move from private vehicles to public transport	Annual Public Transport boardings per capita	63 per capita	67 per capita	On Track	68.5 per capita	This reflects the continued increase in public transport patronage.
			Provide fit-for-purpose vehicles, infrastructure and services to continually deliver a high quality core network that meets ongoing demand	Percentage of passengers who are satisfied with the condition of the station/stop/wharf ¹¹	New Measure (88% Nov 2020)	94%	Not Measured	Measured annually	This is an annual measure. Results are determined by way of an annual passenger satisfaction survey undertaken in May each year.
				Percentage of passengers who are satisfied with the condition of the vehicle fleet ¹²	New Measure (94% Nov 2020)	94%	Not Measured	Measured annually	This is an annual measure. Results are determined by way of an annual passenger satisfaction survey undertaken in May each year.
		Reducing public transport emissions by accelerating decarbonisation of the vehicle fleet (bus, rail, ferry)	Gross emissions for Metlink's public transport fleet will be minimised, reducing the offsets required to reach net carbon neutrality	Tonnes of CO2 emitted per year on Metlink Public Transport Services	New Measure (22,030)	17,818 tonnes	Not Measured	Measured annually	Measured annually
			Reduction of accidental death and serious injury on the public transport network	Accidental deaths and serious injuries sustained on the Public Transport network as a result	New Measure	5% Reduction compared to	Not Measured	Measured annually	Measured end of year. No serious injuries or fatalities occurred in Q2.

¹¹ The Metlink Public Transport Passenger Satisfaction Survey is used for this measure. Satisfied = score of 6-10 on a scale of 0-10. The question used to determine this measure is: *How satisfied or dissatisfied are you with the condition of the stop/station/wharf?*

¹² The Metlink Public Transport Passenger Satisfaction Survey is used for this measure. Satisfied = score of 6-10 on a scale of 0-10. The question used to determine this measure is: *How satisfied or dissatisfied are you with the condition of this vehicle?*

METLINK PUBLIC TRANSPORT

Community Outcomes	Strategic Priorities	Key Result Areas	Levels of Service	LTP Performance Measure	Baseline (2019/20)	2023/24 Target	Quarter Status	Quarter Result	Commentary
			and prioritisation of safety and maintenance on the Public Transport network to encourage safe behaviours	of Metlink or operator activity		previous year			

REGIONAL STRATEGY AND PARTNERSHIPS

Community Outcomes	Strategic Priorities	Key Result Areas	Levels of Service	LTP Performance Measure	Baseline (2019/20)	2023/24 Target	Quarter Status	Quarter Result	Commentary
Resilient Future	Taking regional climate action through regional strategy, collaboration and advocacy	Working collectively with partners to take regional climate action	Reduction of GW corporate carbon emissions. Climate Emergency Action Plans	Reduction in tonnes of CO2 equivalent emissions ¹³	New measure	Reduction compared with previous year	Not Measured		Measured end of year. Preliminary results for emissions generated in the 2022/23 financial year show a 22% reduction compared to the base year 2018/19, and a 12% reduction compared to 2021/22. This result will be verified by Q3 2023/24.
			Maintain a state of readiness of the Emergency Coordination Centre that is appropriately staffed and equipped to respond to an emergency. Wellington Region Civil Defence Emergency Management Group Plan	A team of CIMS ¹⁴ trained GW staff is ready to respond to an activation of the Emergency Coordination Centre	New measure	Achieved ¹⁵	On Track	We have completed the training target for this year.	

¹³ This measure is for all of Greater Wellington's corporate greenhouse gas emissions. This includes all business units, and the share for the jointly owned Council Controlled Organisations based on ownership share.

¹⁴ CIMS = Coordinated Incident Management System, a standard of emergency management roles, processes, and terminology.

¹⁵ This is measured through annual reporting by the Wellington Regional Emergency Management Office (WREMO) stating the number of trained staff for the Emergency Coordination Centre based on the training requirements by the National Emergency Management Agency.

Greater Wellington Regional Council's Summary of Quarter Two Performance 2023/24 DRAFT

REGIONAL STRATEGY AND PARTNERSHIPS

Community Outcomes	Strategic Priorities	Key Result Areas	Levels of Service	LTP Performance Measure	Baseline (2019/20)	2023/24 Target	Quarter Status	Quarter Result	Commentary
Resilient Future	Regional economic development and recovery in a COVID-19 era	Regional economic recovery including low carbon economic transition, Implement the Wellington Regional Growth Framework	Wellington Regional Strategy, Regional Investment Strategy, Regional Growth Framework. Alignment of GW activities and investment with the priorities of the Wellington Regional Leadership Committee	As the Administering Authority, GW will ensure the Committee has an agreed annual work programme and regular progress reporting ¹⁶	New measure	Achieved ¹⁷	On Track		
Connected Communities	Leading regional spatial planning	40% increase in regional mode share for Public Transport and active modes by 2030	Regional transport, planning, leadership, advice, and coordination to guide development and delivery of an integrated, multi-modal regional transport network. Regional Land Transport Plan	Wellington Regional Land Transport Plan is prepared and updated in accordance with the LTMA and central government guidance ¹⁸	New measure	Annual Monitoring report is presented to RTC	On Track		Annual Monitoring Report presented to the Regional Transport Committee on 5 December 2023.
Connected Communities, Resilient Future	An efficient, accessible and low carbon public transport network			Coordinate and deliver new workplace travel programmes with major regional employers	New measure	3 new programmes	At Risk		Work continues on the Wellington Regional Hospital Travel Action Programme with a trial of carpooling amongst hospital employees starting on 4 March 2024. Change in personal at NZ Police means staff travel survey is not going ahead. Ongoing relationship management with Ministry for Business, Innovation and Employment and Meridian.

¹⁶ As the Administering Authority Greater Wellington supports and enables the operations and success of the Wellington Regional Leadership Committee.

¹⁷ An agreed work programme for 2023/24 was provided by Greater Wellington to the Wellington Regional Leadership Committee (WRLC), which is monitored through regular reporting at WRLC meetings and through the WRLC Annual Report, published in July of each year.

¹⁸ LTMA = Land Transport Management Act

REGIONAL STRATEGY AND PARTNERSHIPS

Community Outcomes	Strategic Priorities	Key Result Areas	Levels of Service	LTP Performance Measure	Baseline (2019/20)	2023/24 Target	Quarter Status	Quarter Result	Commentary
	Effective partnerships and co-designed agreements with mana whenua	Collaborative decision making with mana whenua partners	Effective decision making achieved through active involvement with mana whenua through strong partnership arrangements	Mana whenua report evidence of strong partnership arrangements and progress towards positive outcomes	New measure	Achieved	On Track		Mana whenua continue to be active in key workstreams including Long Term Plan prioritisation and Long Term Plan Committee caucus hui through a partnership approach. Greater Wellington bespoke support and co-design opportunities with mana whenua of the region are evident in new projects, and ongoing operational programmes that focus on collective Taiao outcomes.
			Positive outcomes for Māori achieved through effective and resourced planning and engagement	Increased incorporation and use of mātauranga Māori across services delivered by Greater Wellington	New measure	Achieved	On Track		Mātauranga training continues to be over-subscribed despite running regular courses, staff report value in the training. Conversation started with provider to look at a level 2 offering.
				Deliver Te Matarau a Māui (TMaM) annual work programme as agreed to by independent Board	New measure	Achieved	At Risk		Māori economic development position currently vacant, the work this quarter has been focused on refining the position and relationship needs of Te Matarau to ensure delivery in 2024. Hui have been held with TMaM to progress our joined up thinking.
			Mana whenua and Māori are enabled to achieve strong, prosperous and resilient outcomes	Mana whenua and Māori report they are prepared for managing effective responses to civil defence and other emergencies	New measure	Achieved	Not Measured		Reporting on this measure for 2023/24 is done by the Wellington Region Emergency Management Office (WREMO)

Greater Wellington Regional Council's Summary of Quarter Two Performance 2023/24 DRAFT

WATER SUPPLY

Community Outcomes	Strategic Priorities	Key Result Areas	Levels of Service	LTP Performance Measure ¹⁹	Baseline (2019/20)	2023/24 Target	Quarter Status	Quarter Result	Commentary
Thriving Environment	A clean safe and sustainable future drinking water supply		Provide water that is safe and pleasant to drink	Compliance with part 4 of the drinking water standards (bacteria compliance criteria)	100%	Compliant	Off Track	Non-compliant	<p>Note: reporting is against the Bacteriological and Protozoal requirements of the Drinking Water Quality Assurance Rules from Taumata Arowai, as of late 2022.</p> <p>The rules introduced by Taumata Arowai require an increase to a value known as a 'Ct' that is determined from the amount of chlorine added to drinking water and the time that it must spend in contact with the water before reaching consumers. The change means the water supplied from the Waterloo Treatment Plant is not compliant for up to 800 Lower Hutt households.</p> <p>This rule means either significantly increasing the concentration of chlorine added at the treatment plant or increasing the time that the chlorine is in contact with the water before it reaches the first customers in Lower Hutt. Increasing the chlorine concentration to this level, which is around two and a half times the current dose, could result in a significant change to the taste of the water or cause skin irritation. Alternatively, significant network upgrades and investment are needed to increase the contact time between chlorine and water.</p> <p>An exemption from the rules was declined by Taumata Arowai, meaning that, until upgrades take place we will be reporting non-compliance against bacteriological standards.</p>
				Compliance with part 5 of the drinking water	100%	Compliant	On Track		Compliance has been achieved through the installation of ultra-violet light sterilisers.

¹⁹ Most of the LTP Performance Measures set out in by the Long Term Plan 21-31 are set in accordance with the Non-Financial Performance Measures Rules 2013, Water Supply (DIA Mandatory Measure). The two exceptions are "Number of events in the bulk water supply preventing the continuous supply of drinking water to consumers" and "Sufficient water is available to meet normal demand except in a drought with a severity of greater than or equal to 1 in 50 years"

WATER SUPPLY

Community Outcomes	Strategic Priorities	Key Result Areas	Levels of Service	LTP Performance Measure ¹⁹	Baseline (2019/20)	2023/24 Target	Quarter Status	Quarter Result	Commentary
				standards (protozoal compliance criteria)					
				Customer satisfaction: number of complaints regarding water clarity, taste, odour, pressure/flow, and supply	0	<20 complaints per 1,000 connections	On Track	0 complaints	No complaints received related to bulk water during Q2.
				Number of waterborne disease outbreaks	0	0	On Track	0 outbreaks	
Resilient future	Reduce water demand to support a sustainable water supply to avoid unnecessary investment in significant new water supply infrastructure	Support the reduction of the overall bulk water supply to the four metropolitan cities by 25 percent by 2030	Provide a continuous and secure bulk water supply	Average consumption of drinking water per day per resident within the TA districts	369.8 L/d/p	<375 L/d/p	Off Track	409L	Per capita consumption across all councils in the metro area has continued to increase primarily due to leakage, but also due to high residential use relative to other cities in New Zealand. We continue to promote increased investment in water loss activities and network renewals to bring down water loss to more sustainable levels, together with investment in universal smart metering and additional source capacity work in the near future to better manage the increasing supply/demand balance risk. We have implemented a strategy to address the risk of critical water shortage this summer and are currently in level two (of four) restrictions.
				Maintenance of the reticulation network: Percentage of real water loss from the networked reticulation system	0.07%	+/- 2.5%	Not Measured		Commercial water usage is measured and averaged on an annual basis. Work is ongoing to increase meter reads to every 6 months. In addition to supplying bulk water to the regional network, Greater Wellington provides water directly to a small number of households. The real water loss for these customers is estimated to be 0.01%.

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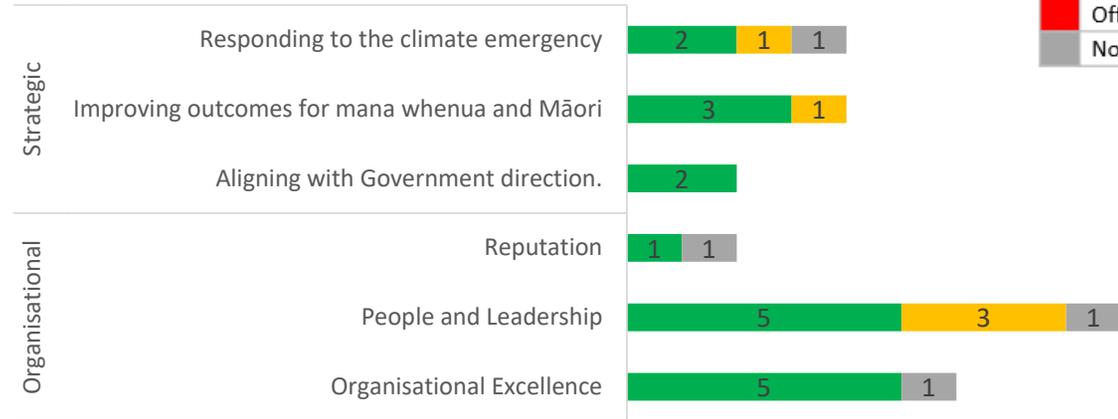
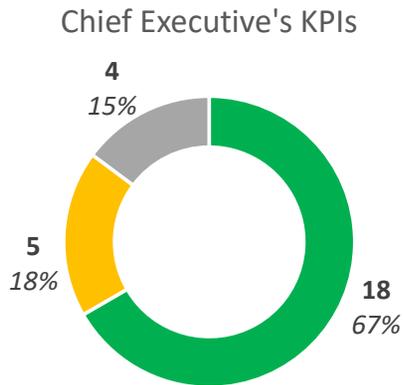
WATER SUPPLY

Community Outcomes	Strategic Priorities	Key Result Areas	Levels of Service	LTP Performance Measure ¹⁹	Baseline (2019/20)	2023/24 Target	Quarter Status	Quarter Result	Commentary
				Response times to attend urgent call-outs in response to a fault or unplanned interruption to the network reticulation system	Time to reach site: 0 min Time to confirm resolution: 0 hours	Time to reach site: <90 min Time to confirm resolution : <8 hours	On Track		No events occurred this quarter.
				Response times to attend non-urgent call-outs in response to a fault or unplanned interruption to the network reticulation system	Time to reach site: 0.9 hours Time to confirm resolution: 1.25 days	Time to reach site: <72 hours Time to confirm resolution : <20 days	On Track		No events occurred this quarter.
				Number of events in the bulk water supply preventing the continuous supply of drinking water to consumers	0	0	On Track	0 events	No events occurred this quarter.
				Sufficient water is available to meet normal demand except in a drought with a severity of greater than or equal to 1 in 50 years	6.9%	<2%	Off Track	7.4%	Completion of the Te Mārua capacity upgrade project is required to return the region to within the target level of service for drought resilience. However, high per capita demand and growth continue to put pressure on supply capacity, and we have a sustainable water supply program of activities that include a focus on bring down demand. Progressing smart metering is a core part of this work.

APPENDIX TWO: Chief Executive Key Performance Indicators – Quarter Two

Results as at 31 December 2023:

	On Track
	Delayed / At Risk
	Off Track
	Not Measured



Section 1: Strategic Priorities						
Priority	Outcome	Measure	2023/24 Target	Quarter status	Quarter result	Commentary
Improving outcomes for mana whenua and Māori	Greater Wellington has positioned itself to give effect to Te Tiriti o Waitangi which creates the conditions for rangatiratanga and mana Motuhake. Mātauranga Māori-led planning, policy and decision making.	Completion of Inaugural Te Tiriti o Waitangi audit and design of implementation phase.	Inaugural Te Tiriti o Waitangi audit is completed, and Greater Wellington has agreed a three-year plan to recommendations made from the auditor.	On Track	Audit report delivered.	The full audit report was delivered to Greater Wellington by auditors (PwC) in November, and the final audit was presented to the Te Tiriti Komiti. ELT have approved establishing an audit response team to compile Greater Wellington's response plan to audit recommendations and to maintain scrutiny of delivery.
		Evidence of high-quality partnership and engagement with mana whenua.	Opportunities for contracting/delegating environmental functions direct to mana whenua are identified and actioned – where appropriate / applicable.	On Track		Funding has been delivered and work programmes underway. Work started in December with the Business improvement Team to continue building systems and processes. Further work will happen throughout the year to streamline processes, and to ensure Greater Wellington is incorporating the timeframes and needs of our partners.
		Evidence of high-quality implementation of Te Matarau a Māui.	Key 2023/24 deliverables for Te Matarau a Māui are delivered.	At Risk		As the Māori economic development position is currently vacant, the work this quarter has been focused on refining the position and relationship needs of Te Matarau to ensure

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Section 1: Strategic Priorities						
Priority	Outcome	Measure	2023/24 Target	Quarter status	Quarter result	Commentary
						delivery in 2024. Hui have been held with Te Matarau a Māui to progress our joined-up thinking.
		Review the Tūāpapa and Kaupapa funding to ensure these are future proofed. Mana whenua report on the value and benefits of the funding.	Monitoring and reporting framework for funding arrangements is agreed to and underway. Survey of mana whenua provides feedback on value and effectiveness of funding arrangements	On Track		Progress continues on the monitoring and reporting framework. Partnership managers are now in place and able to work with Iwi to gather the effective and valuable information.
Responding to the climate emergency	Demonstrating leadership in regional climate action and advocacy and ensuring that Greater Wellington's operations are carbon neutral by 2030.	Greater Wellington supports the development of regional strategies for climate action through the Wellington Regional Growth Framework.	With regional partners, complete the regional climate change risk and impact assessment and a regional emissions reduction strategy	At Risk		The regional climate change impact assessment (WRCCIA) has not been completed on schedule to an acceptable standard. Officers are working with the project lead (WCC) and the supplier (BECA) to get a satisfactory outcome on the WRCCIA. The work to produce a regional emissions reduction strategy continues on schedule. The recruitment process for a project co-ordinator was begun. Work continues on the development of the Wellington Transport Emissions Reduction Pathway (WTERP)
		Ensuring that Greater Wellington's operations are carbon neutral by 2030 and climate positive by 2035.	Gross emissions from Greater Wellington's operations are trending downwards (from the 2018/19 baseline).	Not Measured	Measured annually and reported in Q4	Preliminary results for the 2022/23 financial year show a 22% reduction compared to the base year 2018/19, and a 12% reduction compared to 2021/22. This result will be verified by Q3 2023/24.

Section 1: Strategic Priorities						
Priority	Outcome	Measure	2023/24 Target	Quarter status	Quarter result	Commentary
		Greater Wellington's preparedness to respond to an emergency and identify learnings from recent events such as the Auckland floods and Cyclone Gabrielle	Establish an operational alternate Emergency Coordination Centre (ECC) in the Cuba Street Office to provide for coordination of low impact/high frequency events (including an increase in extreme weather event activations).	On Track		To help resource the Alternate Emergency Coordination Centre (ECC) at Cuba Street, two tambours have been strategically placed on the second floor and are in the process of being equipped. Some equipment is already in place, and the remainder is ordered. The ELT accepted the plan for the Alternate ECC and the location and proposed set up that is scalable and flexible. The Alternate ECC has been preparing for activation should it be needed as a result of the acute water shortage and impact of moving to Level 4+.
	Metlink is consistently providing high quality and reliable public transport services to its customers across the region	Restore and maintain delivery of public transport services across the bus and rail network	Delivery of full timetable/ equivalent level of service, meeting contracted KPI levels.	On Track	Bus reliability for YTD Dec: 98.9% Bus punctuality for Quarter 2: 94.2% Rail reliability for YTD Dec: 96.6% Rail punctuality for Quarter 2: 88.1%;	<p>BUS</p> <p>We continue to make good progress on delivery of a full timetable, including reinstating suspended services. In October, all 67 previously suspended Kinetic trips were reinstated, and Weekday Tranzurban services were reinstated in December. This marks the first time since 2018 that a full contracted weekday timetable has run. The majority of our network achieved well over the 95% target, but because punctuality primarily reflects the external environment and its impact on timetable compliance (particularly in Wellington City, Porirua and the Wairarapa) these areas have brought the overall score down.</p> <p>RAIL</p> <p>Rail services were affected by staff shortages and roster amendments. In December, Transdev completed two training schools which increased the number of on-board staff. Speed restrictions continue to impact services, in particular on the Wairarapa Line. Improvements are expected in January, though some speed restrictions will continue.</p>
Aligning with Government direction.	Greater Wellington is actively responding to the Government's reform programme.	Alignment with National Policy Statement – Freshwater Management (NPS-FM) through the development and implementation of the Whaitua Implementation Plans (WIPs).	Council establishes the Wairarapa Coast Whaitua Committee and receives the WIP from the Kāpiti process. Continue implementation programme for the Ruamāhanga, Te Whanganui-a-Tara and Te	On Track		Natural Resources Plan (NPS) Change 1 to implement the Te Awarua o Porirua WIP and Ngāti Toa Rangitira Statement, and to partially implement the Te Whanganui a Tara WIP and Te Mahere Wai, was notified on 30 October 2023. This plan change partially gives effect to the current NPS-FM 2020 in the region. Kāpiti WIP is due in the first half of 2024. The change of government will mean changes to the NPS-FM over the next 18-24 months. For the time being Council needs to proceed under the existing NPS and will need to

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Section 1: Strategic Priorities						
Priority	Outcome	Measure	2023/24 Target	Quarter status	Quarter result	Commentary
			Awarua o Porirua WIPs, with demonstrable progress is made against an agreed delivery programme.			assess the implications of any changes when they take effect. Progress on implementing non-regulatory actions in Ruamāhanga, Te Whanganui-a-Tara and Te Awarua o Porirua WIPs underway. Wairarapa Coast Whaitua Committee not yet established but continued support for catchment projects and scoping of a catchment planning approach in this whaitua.
		<p>Greater Wellington has a coordinated response to the Government's reform programme and is well prepared for reform implementation phases, including:</p> <ul style="list-style-type: none"> The transition to handover of our water assets and management to the new water entity Regional leadership of the transition to the new Natural and Built Environment Act and Spatial Planning Act Response to the Local Government Review Panel. 	Council is well informed (through reports and workshops) on progress of the reform programmes and Greater Wellington's response.	On Track		<p>An overview of the new Government's commitment (coalition agreements and 100-day plan) was provided to Council in December with analysis of impacts for GW.</p> <p>With the change of government ongoing work is needed around the new direction in relation to both water (water entities) and also water with regard to the NPS. We are working closely with key parties in relation to this.</p> <p>Work on the Local Government Review Panel recommendations had essentially ceased; this is not in the new Government 100 day plan.</p>

Section 2: Organisational Priorities							
Priority	Outcome	Measure	2023/24 Target	Quarter status	Quarter result	Commentary	
People and Leadership	Leadership: Leaders help their people deliver high-quality work in a supportive and creative Greater Wellington culture.	<p>Demonstrated leadership as the CE internally and externally, including:</p> <ul style="list-style-type: none"> observed behaviours and visibility within the organisation sector leadership across the Greater Wellington rohe regional council/Te Uru Kahika sector leadership responsiveness and accessibility to Councillors. 	As assessed by the Chair and the Chief Executive Employment Review Committee.	On Track		Ongoing strong involvement in the Regional Council Chief Executives Group, and the local region's CEO network. Leadership roles with regard to Resource Management reform at the national level via Ministry for the Environment, and harbour navigation and safety via Maritime NZ.	
	Develop a culturally capable, high performing, engaged, and resilient workforce.	Change Management: Change processes are clear on the outcomes sought, well-managed, with changes to business processes, culture, and behaviour change being considered as well as any necessary structural change.	The new Environment Group and Te Hunga Whiriwhiri work programme is integrated and outcomes focussed.	Integrated business plan produced	On Track		<p>The Kahui Taiao space is working well and we continue to undertake planning together, the challenge will be to ensure that work is reflected throughout both groups.</p> <p>The Environment Group has taken an integrated approach to the LTP process and the future LTP for the group is integrated across the four new functions. The future LTP is also aligned to the LTP Community outcomes and those of Ropu Taiao's Intergenerational Strategy.</p> <p>We are now scoping how the Integrated business plan builds on this LTP integration and ensures a priorities driven approach to planning in the Environment Group.</p> <p>Through the design and implementation of the IBP we will deepen the integration between the Environment Group and Te Hunga Whiriwhiri</p>
			The organisation understands the four focus areas of Te Whāriki and shows increased growth in reporting on our implementation against Te Whāriki	Dashboard established with key metrics to track progress.	At Risk		The ongoing reset and eventual filling of vacant roles in Te Hunga Whiriwhiri will enable a focus on the development of Te Whāriki, and develop practical and useful ways of reporting on progress.

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Section 2: Organisational Priorities						
Priority	Outcome	Measure	2023/24 Target	Quarter status	Quarter result	Commentary
	<i>Health, Safety and Wellbeing:</i> Everyone, Everyday - Home, Safe and Well Ngā tangata katoa, mo nga rā katoa, ka hoki ora ai ki te kainga	Chief Executive-driven Health, Safety and Wellbeing (HSW) culture. Greater Wellington and Chief Executive HSW due diligence obligations demonstrated.	ELT undertakes, documents and reports to Council on at least two visits to field locations to review HSW processes and risks.	On Track		Chief Executive has undertaken one site visit (to the Wellington Transdev depot) and another pending (to Queen Elizabeth Park to observe drone work). ELT have in their P4Ps a requirement to undertake field visits.
	<i>Diversity and Inclusion:</i> Our workforce represents the communities we work for, resulting in greater diversity of thought and improved outcomes for Greater Wellington.	Greater Wellington increasingly reflects the region's gender, bicultural, ethnic, and cultural diversity make-up.	Ethnicity data baseline established Increase women leaders from current baseline of 41%	On Track	39.88% leadership positions are women	Women in leadership positions is just under 40%, slightly below the baseline of 41%. Based on ongoing recruitment, we are on track to achieve our target by the end of the year. As at 31 December 2023, 57.71% of employees have declared their ethnicity. This percentage is increasing due to efforts to encourage employees to update this data. Turnover is also increasing this percentage as new employees are more likely to declare this information.
	<i>Staff Engagement:</i> Our people feel valued and engaged in Greater Wellington's purpose, resulting in a productive organisation.	Gallup overall employee engagement index.	Improve the 2022/23 result of 4.16.	Not Measured		The annual engagement survey will take place in May 2024.

Section 2: Organisational Priorities							
Priority	Outcome	Measure	2023/24 Target	Quarter status	Quarter result	Commentary	
	<i>Cultural Capability:</i> Robust implementation plan developed against He Iti Kahurangi (Māori Capability Framework) and Mātauranga Māori Framework	<p>Cultural capability programme in place that is inclusive of:</p> <ul style="list-style-type: none"> Te Reo Māori Mātauranga Māori Te Tiriti o Waitangi Sites of significance (led by mana whenua). <p>Survey of staff attending training completed annually.</p>	<p>Achievement of training targets.</p> <p>35% of staff have participated in cultural training²⁰.</p>	On Track		Training continues to be well attended.	
Organisational Excellence	Create and implement systems and processes to support continuous business improvement.	Greater Wellington fulfils its obligations fully to deliver value for money to its communities.	Proportion of 2021-31 Long Term Plan non-financial performance measures that are 'Achieved'.	80% of all LTP Non-financial performance measures are achieved by 30 June 2024.	Not Measured	Measured at year end. Indicative progress is in line with previous years, noting that a significant portion of LTP measures are assessed at the end of the financial year through methods such as the Metlink customer satisfaction survey.	
			Percentage of major projects with an overall "green" rating (on track in terms of schedule, budget, managing risks and issues, health and safety, stakeholders, and resources).	70% of all PMO-monitored 'Major' Projects have an 'On Track' (green) rating.	On Track	69% of major projects On Track	<p>The number of major projects drop one to 13. The percentage of major projects on track has improved from 57% in Q1 to 69% in Q2.</p> <p>The Let's Get Wellington Moving partnership is being dissolved as a result of new Government direction. Plus one new project started, two on hold and one completed during period.</p>
			Greater Wellington recognises the value of its data through the implementation of the organisational <i>Technology and Data Strategy</i> .	2023/24 objectives are achieved in line with the Technology and Data Strategy; emphasising treating our data consistently across the organisation, risk reduction, partnership, and oversight.	On Track		The ICT Strategy, which is aligned to the Technology and Data Strategy was endorsed by GM Corporate Services and planning for implementation is underway.

²⁰ In line with our Te Reo Policy, cultural training is completed by staff in at least one of the following areas: Te Reo Māori; Mātauranga Māori; Te Tiriti o Waitangi; and Sites of significance (led by mana whenua)

Greater Wellington Regional Council's Summary of Quarter Two Performance 2023/24 DRAFT

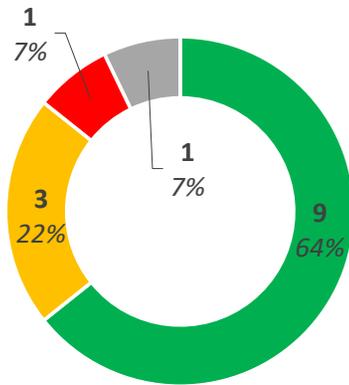
Section 2: Organisational Priorities						
Priority	Outcome	Measure	2023/24 Target	Quarter status	Quarter result	Commentary
		Response to our <i>Uncertainty and Risk Framework</i> prioritising activities that maintain our social license to operate	Identified significant uncertainty/risks are addressed through ELT and prioritised for action to reduce risk.	On Track		A new group risk reporting process has been full implemented, including new risk categories endorsed by ELT and supported by Council's Finance Risk and Assurance Committee (FRAC).
		Compliance with Greater Wellington's statutory responsibilities and Council policies	Annual Legal Compliance Survey completed, and results reported to FRAC in a timely manner.	On Track		The Comply With survey was reported to FRAC in the risk report in November 2023.
		Reporting on the financial performance of Council and major projects	Quarterly financial reports to Council on overall financial performance. Quarterly reporting to Council on the financial performance of major projects	On Track		The new Financial Forecast was added to ELT financial reporting in November. All regular financial reporting were delivered to Council through monthly and quarterly reporting. The Annual Report was adopted on 31 October with no audit qualification on the financials.
Reputation Enhance the reputation and relevance of Greater Wellington in the region.	Our communities trust Greater Wellington to focus on the right issues and deliver value for money.	Reputation Index – Community perception of trust, leadership, fairness, and social responsibility as measured by the Colmar Brunton brand tracker.	Maintain or improve the overall reputation score from the 2021/22 results of: <ul style="list-style-type: none"> GWRC: 89 Metlink: 82 	Not Measured	Results measured annually only.	The customer survey will take place again closer to the start of Q4. In the meantime, we're continuing to provide the organisation with marketing & comms support, a Customer Engagement Strategy is in development, and we're developing comms strategies for each business group.
		Regular one-on-one meetings with CEs of selected territorial authorities and iwi in the region to build trust and explore partnership opportunities ²¹ .	Regular meetings are scheduled, held and reported on.	On Track		Meeting routinely held with regions CEOs/Mayors and iwi partners. Many are scheduled on a quarterly basis, Strong one on one relationships exist with CEs across the region, and with CEOs of each of our Mana Whenua partners.

²¹ Greater Wellington's relationship with key local government partners is an important component of overall reputation and influences the perception of Greater Wellington's leadership role in the region

APPENDIX THREE: Major Projects – Quarter Two

Summary as at 31 December 2023:

Programme Management Office



	On Track
	Issues being managed at project manager level
	Significant issues require governance intervention

On Track
Kaitoke Flume Seismic Upgrade
Long Term Plan
Lower North Island Rail Integrated Mobility
Metlink Integrated Fares & Ticketing
Regional Flouride Dosing System
Regional Land Transport Plan
RiverLink
RPS Change Programme
Whakawhirinaki - Silverstream Water Bridge and Shared path

Issues being managed at project manager level
Let's Get Wellington Moving
pNRP Plan Change 1, 2 & 3
Toitu Te Whenua Parks Network Plan - Restoration programme Implementation

Significant issues require governance intervention
Te Marua WTP Capacity Upgrade

Not Measured
Te Whāriki Programme

**Council
29 February 2024
Report 24.81**



For Information

FINANCE UPDATE – January 2024

Te take mō te pūrongo

Purpose

1. To provide Council with Greater Wellington Regional Council's (Greater Wellington's) summary financial reports for the seven months to 31 January 2024.

Te tāhū kōrero

Background

2. This report provides a summary of the financial performance of Greater Wellington's activities for the seven months 31 January 2024 - [Attachment 1](#) refers. The amounts stated in this report and the attachment are GST exclusive.
3. In this report, we have incorporated the year-end forecast to anticipate the end of year position. Commentary has been supplied where there is a material variance to the original budget.
4. The result to January 2024 is a \$37.3m operating deficit. Greater Wellington had budgeted for an operating deficit of \$10.2m. This unfavourable variance to budget of \$27.1m is explained in the Analysis section of this report.

Te tātaritanga

Analysis

Key results

Revenue

5. Other revenue is \$30.7m lower than budgeted. There were two main drivers for this;
 - providing half-price fares for public transport through July and August (Estimated to be \$7.1m) without confirmation of Waka Kotahi subsidy.
 - change in travel behaviour since the patronage level assumptions were set in the 2021-31 Long-Term Plan (LTP), \$21.8m. 51% of this is claimable from Waka Kotahi.
6. Farebox revenue is forecasted to be down \$36.0m by the end of year, this has the flow on to increase grants and subsidies revenue by \$18.0m. The reason for this is 51% of all farebox is returned to Waka Kotahi as part of the net cost arrangement. Less farebox results in a higher claim as less farebox is offset against the operational costs.

7. To cover the farebox revenue losses, an additional loan has been included in the LTP budget if Waka Kotahi funding cannot be secured.

Expenses

8. Consultants, contractors, and suppliers are under by \$12.6m significantly attributed to Let's Get Wellington Moving that is now coming to an end on 31 March, \$9.6m. We are expecting \$9.2m underspend by end of the financial year.
9. Financing costs are \$5.3m over budget due to higher interest rates. This is partially offset by higher interest revenue of \$4.7m. As the upward pressure is anticipated to remain, \$4.8m net impact of higher finance costs is anticipated by end of June 2024.

Capital Expenditure (CAPEX)

10. Capital expenditure is 29% behind budget mostly due to Riverlink work being heavily scheduled for second half of the financial year and the National Ticketing Solution Transition project has been reclassified as Operating Expenditure (OPEX). Factoring into higher costs anticipated for Water Supply projects \$22.6m due to increased scope and fast tracking, we are expecting to exit the year with 3% overspend.

Ngā hua ahumoni

Financial implications

11. The report has no financial implications.

Ngā āpitihanga

Attachment

Number	Title
1	Councillor Financial Report – 31 January 2024

Ngā kaiwaitohu

Signatories

Writers	Sean Nicholson – Te Whakamahere me te Kaute Pūrongo Planning & Reporting Accountant Darryl Joyce – Kaiwhakahaere Matua Manager Accounting Services
Approver	Ali Trustrum-Rainey – Kaiwhakahaere Matua, Pūtea me ngā Tūraru Group Manager Finance and Risk

He whakarāpopoto i ngā huritaonga Summary of considerations
<i>Fit with Council's roles or with Committee's terms of reference</i> The Council has governance oversight of the robustness of the organisation's financial performance.
<i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i> The report reviews performance against the financial statements in Council's 23/24 Annual Plan plus rebudgets.
<i>Implications for Māori</i> Improving outcomes for mana whenua and Māori is one of the overarching strategic priorities in the Greater Wellington's 2021-31 Long Term Plan, and therefore reported against in Annual reports and outcomes are included in our budgeting and financial results.
<i>Risks and impacts - legal / health and safety etc.</i> There are no risks arising from this report.

Council Report (January 2024)

This report provides year to date financials for period ending 31 January 2024 with:

1. comparisons to the budget set in the 2023-24 Annual Plan and includes re-budgets approved by Council
2. projected variance for the full-year comparing the approved budgets to the current forecast

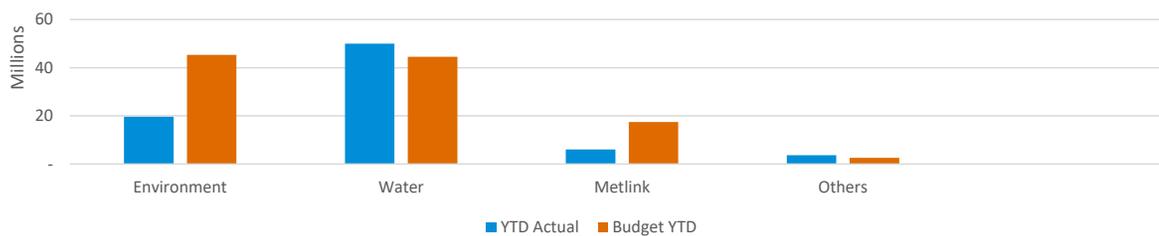
Summarised Profit and Loss as at January 2024

Summarised Profit and Loss as at January 2024

	Year to date			Full Year		
	Actual \$000s	Revised Budget \$000s	Variance \$000s	Forecast \$000s	Revised Budget \$000s	Variance \$000s
Operating Revenue						
Rates and Levies	153,632	153,779	(147)	265,118	263,622	1,496
Grants and Subsidies	98,770	92,299	6,472	181,070	157,953	23,117
Other Revenue	59,532	90,188	(30,655)	123,170	162,189	(39,019)
Total Operating Revenue	311,934	336,266	(24,331)	569,358	583,764	(14,406)
Operating Expenditure						
Personnel	49,157	49,089	67	86,024	83,878	2,146
Grants and Subsidies	155,712	146,678	9,034	264,658	252,152	12,506
Consultants, Contractors and Suppliers	95,042	107,608	(12,565)	174,521	183,769	(9,248)
Finance Costs	28,917	23,584	5,333	52,614	42,252	10,363
Depreciation	20,374	19,483	890	32,581	33,181	(600)
Total Operating Expenditure	349,202	346,443	2,759	610,398	595,232	15,167
Operating Surplus/(Deficit) before other items	(37,268)	(10,177)	(27,090)	(41,040)	(11,468)	(29,573)
Fair Value Movements	-	-	-	-	-	-
Operating Surplus/(Deficit)	(37,268)	(10,177)	(27,090)	(41,040)	(11,468)	(29,573)
Capital Expenditure	79,311	111,804	(32,493)	194,667	189,069	5,598

** Revised budget is budget set in the 2023-24 Annual Plan plus re-budgets approved by Council

Capital Expenditure by Group



GM of Finance and Risk Overview

With 5 months remaining in the current financial year, it's time to assess GW's expected year-end outcomes. Our latest forecast indicates a continuing pattern of decreased farebox and elevated financing costs, although the upward pressure in this area seems to be subsiding. At the group level, we anticipate fulfilling our capital programme.

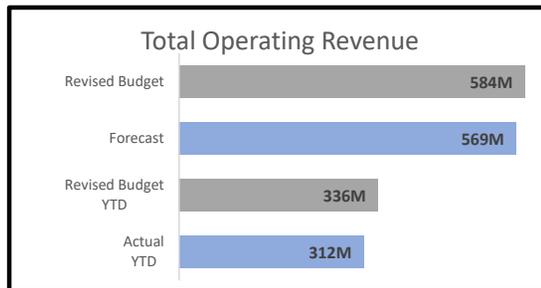
The implementation of half-price fares for public transport in July and August, without Waka Kotahi support, has led to a \$7.1 million reduction in farebox. Overall, farebox revenue is projected to decrease by \$36.0 million by year-end. This decline is counterbalanced by an increase in grants and subsidies revenue, amounting to \$18.0 million. The rationale behind this lies in the fact that 51% of all farebox is returned to Waka Kotahi as part of the net cost arrangement. A reduced farebox contributes to a higher claim, as less farebox is offset against operational costs. To offset the revenue loss from farebox, an additional loan of \$18.0 million has been incorporated into the Long-Term Plan (LTP) budget in case Waka Kotahi funding cannot be secured.)

Following our clean sheet capital budgeting exercise, we anticipate to end the year with a 3% overspend. Riverlink is expected to accelerate progress in February and achieve 95% CAPEX by year end. Higher costs are forecasted for Te Marua Water Treatment Plant (TMP) due to scope increase and fast tracking of various works. This is offset by an underspend in Metlink driven by National Ticketing System (NTS) project being reclassified as OPEX.

Other Items of Interest:

- Council currently has external debt of \$975m up from a starting balance of \$775m on 1 July 2023, of which \$136m is pre-funded debt.
- Council currently holds investments (excluding subsidiaries) of \$314m up from a starting balance of \$247m on 1 July 2023. This includes water contingency investments of \$50m, and pre-funding of \$136m.
- As GW goes out to consultation on the LTP we are in unprecedented uncertainty with political and economic shifts impacting on our projects, such as LGWM, and our overall operations. This uncertainty extends to our water-related activities, creating a challenging environment as we navigate through these changes.

Key Variance Commentary

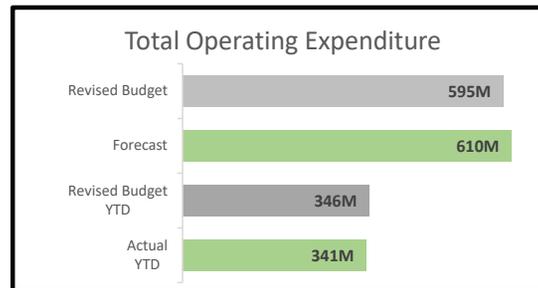


Metlink PT –

Council approved half-price fares for public transport through July and August without Waka Kotahi support has reduced farebox (**estimated \$7.1m**)

The balance of the reduced fare box is further contributed to a change in travel choice since the patronage level assumptions were set in the 2021-31 LTP, and underclaimed government concession of **\$21.8m**. 51% of this is claimable from Waka Kotahi.

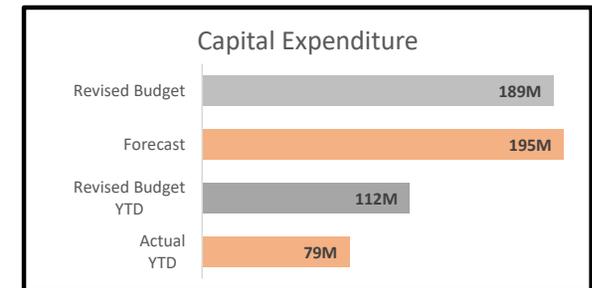
Grants and Subsidies is offsetting the reduced revenue by **\$4.3m** as a product of allowable expenditure and revenue payable to Waka Kotahi due to lower fare revenue off-set by lower operational and capital expenditure.



Strategy –

Contractor & Consultants is underspent driven by Let's Get Wellington Moving (LGWM), **\$9.6m**. The full year budget was **\$27.3m** for LGWM, this has been reduced to **\$7.5m** in the forecast, with the programme coming to an end on 31 March 2024.

Finance costs are **\$5.3m** over budget due to higher interest rates. This is partially offset by **\$4.7m** additional interest revenue. As the upward pressure is anticipated to remain, a net impact of **\$4.8m** unfavourable variance is estimated by end of June 2024.



Metlink PT –

National Ticketing Solution Transition of **\$5.2m** YTD budget has been reclassified as operating instead of capital expenditure.

Environment –

RiverLink implementation is **\$24.0m** behind budget, work is heavily scheduled for the second half of the financial year. Forecasting for full year to be **\$6.0m** underspent noting this is subject to Mills Street stopbank progress.

Council
29 February 2024
Report 24.90



For Decision

RESOLUTION TO EXCLUDE THE PUBLIC

That Council excludes the public from the following parts of the proceedings of this meeting, namely:—

Confirmation of the Public Excluded minutes of the Council meeting on Thursday 7 December 2023 – Report PE23.659

Appointment of Trustees to the Wellington Regional Stadium Trust – Report PE24.74

Public Transport Lease Opportunity – Report PE24.59

Confirmation of the Restricted Public Excluded minutes of the Council meeting on Thursday 7 December 2023 – Report RPE23.660

Interim Review of the Chief Executive’s Performance for 2023/24 – RPE24.27

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

Confirmation of the Public Excluded minutes of the Council meeting on Thursday 7 December 2023 – Report PE23.659	
<i>Reason for passing this resolution in relation to each matter</i>	<i>Ground(s) under section 48(1) for the passing of this resolution</i>
<p>The information included in these minutes relates to a proposed transfer of Greater Wellington Regional Council owned land to Porirua City Council on terms that have not finally been agreed.</p> <p>Excluding the public from the proceedings of the meeting is necessary as considering this information in public would be likely to prejudice or disadvantage the ability of Greater Wellington to carry on negotiations for the land transfer.</p> <p>Greater Wellington has not been able to identify a public interest favouring disclosure of this particular information in public proceedings</p>	<p>The public conduct for this part of the meeting is excluded as per section 7(2)(i) of the Act in order to enable Greater Wellington to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).</p>

of the meeting that would override the need to withhold the information.	
Appointment of Trustees to the Wellington Regional Stadium Trust – Report PE24.74	
<i>Reason for passing this resolution in relation to each matter</i>	<i>Ground(s) under section 48(1) for the passing of this resolution</i>
<p>The information contained in this report includes personal and identifying information about the proposed candidates for appointment. Withholding this information prior to Council’s decision is necessary to protect the privacy of those natural persons (section 7(2)(a) of the Act) as releasing this information would disclose their consideration as Trustees of the Wellington Regional Stadium Trust.</p> <p>Greater Wellington has not been able to identify a public interest favouring disclosure of this particular information in public proceedings of the meeting that would override the need to withhold the information.</p>	The public conduct of this part of the meeting is excluded as per section 7(2)(a) of the Act in order to protect the privacy of natural persons, including that of deceased natural persons.
Public Transport Lease Opportunity – Report PE24.59	
<i>Reason for passing this resolution in relation to each matter</i>	<i>Ground(s) under section 48(1) for the passing of this resolution</i>
<p>Information contained in this report relates to a lease opportunity in northern Wellington. Release of this information would be likely to prejudice or disadvantage the ability of Greater Wellington to carry on negotiations.</p> <p>Greater Wellington has not been able to identify a public interest favouring disclosure of this information in public proceedings of the meeting that would override the need to withhold the information.</p>	The public conduct for this part of the meeting is excluded as per section 7(2)(i) of the Act in order to enable Greater Wellington to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations),
Confirmation of the Restricted Public Excluded minutes of the Council meeting on Thursday 7 December 2023 – Report RPE23.660	
<i>Reason for passing this resolution in relation to each matter</i>	<i>Ground(s) under section 48(1) for the passing of this resolution</i>
Certain information contained in these minutes related to the future rail service procurement and contracting in the Wellington Region and to future bus procurement and contracting in the	The public conduct of this part of the meeting is excluded as per section 7(2)(h) of the Act in order to enable Greater Wellington to carry out, without prejudice or disadvantage, commercial

<p>Wellington Region. Excluding the public from the proceedings of the meeting is necessary as considering this information in public would be likely to prejudice or disadvantage the ability of Greater Wellington to carry out, without prejudice or disadvantage commercial activities, and would be likely to prejudice or disadvantage the ability of Greater Wellington to carry on negotiations with a potential operator/s for the Metlink public transport network.</p> <p>Greater Wellington has not been able to identify a public interest favouring disclosure of this information in public proceedings of the meeting that would override the need to withhold the information.</p>	<p>activities and 7(2)(i) of the Act in order to enable Greater Wellington to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).</p>
<p>Interim Review of the Chief Executive’s Performance for 2023/24 – RPE24.27</p>	
<p><i>Reason for passing this resolution in relation to each matter</i></p>	<p><i>Ground(s) under section 48(1) for the passing of this resolution</i></p>
<p>The information contained in this report relates to the Chief Executive’s performance for 2023/24. Release of this information would prejudice the Chief Executive’s privacy by disclosing details of their performance agreement with the Council.</p> <p>Greater Wellington has not been able to identify a public interest favouring the disclosure of this particular information in public proceedings of the meeting would override the Chief Executive’s privacy.</p>	<p>The public conduct of this part of the meeting is excluded as per section 7(2)(a) of the Act in order to protect the privacy of natural persons, including that of deceased natural persons.</p>

This resolution is made in reliance on section 48(1)(a) of the Act and the particular interest or interests protected by section 6 or section 7 of that Act or section 6 or section 7 or section 9 of the Official Information Act 1982, as the case may require, which would be prejudiced by the holding of the whole or the relevant part of the proceedings of the meeting in public.