

**BEFORE INDEPENDENT HEARING COMMISSIONERS APPOINTED BY THE  
WAIMAKARIRI DISTRICT COUNCIL**

**IN THE MATTER OF**

The Resource Management Act 1991 (**RMA** or  
**the Act**)

**AND**

**IN THE MATTER OF**

Hearing of Submissions and Further  
Submissions on the Proposed Waimakariri  
District Plan (**PWDP** or **the Proposed Plan**)

**AND**

**IN THE MATTER OF**

Hearing of Submissions and Further  
Submissions on Variations 1 and 2 to the  
Proposed Waimakariri District Plan

**AND**

**IN THE MATTER OF**

Submissions and Further Submissions on the  
Proposed Waimakariri District Plan and  
Variation 1 by **Bellgrove Rangiora Limited**

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**EVIDENCE OF MICHELLE RAEWYN RUSKE-ANDERSON  
ON BEHALF OF BELLGROVE RANGIORA LIMITED  
REGARDING STREAM 10A FUTURE DEVELOPMENT AREAS**

Dated: 2 February 2024

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## INTRODUCTION

- 1 My name is Michelle Raewyn Ruske-Anderson.
- 2 I hold the qualification of Masters of Environmental Policy and Bachelor of Environmental Management and Planning from Lincoln University, and am a Full Member of the NZ Planning Institute.
- 3 I have been employed by Aurecon since 2014 where I currently hold the position of Manager – Environment and Planning.
- 4 My previous work experience includes some nine years in the field of resource management. The majority of this has been in land development (residential and commercial), transport and infrastructure planning, involving the preparation and oversight of resource management applications.
- 5 My role in relation to the Waimakariri Proposed District Plan and Variation 1 is as an independent expert witness to Bellgrove Rangiora Limited (**Bellgrove Rangiora Limited** or **Bellgrove**) on planning matters. I have been involved with Bellgrove since 2020, preparing the Stage 1 resource consent application approved 29 June 2022 under the COVID-19 Recovery (Fast-track Consenting) Act 2020 (**Stage 1 Consent**)<sup>1</sup>, advising on the District Plan Review process and preparing submissions.
- 6 Although this is not an Environment Court proceeding, I have read the Environment Court's Code of Conduct and agree to comply with it. My qualifications as an expert are set out above. The matters addressed in my evidence are within my area of expertise, however where I make statements on issues that are not in my area of expertise, I will state whose evidence I have relied upon. I have not omitted to consider material facts known to me that might alter or detract from the opinions expressed in my evidence.

## SCOPE OF EVIDENCE

- 7 I have prepared evidence in relation to:
  - (a) the relief sought by Bellgrove;
  - (b) the appropriateness of the proposed Future Development Area (**FDA**) Overlay Provisions, including

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<sup>1</sup> Subdivision Consent RC125579 and Land Use Consent RC225227 approved 29 June 2022. In October 2023 these were superseded by Subdivision Consent RC235154 and Land Use Consent RC235155.

- (i) the geographic extent of the South East Rangiora Development Area (**SER DA**); and
  - (ii) the proposed relevant Outline Development Plans (**ODP**); and
- (c) the s42A Report's recommended amendments in response to the relief sought by Bellgrove.

8 Specifically, my evidence addresses the following:

- (a) Amendments sought by Bellgrove to the North-East Rangiora Outline Development Plan (**NER ODP**);
- (b) The s42A Report's recommended Certification Consent Process;
- (c) Inclusion of the full extent of Bellgrove's landholding within the SER-DA; and
- (d) Amendments sought by Bellgrove to the SER ODP.

9 In preparing this statement of evidence I have considered the following documents:

- (a) the National Policy Statement on Urban Development 2020 (May 2022) (**NPS-UD**);
- (b) the Canterbury Regional Policy Statement (**CRPS**);
- (c) the operative Waimakariri District Plan (**WDP**) and the proposed Waimakariri District Plan (**PWDP**);
- (d) WDC's s42A Report on Development Areas prepared by Peter Wilson (**s42A Report**); and
- (e) The statement of evidence of Jason Trist for Bellgrove in respect of infrastructure matters.

10 To assist the Panel in its understanding and orientation of Bellgrove's landholding in the context of the PWDP and its submission, I have included a series of plans in Attachments 1-4 that I will refer to where these help reinforce my views and analysis.

## SUMMARY OF MY EVIDENCE

- 11 Bellgrove's landholdings (refer Attachment 1) are largely located within the NER-DA and the SER-DA and subject to the relevant proposed ODP's contained within the PWDP (the NER ODP and SER ODP).
- 12 The relief sought by Bellgrove can best be summarised as ensuring that the PWDP provides for future residential development of the Bellgrove land holdings within South-East and North-East Rangiora; and associated provisions which will assist delivering sufficient, feasible, certain, plan-enabled land development capacity for residential use.
- 13 I generally agree with the assessment of Bellgrove's submission points in the s42A Report and acknowledge that many of the requested amendments have been accepted in full or in part. My evidence provides particular focus on minor, albeit important, amendments to improve the workability of the recommended certification consent process and relevant provisions; the inclusion of the full extent of Bellgrove's Lot 2 DP 452196 (hereafter referred to as the '**Additional Land**', refer Figure 4 below and Attachment 1) within the SER DA and associated ODP; and amendments sought to the SER ODP.
- 14 I generally agree with the s42A Report's recommendation that the notified certification process for FDAs be revised to a restricted discretionary activity consent process. However, I have suggested some amendments to the recommended matters of discretion to improve the application of these provisions in practice.
- 15 I provide planning background relevant to the request to include the Additional Land within the SER DA and corresponding ODP, along with a planning assessment of the relevant overarching planning documentation, including the NPS-UD and the CRPS.
- 16 Based on the conclusions reached in the expert infrastructure evidence for Bellgrove, and from my own assessment, I consider that the requested amendments to the SER ODP provide the appropriate framework for future residential development of Bellgrove's landholding and integration with the balance of the SER DA.
- 17 My overall conclusion is that the amendments sought by Bellgrove to the PWDP and the certification consent provisions recommended within the s42A Report will ensure the most efficient, effective and appropriate provisions are

in place to achieve the objectives of the District Plan and the purpose of the Act.

### RELIEF SOUGHT

- 18 The relief sought by Bellgrove can best be summarised as ensuring that the PWDP provides for future residential development of Bellgrove's land holdings within South-East and North-East Rangiora (refer Figure 1 below and Attachment 1 for location and legal descriptions); and that associated provisions assist in delivering sufficient, feasible, certain, plan-enabled land development capacity for residential use.

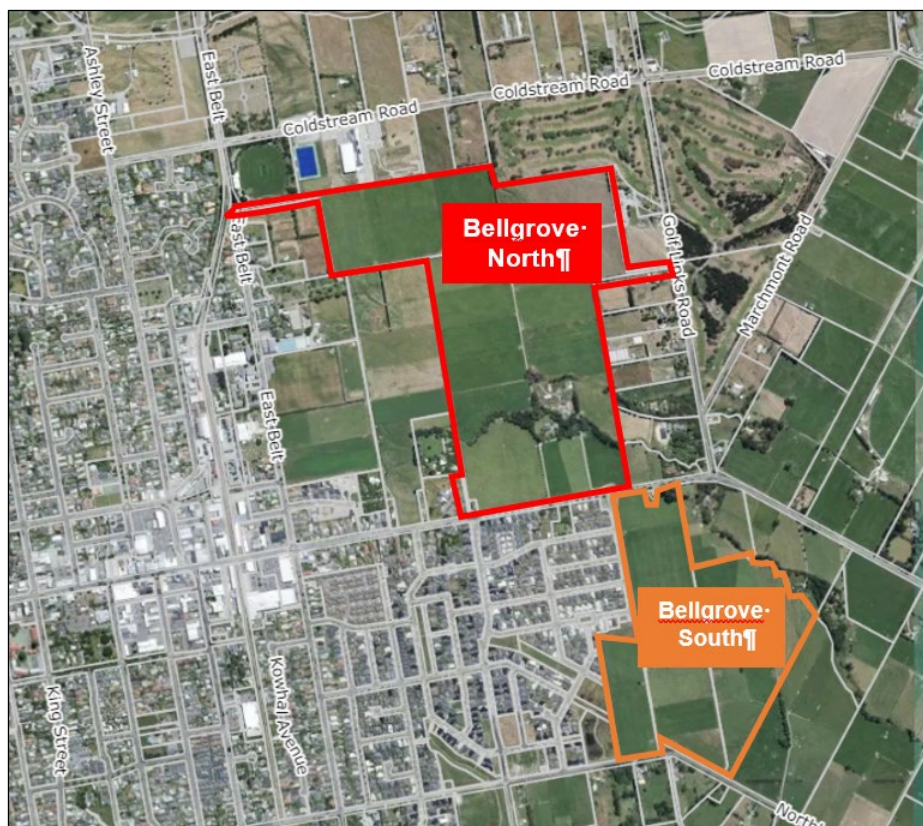


Figure 1. BRL Landholding, east Rangiora

- 19 In this regard, Bellgrove support the identification of their land within the NER DA and SER DA.
- 20 The s42A Report by and large accepts or accepts in part the relief sought by Bellgrove in respect of its individual submission points, namely by retaining a certification process for FDA's and through the recommendation to amend the NER-ODP to reflect Bellgrove's approved Stage 1 Consent (Figures 2I and 2L, Attachment 2).

21 I generally agree with the assessment in the s42A Report regarding these matters, however I suggest some minor changes to the recommended amendments for those submission points accepted in part, which I address in the remainder of this statement. For the reasons discussed below I disagree with the s42A Report's recommendation to reject the inclusion of the Additional Land within the SER DA and associated ODP and to reject some of the changes to the SER ODP proposed by the Bellgrove submission.

## CONTEXT

22 Bellgrove's submission on the PWDP has a specific focus on the provisions for the New Development Areas. The submission expressed:

- a) broad support for the identification of the NER DA (relevant to Bellgrove North) and the SER DA (relevant to Bellgrove South) and provisions that enable the transition from the underlying proposed Rural Lifestyle Zone to residential development, subject to a prescribed certification process;
- b) general support for the provisions that are supportive of enabling residential growth;
- c) the need for additional flexibility and provision for residential development within the PWDP through the adoption of provisions that will deliver sufficient, feasible, certain, plan-enabled land development capacity for residential use; and
- d) changes to the NER ODP and SER ODP to reflect the proposed subdivision layout and additional work undertaken by Bellgrove following input into WDC's draft East Rangiora Structure Plan process, and inclusion of the Additional Land.

23 Bellgrove's subsequent submission (accepted late) on the PWDP sought its landholding be zoned for residential purposes rather than subject to the proposed certification process. The submission was made on the basis that the Resource Management (Enabling Housing Supply and Other Matters) Amendment legislation had been recently enacted (**the EHS Act**), which had the potential to delay the hearing and decisions on submissions, with a consequential delay in the certification provisions becoming operative and, in turn, the effective rezoning of Bellgrove's land.

- 24 Variation 1 as notified rezones Bellgrove North (located within the NER DA) from Rural Lifestyle Zone (**RLZ**, PWDP) to Medium Density Residential Zone (**MDRZ**). Bellgrove has also lodged a submission on Variation 1 to the PWDP, supporting the proposed rezoning of Bellgrove North, subject to minor amendments. I understand that Bellgrove's submission on Variation 1, and its late submission on the PWDP seeking immediate rezoning of the Bellgrove land, will be addressed in Hearing Stream 12 Rezoning of Land.

### AMENDMENTS SOUGHT TO THE NER ODP

- 25 The zoning of the Bellgrove North landholding (including the proposed MDRZ notified as part of Variation 1 to the PWDP) will be considered as part of Stream 12 'Rezoning of Land'. However, the associated ODP layers (Movement Network, Open Space and Stormwater Reserves, and Water and Wastewater Network) will not be impacted by the outcomes of the zoning decision, and in my opinion the ODP layers can be appropriately addressed and considered within Stream 10A.
- 26 I note for completeness and consistency that Bellgrove's submission on Variation 1 sought the inclusion of the full extent of the Bellgrove North landholding in the Medium Density Residential Zone, noting an area of Bellgrove land adjacent to the golf course had been indiscriminately omitted from the Zone, despite being identified within the NER ODP. Assuming the omission is addressed through Hearing Stream 12, I consider it appropriate that consequential changes are made to the ODP to reflect the full extent of the Zone in respect of Bellgrove's land.



Figure 2: NER ODP (Option B), PWDP

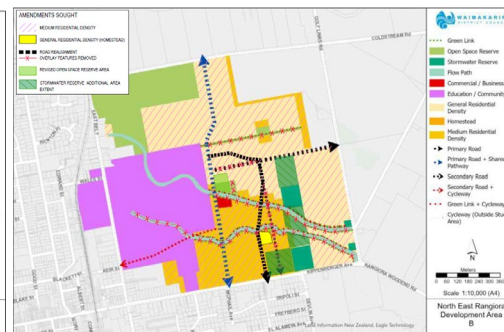


Figure 3: NER ODP, Bellgrove Submission

- 27 Figure 2 is an excerpt of the NER ODP from the PWDP, and Figure 3 illustrates the relief sought in Bellgrove's submission (larger versions at Figures 2G and 4C-1 in Attachments 2 and 4, respectively). The s42A Report recommends that

the changes to the NER ODP be accepted where these give effect to and recognise the Stage 1 Consent. I agree that this is appropriate in relation to area subject to the Stage 1 Consent, however note that Bellgrove's submission sought wider changes to the NER ODP that does not appear to have been considered by the s42A Report.

- 28 Bellgrove has also sought changes to the extent of stormwater reserve area and modifications to the alignment of the primary road movement network outside of the Stage 1 Consent area. Whilst the s42A Report supports changes to the NER ODP narrative text and maps to reflect the Stage 1 Consent (para 281 and 293, s42A Report), it does not appear to extend this recommendation to the balance of Bellgrove's land in the NER ODP (Figure 3 above and Figure 4C-1 in Attachment 4C).
- 29 Similarly, Appendix A 'Recommended Amendments to Development Areas' of the s42A report does not contain an updated NER ODP, simply noting that the ODP's are to be updated based on the approved Bellgrove subdivision consents RC225416 and RC215579<sup>2</sup>. It is therefore unclear if the full extent of Bellgrove's requested amendments are recommended to be accepted.
- 30 Irrespective, I consider it appropriate that the NER ODP be amended to include all of the changes sought by Bellgrove, including those beyond the Stage 1 Consent area. These changes not only reflect the Stage 1 Consent, but the level of additional work and development undertaken since input into the draft East Rangiora Structure Plan process.
- 31 Lastly, the s42A Report recommends that Option A be deleted from the NER ODP text. I agree with this recommendation given Option A will not be realised in respect of the Bellgrove land. However, I consider in the interest of improved readability of the District Plan, it would be appropriate to consequently change all references to Option B to simply the NER ODP. For example, the text relating to the land use plan (p. 201 of the s42A Report) continues to reference Option B. I also note that some references to Option A are not proposed to be struck out (for example on page 202 within the summary paragraph on the NER ODP).

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<sup>2</sup> s42 Report 'Stream 10A – FUDA), p. 227. NB. Mr Ian Carstens, Team Leader Resource Consents at WDC has confirmed via email 1 February 2024 that RCC225416 is not a consent associated with Bellgrove and is referenced in error.



## APPROPRIATENESS OF THE CERTIFICATION CONSENTING PROCESS FOR FUTURE DEVELOPMENT AREAS

- 32 The s42A Report recommends that the proposed certification provisions for FDA's be replaced with a resource consent certification process (para 83, s42A Report). I agree with the recommendation that the equivalent land use conversion be delivered via a restricted discretionary activity status 'certification consent' process. This process will provide greater certainty on how a certification request would be processed (including timeframes which are prescribed by the RMA), whilst retaining a more streamlined, efficient and cost-effective process to realise residential land use than a plan change. I consider the use of a restricted discretionary consent process appropriate for land such as Bellgrove's which higher order planning documents have, for close to 20 years, consistently identified as appropriate for future urban development (Figures 2A to 2L in Attachment 2 present a visual chronological summary of the planning history relating to the Bellgrove land).
- 33 From my review of the recommended certification provisions contained within Appendix A of the s42A Report, and considering the rationale of how these would apply in practice, I consider there are several amendments that could be made to improve the provisions from a planning perspective. These can be summarised as:
- a. Removal of the reference to land zoning in the certification rule provisions given the Development Area ODP's identify land use broadly as opposed to specific zones;
  - b. Amendments to the matters of discretion proposed for DEV-R1; and
  - c. Inclusion of a notification clause for a restricted discretionary certification consent.
- 34 The s42A Report recommends several new overall DEV provisions to the PWDP. I have reproduced the recommended provisions below and shown my suggested amendments in red text.

<b>DEV-R1</b>	<b>Certification of land for residential and commercial development within a Development Area</b>	
<b>DEV overlay</b>	Activity status: RDIS	<b>Activity status</b>

	<p>Where:</p> <ol style="list-style-type: none"> <li>1. Land is within the rural lifestyle zone; and</li> <li>2. Land is within the DEV overlay; and</li> <li>3. An ODP exists for that land within the plan; and</li> <li>4. <del>Zoning</del> <b>Proposed land use</b> <del>within the land</del> is in accordance with that ODP</li> </ol> <p>Matters of discretion are restricted to:</p> <p><b><u>RES-MD12 Certification of land in Development Areas</u></b></p> <ol style="list-style-type: none"> <li>1. The extent to which development will provide additional residential capacity to help achieve or exceed the projected total residential demand as identified in UFD-O1 (for the medium term) as indicated by the most recent analysis undertaken by Council in accordance with the NPSUD and published on the District Council website; and</li> <li>2. Consistency with the ODP <del>zone</del> <b>land use locations</b>; and</li> <li>3. The extent to which development will meet the following criteria: <ol style="list-style-type: none"> <li>a. firefighting flows within the piped treated water network servicing 95% of the Development Area will meet the SNZ PAS 4509:2008 New Zealand Fire Service Firefighting Water Supplies Code of Practice components;</li> <li>b. on-demand water schemes will have to capacity to deliver greater than 2000 litre connections per day at peak demand;</li> <li>c. water pressure within the piped treated water network servicing the Development Area is maintained at greater than 250kpa 100% of the time, and greater than 350kpa 95% of the time;</li> <li>d. surcharge of pipes and flooding out of manholes will not occur during a design rainfall event (20% AEP) within the stormwater network necessary for the servicing of potential development that is being released;</li> </ol> </li> <li>4. The provision of a geotechnical assessment and flood assessment for the area has been prepared for this area and the extent to which risks contained within the assessments can be avoided, or otherwise mitigated as part of subdivision design and consent;</li> <li>5. The provision of a stormwater assessment and the extent to which any identified risks contained within the assessments can be avoided, or otherwise mitigated as part of subdivision design and consent;</li> <li>6. The provision of a transport effects assessment and the extent to which recommendations contained within the assessment can be mitigated as part of subdivision design and consent;</li> <li>7. The extent to which sufficient capacity is available within either the Rangiora or Kaiapoi Wastewater Treatment Plants for the development;</li> <li>8. The provision of a staging plan including: <ol style="list-style-type: none"> <li>a. the amount of new residential sites created in the development subject to the application for certification;</li> <li>b. number of stages for the development; and</li> <li>c. how many sites will be created per stage;</li> </ol> </li> </ol>	<p><b>when compliance not achieved: DIS</b></p>
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	<p>9. The provision of an agreement between the District Council and the developer on the method, timing and funding of any necessary infrastructure and open space requirements is in place.</p> <p>10. Effects on landowners and occupiers within and adjacent to the ODP area <u>associated with RES-MD12.1-7.</u></p> <p><b><u>Advice Notes</u></b></p> <p><b><u>Limited Notification</u></b></p> <p><b><u>Any application arising from this rule shall not be publicly notified and shall only be limited notified to any affected landowner and occupier identified in accordance with RES-MD12.10 (absent their written approval).</u></b></p> <p><i>Lapse of consent:</i></p> <p><i>If a s223 certificate under the RMA has not been granted <b><u>for any stage within the certification consent</u></b> by the District Council within five years of the date of approval of the certification consent, the consent will lapse.</i></p> <p><b><u>Bundling:</u></b></p> <p><b><u>This consent may be bundled with subdivision consent under the subdivision provisions.</u></b></p>	
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- 35 My first amendment relates to the applicability of this new provision. Clause (4) refers to 'zoning of land' which raises interpretation issues given I understand that land subject to an approved certification consent will continue to retain its underlying Rural Lifestyle Zone (with further provisions in the plan triggering the relevant zone rules to apply to parts of an ODP following such time as certification has been obtained). At no point will a certification consent 'rezone' land, with this being required to be undertaken as part of a future plan change process. On this basis, I consider 'intended zoning' or 'proposed land use' would be the more appropriate terminology. A similar rationale sits behind my suggested wording amendment to the 2<sup>nd</sup> matter of discretion. The proposed ODP's do not show zoning, they simply show generic land use (for example the notified NER ODP shows 'commercial / business land' as opposed to a prescribed Commercial Zone and 'education/community land use' is shown as opposed to a specific zone.
- 36 Matter of Discretion (8) regarding staging also requires some additional comment. I note that there is nothing in the proposed DEV-R1 provision to prevent the staged certification of land within a FDA. I consider this appropriate given the FDA's comprise multiple landowners, and that some landowners (such as Bellgrove) have substantial land holdings and may wish to seek certification of their land in stages. Matter of Discretion (8) acknowledges this staged approach and enables a certification consent to

detail substages within a stage. Due to its size and single ownership, Bellgrove has to date been, and will continue to be, developed in stages.

- 37 Regarding the recommended matter of discretion (10), I consider "effects" to be unnecessarily broad and lacking the certainty required for a matter of discretion. Given higher order documents identify FDA's for residential development, the consideration of effects associated with the certification process should be limited to the technical matters expressed in matters of discretion (1) to (7).
- 38 As explanation for recommended matter of discretion (10), the s42A Report observes that the notified certification provisions do not provide for affected party and / or public interests to be considered. However, my concern is that as worded, matter of discretion (10) would enable any effect on adjacent landowners and occupiers to be considered, leading to uncertainty as to potentially affected parties, an increased risk of notification, and associated costs and delays in delivering anticipated residential growth in identified areas.
- 39 I consider such an unfettered consideration of effects is inappropriate for a certification process that is effectively focussed on verifying the suitability of the land from a technical / serviceability perspective. Discretion should therefore be limited to any effects associated with the matters addressed in (1) to (7), and the determination of affected parties determined accordingly. Any other effects associated with development of certified land are best managed by the corresponding zone provisions (e.g. subdivision standards, bulk and location standards) as part of the subsequent subdivision and land use consent process, which will ensure an acceptable and integrated development outcome
- 40 Given the recommended 'lapse of consent' and 'bundling' text effectively duplicates standard RMA provision, I do not consider it necessary or of any real value. If the Panel is of a mind to retain the recommended text, I consider it more appropriate that these are titled 'Interpretation Notes' or 'Advice Notes' to make it clear that they have no other status in terms of the DEV-R1 provision. Regarding the lapse advice note, I agree that it is appropriate to have a timeframe for the lapse of a certification consent to ensure that land that is approved for certification consent is development ready as is intended

by that process. I also agree that five years is an appropriate timeframe (as is standard for a land use consent<sup>3</sup>).

- 41 The recommended wording does not preclude or require that the entire area of land subject to a certification consent obtain s223 within five years, which I consider is appropriate. Development of the scale such as that contained within Bellgrove North or South may seek certification of multiple stages and that at such a large scale (Stages 2-5 of Bellgrove North will deliver approximately 600 residential lots) a five-year timeframe for s223 to be obtained would not be feasible for the entire development. My suggested amendment provides added clarity on this point.
- 42 Regarding the 'bundling' advice note I consider this unnecessary given the RMA already provides for the bundling of consents. Irrespective, I agree that in practice a landowner may seek certification for their entire landholding concurrent with associated subdivision and land use consents, or certification for multiple stages with subdivision consent subsequently sought for a single stage.
- 43 Lastly, I consider it appropriate that the restricted discretionary certification consent process justifies a notification clause, and have suggested wording to this effect. For the same reasons I have suggested limiting the consideration of "effects" under matter of discretion (10), it is also appropriate that any notification clause is similarly limited to any corresponding affected parties (where written approval is not obtained).
- 44 The certification process prescribed in the PWDP does not anticipate or require the involvement of adjacent properties. The PWDP must give effect to the CRPS which has identified the FDA's as suitable for residential growth and development. The certification consent process has the purpose of ensuring that the appropriate technical information has been provided to confirm the suitability of the land for its intended future residential purpose.
- 45 The certification consent process is very much a technical exercise, and it is therefore appropriate that any consideration of effects be limited to the findings of supporting technical analysis required by the process. It is only when that technical analysis identifies an associated effect on an adjacent property that a determination of potentially affected party status should be

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<sup>3</sup> RMA, s125

made. And in the event written approval is not forthcoming, notification should only be limited to that party.

- 46 I note that my suggested notification clause would only be apply to the restricted discretionary certification process, and would not restrict notification where certification is a full discretionary activity on account of not meeting any of recommended DEV-R1.1-4. Further, and as discussed above, the subsequent subdivision and land use consent process following certification of land provides the appropriate mechanism to consider "other" effects at the boundary interface based on the activity rules and built form standards applicable to the assumed zone.
- 47 Overall, the amendments I have suggested to recommended DEV-R1 are for the purpose of improving the readability, clarity, efficiency and implementation of the provisions relating to the certification consent process.
- 48 I support the intent of the DEV-R2 'General development and subdivision of land in Development Area where certification consent has been obtained' as recommended by the s42A Report, however consider the corresponding ODP's should clearly identify what the subsequent zoning provisions would be. As outlined above, the notified ODP's do not identify zoning per se, rather generic land use. For example, the NER ODP identifies Commercial / Business land instead of 'Local Centre Zone' or 'Neighbourhood Centre Zone'.
- 49 A simple amendment would be to clarify the corresponding zone provisions that would apply within the relevant ODP land use areas in the corresponding ODP text.
- 50 Similarly, I also support the intent of DEV-R4 'Subdivision Activities in the Development Area if certification consent has been obtained' as recommended by the s42A Report, which would enable the specific subdivision activity status, rules and standards to apply to the identified zones and areas within ODP's and supersede the underlying Rural Lifestyle Zone provisions. However, once again I raise concerns with how this will be interpreted given the notified ODP's do not clearly identify which zones should apply.
- 51 Lastly, I note that recommended DEV-R3 appears to be missing from Appendix A in the s42A Report. Regardless, based on the discussion in para 87 of the s42A Report, I support the intent of this provision to clarify that where

land within a Development Area has not yet been certified that the Rural Lifestyle Zone will continue to apply.

- 52 For completeness, I note that I support the recommended objectives and policies contained at Appendix A (DEV-O1, DEV-P1 and DEV-P2).

### INCLUSION OF THE ADDITIONAL LAND WITHIN THE SER DA

- 53 Lot 2 DP 452196 is a 14.2ha lot owned by Bellgrove (Record of Title 577722). The title was issued 13 July 2012, following the parent 20.10 ha allotment (Lot 2 DP 80275, CB45D/1257), which extended north to Rangiora Woodend Road, being split in two at the Ruataniwha / Cam River boundary as demonstrated in Figures 3A and 3B at Attachment 3. I understand that the full extent of Lot 2 DP 452196 has historically been farmed for rural land use purposes alongside the other Bellgrove South land holdings (Lot 2 DP 394668 at 15 Kippenberger Avenue and Lot 2 DP 12090).
- 54 The PWDP excludes the full extent of Lot 2 DP 452196 from the SER DA and consequentially the SER ODP, as does Map A in the CRPS (Figure 2F, Attachment 2), leaving approximately 4ha of the lot (the Additional Land) in the Rural Lifestyle Zone. Bellgrove's submission seeks the inclusion of the Additional Land in the SER ODP (as shown in Figure 4 below and Attachment 1).

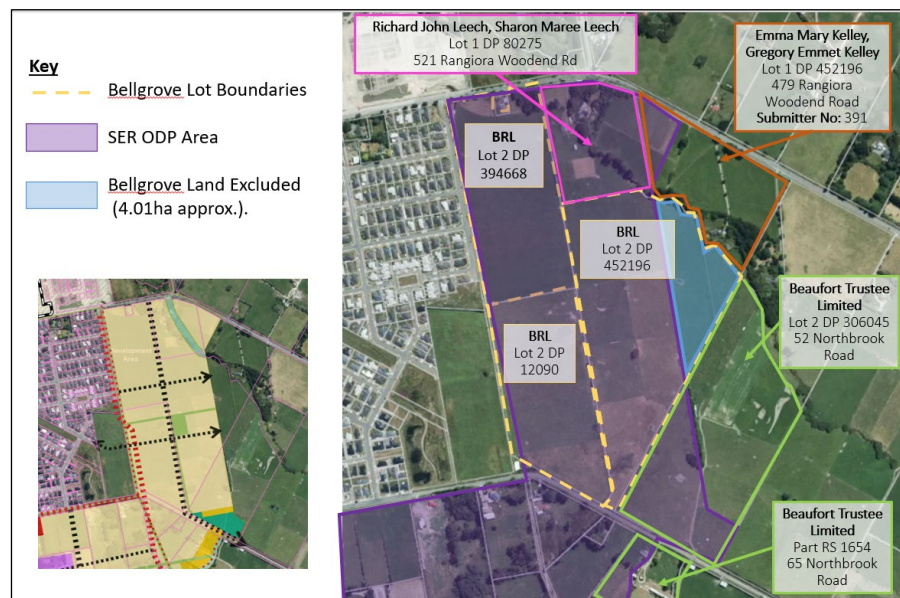


Figure 4. Additional Land (blue) excluded from the SER DA and SER ODP

- 55     The s42A Report notes in para 327 '*For the request to add all of Lot 2 DP 452196, I note that Map A in the CRPS bisects this parcel of land, with a small western portion of it within the development area, and most of the eastern portion outside of it. As the PDP must give effect to Map A insofar as it determines the extent of the development areas within the district, I consider that to adjust the development area boundary to include all of this parcel would result in the PDP being inconsistent with the CRPS. I cannot support this relief.*
- 56     This effectively severs the 14 ha lot, rendering approximately 4ha outside of the FDA. To this end, the s42A Report is incorrect when it says a small western portion of Lot 2 DP 452196 is within the development area and most of the eastern portion is outside of it – the reality is the exact opposite. Irrespective, this appears to my observation to be a unique situation and it is appropriate to firstly look at the contextual planning history behind this mapping outcome.
- 57     I understand the Bellgrove landholding has been earmarked for future residential development as early as 2007 when it was identified as an Indicative Growth Area in the Greater Christchurch Urban Development Strategy and Action Plan (**UDS**). Since then, progressive updates to the relevant planning frameworks of both WDC and ECan have further supported and reinforced the anticipated future urbanisation of the area in response to earthquake recovery initiatives and housing supply shortages. Most recently, the PWDP has generally included the land within two FDA's for greenfield residential growth in accordance with an ODP and a certification process that will, for development purposes, effectively convert the land from a Rural Lifestyle Zone to a Residential Zone.
- 58     In 2007 the UDS established the broad settlement pattern for Greater Christchurch for the next 35 years, identifying future growth opportunities, with East Rangiora identified as an Indicative Growth Area (Figure 2A, Attachment 2). The UDS area did not include a specific growth boundary, simply identifying the Indicative Growth Area in East Rangiora as a dot on the plan.



59 To implement the UDS, Proposed Change 1 to the CRPS (1998) was notified in July 2007, amending the CRPS to reflect the settlement pattern promoted by the UDS. This formally identified urban limits proposed for Rangiora (refer Figure 2B, Attachment 2) and introduced the Projected Infrastructure Boundary (**PIB**) line to Greater Christchurch (via Map 1). Whilst the rationale is not clear, this appears to be at the point that the land in question was 'severed' by a mapping representation that did not follow the existing cadastral boundaries. This is despite text included under Policy 1 'Urban Limits' of the notified PC1 (2007) stating that *the urban limits shown on Map 1 have been defined at property boundary scale although changes may occur through the ODP and change of zoning in the district plan processes as set out in Policy 8<sup>4</sup>*.

60 I consider that the severance of a property through a mapping exercise is not defining urban limits "at property boundary scale", and remain unsure why the cadastral boundaries were not followed in the preparation of Map 1 and the PIB, or how the dot in the UDS became a fixed urban limit at East Rangiora.

61 Policy 8 (PC1, 2007) outlined the mechanism for introducing Outline Development Plans for these areas and what these needed to cover, with the following explanatory text:

*Outline Development Plans...also provide the mechanism for achieving the type and form of development necessary to accommodate urban growth in a sustainable way. In addition these plans help to provide certainty for the community, developers, networks utilities providers and territorial authorities and that all constraints associated with the development of an area are investigated, addressed or protected at the time of initial urban zoning.*

62 It appears from this text that the intent was that the urban limits, whilst intended to be a hard line for statutory planning and growth policies, were to have their finer grain detail worked through later when ODP's were developed through district plan processes. It would therefore follow that it is appropriate that this detail be considered in the development of the SER ODP and as part of the PWDP.

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<sup>4</sup> Proposed Change No.1 to the Regional Policy Statement (July 2007), p. 10

- 63 The East Rangiora Structure Plan prepared in 2009 (Figure 2C, Attachment 2) simply adopted the PIB already set out by proposed PC1 to the CRPS with the document noting that the area *reflects the urban limits outlined in Proposed Change 1 to the Regional Policy Statement. Proposed Change 1 was publicly notified by Environment Canterbury (ECan) in July 2007*<sup>5</sup>. Again, no explanatory text is provided within the Structure Plan as to why cadastral boundaries were not followed.
- 64 It is worth noting that the East Rangiora Structure Plan explains that *an adopted structure plan is not intended to be a blueprint for development. The structure plan retains flexibility. The Waimakariri District council acknowledges that in the likely course of time and specific design studies, differing and improved alternatives are likely to become available that may result development proposals that differ from the adopted structure plan. It is expected that any structure plan will be reviewed as necessary to take account of any relevant policy initiatives, community aspirations and changes to infrastructure provision*.<sup>6</sup>
- 65 I note that no such review of the Structure Plan appears to have taken place (except for the creation of the notified ODP's in the PWDP which effectively supersede the former Structure Plans) and it is therefore appropriate that the Additional Land be considered as part of this District Plan Review.
- 66 In 2013 the Land Use Recovery Plan (**LURP**) was prepared under the Canterbury Earthquake Recovery Act 2011 to provide for residential and business land use to support recovery and rebuilding to 2028. The LURP identified greenfield land to ensure sufficient provision for urban development through to 2028 and took effect December 2013. Given the LURP focused on land development outcomes to 2028 (and not the longer term 2041 settlement pattern envisaged as part of the earlier Proposed Change 1 to the CRPS process), the Bellgrove landholdings were not included within a Greenfield Priority Area in Map A. The LURP did, however, identify the general Bellgrove landholdings and wider NER DA and SER DA areas within the PIB, which indicated the planned extent of urban development at Rangiora from 2028 to 2041(Figure 2D, Attachment 2).

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<sup>5</sup> Completed East Rangiora Structure Plan (August 2009), p. 2

<sup>6</sup> East Rangiora Structure Plan, WDC, p. 7

- 67 Substantial changes were then made to the CRPS in December 2013 to give effect to the LURP. The changes included the insertion of a new Chapter 6 'Recovery and Rebuilding of Greater Christchurch' and Map A 'Greenfield Priority Areas'. Map A illustrated the LURP settlement pattern for Greater Christchurch to 2028, identifying Greenfield Priority Areas for business and residential development. Consistent with the LURP, the NER DA and SER DA were included within the PIB of Rangiora.
- 68 The 2019 Our Space 2018-2048 Greater Christchurch Settlement Pattern Update (Our Space) built on the UDS of 2007, noting the land use changes which occurred following the Canterbury earthquake sequence, and identifying how Greater Christchurch could accommodate a further 150,000 people by 2048. Our Space was prepared to satisfy the requirement to produce a future development strategy, outlined in the National Policy Statement on Urban Development Capacity 2016.
- 69 Our Space identifies Greater Christchurch Future Development Areas (FDA's), and includes Eastern Rangiora (Figure 2E, Attachment 2). It requires FDA's to be incorporated into the CRPS and rezoned for urban development in the respective district plans where there is a projected shortfall in housing development capacity, enabling the territorial authorities to respond to changes in the sufficiency of development capacity over the medium term. Our Space directs WDC to undertake structure planning for the FDA's as part of the review of its district plan.
- 70 The Hearings Panel Recommendations Report on Our Space confirms that the Bellgrove Family Trust submitted on Our Space and sought to change the Projected Infrastructure Boundary to follow cadastral boundaries at the time<sup>7</sup>. The response was that "*Officers have generally recommended that additional land is best considered as part of subsequent RMA planning processes, including review of the Canterbury Regional Policy Statement and district plans, and relevant LGA process, including structure planning. It is proposed that a change to Chapter 6 of the Canterbury Regional Policy Statement be progressed using the streamlined planning process under the RMA, to ensure that future development areas necessary to meet development capacity needs*

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<sup>7</sup> <https://www.greaterchristchurch.org.nz/assets/Documents/greaterchristchurch/Our-Space-Hearings/Hearings-Panel-Recommendations-Report-FINAL-COLLATED-5-June-2019.pdf>, p. 64

*can be rezoned as part of the upcoming district plan reviews.*” Once again, this indicates that it is within a District Plan Review process that this detail be best considered or through a review of the CRPS (noting that this has been unable to take place given delays to the scheduled notification of changes to the CRPS). Overall, my understanding is that since the original 2007 PIB was notified there has been no opportunity to modify the boundary line of the SER DA to reflect cadastral boundaries as originally intended and to address the anomaly where 4ha of Bellgrove’s almost 100ha total landholding is excluded from a long-established urban growth pattern in East Rangiora.

- 71 Change 1 to Chapter 6 of the CRPS was made operative July 2021. It implements Our Space. It identifies the Future Development Areas on Map A (consistent with Our Space, including the NER and SER), inserted associated policy provisions through Policy 6.3.12, and made consequential changes to objectives, policies, text and definitions within Chapter 6 (Figure 2F, Attachment 2).
- 72 Subsequent to this, the PWDP was notified in September 2021 identifying the NER DA and SER DA (Figures 2G and 2H, respectively, Attachment 2).
- 73 Since the notification of the PWDP Bellgrove has continued to show commitment to meeting the demand for housing in the Waimakariri District. Noting the delays to the District Plan Review process and the increasing need for additional housing supply, Bellgrove sought approval for 198 residential lots within Stage 1 of Bellgrove North under the COVID-19 Recovery (Fast-track Consenting) Act 2020, which was approved 29 June 2022 (Figures 2I and 2L, Attachment 2). This land lies within Bellgrove North immediately above (north of) Kippenberger Avenue. Work has subsequently continued with titles issued for Stages 1A and Stage 1B. Titles are currently being worked through for Stage 1C (all civil works complete) and the civil works for Stage 1D are nearing completion. In addition, the roading upgrade to Kippenberger Avenue has been completed with the new Kippenberger Avenue roundabout almost complete. I understand that it is also Bellgrove’s intention to apply for subdivision consent for Stages 2-5 (the remainder of Bellgrove North) with WDC during Quarter 2 of 2024.
- 74 Bellgrove’s commitment is further demonstrated by the funding agreements secured under the Government’s Infrastructure Acceleration Fund (**IAF**)

initiative as part of the Housing Acceleration Fund (announced in March 2021). The IAF agreements for the Bellgrove development (copies attached at Attachment 5) are:

- (a) IAF Funding Agreement between Kainga Ora and WDC (11 October 2022); and
- (b) IAF Housing Outcomes Agreement between Kainga Ora, WDC and Bellgrove (11 October 2022)

- 75 The Funding Agreement commits Kainga Ora to pay \$5.7 million to WDC for transport and three waters projects that have the capacity and can enable the delivery of 1,300 affordable and market homes within the Bellgrove development.
- 76 The Housing Outcomes Agreement commits Bellgrove to provide a total of 1,300 dwellings in aggregate across the entire Bellgrove North and Bellgrove South landholdings. The Description of Developer's Land within Item 3 (page 3) includes "RTs 577722", which relates to Lot 2 DP 452196 and, therefore, the Additional Land. Figure 2K in Attachment 2 is the "Land map" from the Agreement (Attachment B), which shows the Additional Land included as part of the entire Bellgrove development.
- 77 The situation faced by Bellgrove reflects the timing of different planning processes underway in Greater Christchurch. The CRPS has not yet been revised to give effect to the NPS-UD and I understand is currently subject to review with changes anticipated to be notified at the end of this year (noting that this was previously intended to occur in 2022<sup>8</sup>). To wait for the CRPS to address this mapping anomaly would be inefficient and seems contrary to the NPS-UD which directs and anticipates authorities to provide for urban development in a timely manner where it is appropriate.
- 78 The inclusion of the Additional Land within the SER DA would address the mapping anomaly that, for the reasons outlined below, would not undermine the CRPS. From the planning background outlined above the District Plan Review is an appropriate RMA process to look at the cadastral boundary

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<sup>8</sup> Officers considered that the appropriate process to consider the merits of such a policy change is during the review of the Canterbury Regional Policy Statement scheduled for 2022<sup>8</sup>. Our Space Hearings Panel Report, p. 113

mapping at a finer grain and the overall merits of the development area boundary.

### **Statutory Planning Framework**

- 79 The NPS-UD aims to remove barriers to the supply of land and infrastructure and make room for growth in a structured and integrated way. It applies to all planning decisions that affect an urban environment (i.e., any area of land that is, or is intended to be, predominantly urban in character; and is, or is intended to be, part of a housing and labour market of at least 10,000 people). It requires WDC, as a Tier 1 local authority, to:

*provide at least sufficient development capacity to meet expected demand for housing and for business land over the short-term, medium-term, and long-term."*<sup>9</sup>

This is directly applicable to the future urban environment of Rangiora, and the Bellgrove landholding, including the Additional Land.

- 80 The NPS-UD places emphasis on urban growth for Greater Christchurch (including within Waimakariri District) and the PWDP must be prepared in accordance with the NPS-UD. Greater Christchurch is the only Tier 1 urban environment in the South Island identified in the NPS-UD. Tier 1 areas being those subject to the most directive policies which have been targeted towards the largest and fastest growing urban centres, where the greatest benefits will be realised.
- 81 The NPS-UD represents the Government's latest thinking on how to encourage plan-enabled, well-functioning and liveable urban environments that meet the diverse needs of their communities. It is the key planning instrument specifically designed to manage urban growth in New Zealand's fastest growing urban areas, with Rangiora no exception.
- 82 Enabling MDRZ on the Additional Land through the amendment to the SER ODP proposed by Bellgrove would be generally in accordance with the NPS-UD because the Additional Land is a natural extension of the SER ODP and Mr Trist's evidence demonstrates that it is infrastructure-enabled and can be provided with appropriate roading connections.

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<sup>9</sup> Policy 2, NPS-UD

- 83 The CRPS does not yet give effect to the NPS-UD 2020.
- 84 Specifically, Objective 6.6.1 (3) Recovery Framework' of the CRPS looks to ensure that development within Greater Christchurch

*avoids urban development outside of existing urban areas or greenfield priority areas for development, unless expressly provided for in the CRPS.*

- 85 The explanatory text noting that

*the purpose of this objective is to provide for an outcome where appropriate urban development is enabled within specified spatial areas around Greater Christchurch, so that resources can be focused on rebuilding, and delivering growth and recovery to those priority areas. This provides certainty to all resource users as to locations for development, enabling long-term planning and funding for strategic, network and social infrastructure (such as schooling and healthcare), and protection of Greater Christchurch's natural and physical resources<sup>10</sup>.*

- 86 Objective 6.2.2 of the CRPS 'Urban form and settlement pattern' outlines a similar sentiment that:

*urban form and settlement pattern in Greater Christchurch is managed to provide sufficient land for rebuilding and recovery needs and set a foundation for future growth, with an urban form that achieves consolidation and intensification of urban areas, and avoids unplanned expansion of urban areas....*

- 87 The intent behind Map A's inclusion relates to certainty and efficiency of infrastructure delivery for appropriately located greenfield residential development. This is further confirmed by the Hearings Panel Recommendations Report on Our Space which (p. 113) notes that

*'Map A was inserted into the Canterbury Regional Policy Statement through the Land Use Recovery Plan, having previously been included in Plan Change 1 to the Canterbury Regional Policy Statement. They said that the projected infrastructure boundary gives infrastructure*

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<sup>10</sup> CRPS, July 2021, p71

*providers certainty around where growth will be focused, for forward planning and infrastructure planning purposes. Officers consider this remains an appropriate mechanism to ensure the strategic integration of infrastructure with urban activities and the attainment of the intensification and consolidation objectives of Chapter 6 in the Canterbury Regional Policy Statement.*<sup>11</sup>

- 88 In this regard, I refer to Mr Trist's evidence which confirms that that the Additional Land can be readily and logically developed in conjunction with the balance of Bellgrove's landholding in the SER DA. It is infrastructure enabled, can be provided with roading connections and all services that are necessary to enable it to be developed, and has no geotechnical issues preventing it from development as part of the wider Bellgrove development.
- 89 Further the inclusion of the Additional Land will ensure the protection, maintenance and enhancement of the Cam/Ruataniwha River whilst enabling the river to form the natural boundary between rural and residential land use in South-East Rangiora. In addition, it will provide opportunities for ecological and amenity enhancement to be captured within the SER ODP (as shown in the requested amendments sought to the SER ODP in Attachment 4B), contributing to a well-functioning urban environment that would also meet the intent of the CRPS Recovery Framework Objective 6.2.1 (4) and (6) by protecting, maintaining and improving the natural surface waterbody.
- 90 Inclusion of the Additional Land within the SER ODP is generally consistent with the outcomes anticipated by the CRPS objectives and policies within Chapter 6 and the only point of inconsistency appears to be in relation to Objective 6.6.1(3). Given the relatively small size of the land, its location adjacent to land already within the SER ODP, and the provision already made for servicing this area through the IAF Agreement, I do not consider any material harm arises from the inclusion of the Additional Land. Further, inclusion of the Additional Land would appear to be consistent with the outcomes for urban development anticipated by the NSP-UD.

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<sup>11</sup> <https://www.greaterchristchurch.org.nz/assets/Documents/greaterchristchurch/Our-Space-Hearings/Hearings-Panel-Recommendations-Report-FINAL-COLLATED-5-June-2019.pdf>, p. 113



- 91 There are a number of other matters relevant to the consideration of the Additional Land that distinguish it from other land at the periphery of urban areas, and provide comfort that the inclusion of the Additional Land within the SER DA would not set a precedent for widespread changes to the FDA's that are inconsistent with Map A. These are outlined below:

*Creation of a non-complying balance lot*

- 92 The Additional Land is approximately 4ha (Figure 5).



Figure 5. 4.01 ha extent of Lot 2 DP 452196 excluded from the SER DA

- 93 Subdivision and development of the SER DA as notified would leave a 4 ha balance block. Given the Additional Land shares some 103m of its northeast boundary with the Cam/Ruataniwha River, a minimum 20m wide esplanade reserve or strip would be required to be provided in accordance with SUB-S17 'Esplanade Reserves or Strips' (noting that the Cam/Ruataniwha River is a water body listed in Table SUB-2 for the purpose of conservation and natural hazard mitigation). This would result in a total esplanade provision of approximately 2,060m<sup>2</sup>, reducing the area of the resultant rural allotment to approximately 3.8ha, contrary to the 4ha minimum lot size for subdivision and residential activity in the Rural Lifestyle Zone (non-complying activity). This does not represent a good planning outcome or efficient use for this block, especially noting Mr Trist's evidence that the Additional Land can be readily developed to provide for a well-functioning urban environment in conjunction with the wider Bellgrove South.

- 94 The Kelley block to the north (Lot 1 DP 452196) is the only other block which could be similarly impacted by this provision. From my analysis approximately 5ha of this block is located outside the SER DA, i.e. similarly severed by the SER DA boundary. Despite being larger than 4 ha, its subdivision would also trigger the esplanade reserve requirement which, based on approximately 295m of the Cam / Ruataniwha River, equates to 9740m<sup>2</sup>. It is therefore possible that subdivision of the Kelley block would retain a compliant balance lot in the Rural Lifestyle Zone. To this end, the Additional Land is the only land that will result in a non-complying lot having to be created in the Rural Lifestyle Zone on account of the severance caused by the SER DA as notified.

*Additional Land would be land locked*

- 95 The Additional Land would effectively be land locked, required to be accessed through an area of Medium Density Residential development. Whilst this may not have any practical issues, it is at the very least an unusual and unique situation with no direct access enabled from either Northbrook Road or Rangiora Woodend Road. I note that for 479 Rangiora Woodend Road (Lot 1 DP 452196) and 52 Northbrook Road (Lot 2 DP 306045), their balance land outside the SER DA would continue to have direct access from the existing road network (and not be required to navigate a newly established built-up urban environment). The SER-ODP even anticipates vehicle access for the remaining portion of 52 Northbrook Road with the ODP leaving a small access strip with no land use identified (Figure 6).

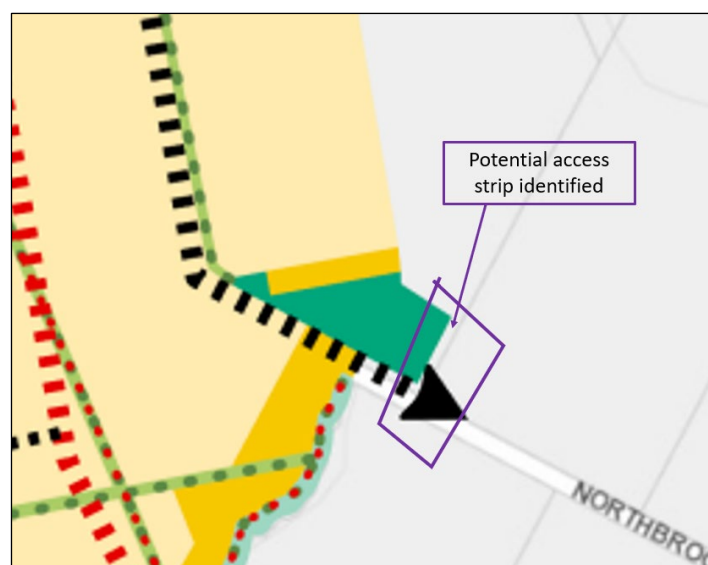


Figure 6. SER ODP showing a strip of no land use activity indicating a potential access location for the remaining Rural Lifestyle zoned portion of 52 Northbrook Road (Lot 2 DP 306045)

*Movement Patterns East Identified*

- 96 The SER ODP indicates two road connections into the Additional Land from the balance of the Bellgrove land (refer Figures 4A-1 and 4A-3, Attachment 4).

*Additional Land Development Ready*

- 97 The Additional Land is part of Bellgrove's wider substantial adjacent land holding with all master planning and development considerations for Bellgrove South accommodating its inclusion. It is on this basis that its inclusion can be well integrated and result in the establishment of a well-functioning urban environment.

*No Further Submissions*

- 98 There are no further submissions opposing Bellgrove's request to include the Additional Land in the SER DA.

*Infrastructure Enabled and integrated with Bellgrove South*

- 99 Mr Trist's evidence demonstrates that the Additional Land can be readily and logically developed in conjunction with the balance of Bellgrove South. It is infrastructure enabled and can be provided with roading connections and all services that are necessary to enable it to be developed, with no geotechnical issues preventing it from development as part of the wider Bellgrove development.

*IAF Agreement*

- 100 As mentioned above, the Additional Land is subject to the IAF Agreements that 1) commit WDC to the specified Enabling Infrastructure Projects that will accelerate 1,300 new dwellings in the Bellgrove development, and 2) commit Bellgrove to the delivery of those 1,300 dwellings. I consider the IAF Agreements set the Additional Land apart from other Records of Title that may straddle the boundary of an ODP in the PWDP and the boundary of an FDA on Map A of the CRPS.
- 101 In summary to this point, the NPS-UD directs WDC to provide for more housing in places close to jobs, community services, public transport and to respond to market demand. Assessing the CRPS in isolation of this higher-order document would not present an appropriately balanced or considered

view of the environment or context of the Additional Land. For the foregoing reasons, I consider the inclusion of the Additional Land within the SER DA would meet the intent behind the inclusion of Map A in the CRPS, and that it is appropriate that a finer grain cadastral boundary analysis be taken to determine the practical, logical and efficient delineation of the SER DA in the PWDP as it concerns Bellgrove's land.

102 In the alternative, should the Panel not be attracted to the approach outlined above, I note that there is scope to do so through the concept of responsive planning provided by Policy 8 of the NPS-UD.

103 Policy 8 provides:

*Local authority decisions affecting urban environments are responsive to plan changes that would add significantly to development capacity and contribute to well-functioning urban environments, even if the development capacity is:*

*(a) unanticipated by RMA planning documents; or*

*(b) out-of-sequence with planned land release.*

104 Policy 8 is supported by implementation clause 3.8 of the NPS-UD which provides that:

*3.8 Unanticipated or out-of-sequence developments*

*(1) This clause applies to a plan change that provides significant development capacity that is not otherwise enabled in a plan or is not in sequence with planned land release.*

*(2) Every local authority must have particular regard to the development capacity provided by the plan change if that development capacity:*

*(a) would contribute to a well-functioning urban environment; and*

*(b) is well-connected along transport corridors; and*

*(c) meets the criteria set under subclause (3).*

*(3) National Policy Statement on Urban Development 2020 – updated May 2022 17 Every regional council must include criteria in its regional policy statement for determining what plan changes will be*

*treated, for the purpose of implementing Policy 8, as adding significantly to development capacity.*

- 105 Inclusion of the Additional Land within the SER DA would provide an additional development capacity of approximately 57 households (based on an indicative yield of 15 hh/ha as referred to in Mr Trist's evidence, which accounts for approximately 2,060m<sup>2</sup> set aside as esplanade reserve). Whilst this may not be considered 'significant' in the context of the housing requirements for Greater Christchurch, or possibly even in the context of the Waimakariri District, I do consider it to be significant in the context of Bellgrove South and the SER DA. Further, its inclusion within the SER DA in an area which is infrastructure-enabled with good transportation connections is consistent with the NPS-UD objectives of achieving a well-functioning urban environment and consolidated urban form and ensuring that housing is provided for in an efficient manner for housing affordability.

#### **AMENDMENTS SOUGHT TO THE SER ODP**

- 106 Regardless of the outcome regarding the Additional Land, I disagree with the s42A Report that the ODP changes requested by Bellgrove cannot be supported *unless they are similarly considered by the other primary developer (Spark), para 327.*
- 107 The changes sought by Bellgrove to the SER ODP are appropriate, necessary and will not impede future development within the SER ODP area (including that within the Spark land further south). I consider that it is appropriate for these changes to be considered now given the knowledge Bellgrove has about how its land will be developed to ensure the most streamlined certification and subdivision consent process.
- 108 As outlined in Mr Trist's evidence the proposed changes sought to the SER ODP (Figures 4B-1 to 4B-5, Attachment 4) represent a more practical and efficient framework for the development of Bellgrove South, and do not in any way compromise or restrict the development potential of other properties within the remainder of the SER ODP.
- 109 I acknowledge that the s42A Report recommends the change showing the relocated pump station be accepted (para 327) and agree that the SER ODP should be amended to reflect this.

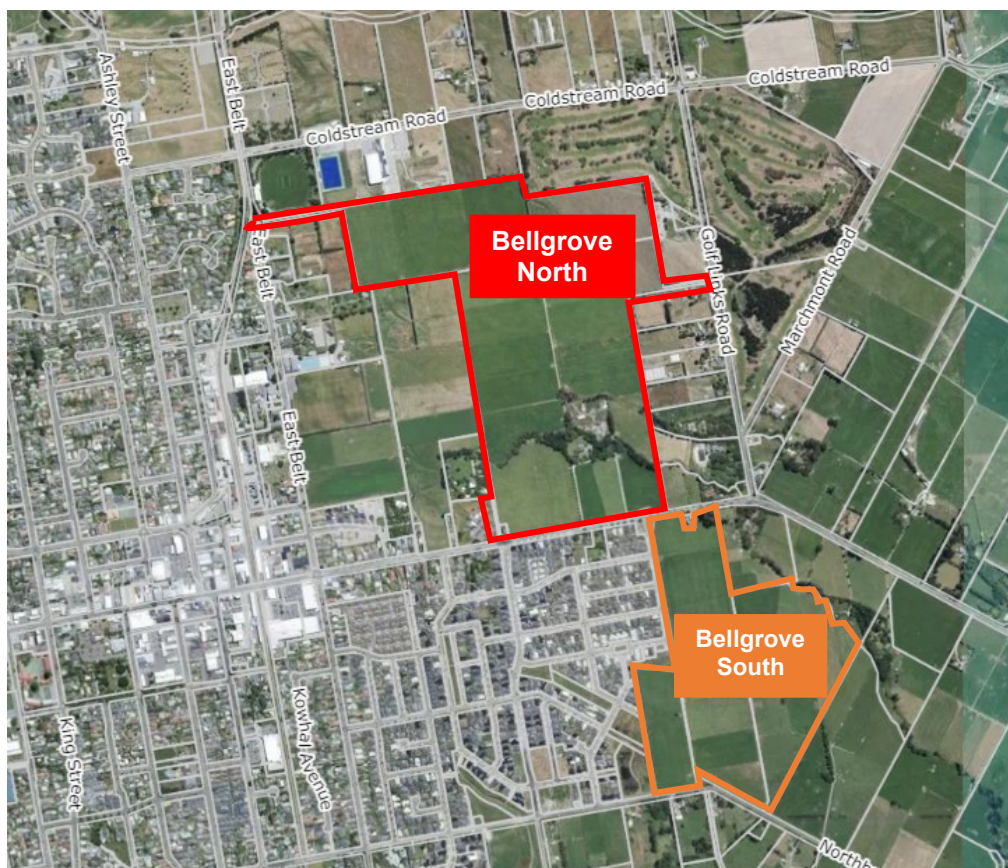
- 110 Noting specifically the comment about the request to update the roading and cycleway network on the Devlin Avenue extension, this has been addressed in Mr Trist's evidence. To avoid repetition, I simply note that as I understand it the changes sought could be considered at this stage and would not impede the potential for development on other landholdings within the SER ODP.
- 111 In response to the s42A Report's query regarding the location of the 'neighbourhood centre' referred to in the Bellgrove submission, I confirm that this reference was an error (a carry-over from an earlier reference made in relation to the NER ODP), that there is no commercial / business land use identified or sought within the Bellgrove land on the SER-ODP.
- 112 I have also reflected on the scenario whereby the Panel adopted the s42A Report's recommended certification consent process but did not accept Bellgrove's requested amendments. In this event, any application by Bellgrove for certification consent that did not satisfy the prerequisites for restricted discretionary activity status under DEV-R1, e.g., the Additional Land not being within the SER ODP (sub-clause 3) or a proposed road alignment or stormwater management location not being in accordance with the ODP (sub-clause 4), the application would fall to be a full discretionary activity. The additional complexity, uncertainty and delay this would potentially entail would make it difficult for Bellgrove to deliver on its housing intentions for the entire Bellgrove landholding, as it is committed to under the Housing Outcomes Agreement it has with Kainga Ora and WDC.

## **CONCLUSION**

- 113 Overall, I consider the s42A Report's recommended amendments, subject to my suggested changes, will deliver a more efficient and effective planning framework that provides for future residential development of the Bellgrove land holdings within South-East and North-East Rangiora.

**Michelle Raewyn Ruske-Anderson**  
2 February 2024

## ATTACHMENT 1: BELLGROVE RANGIORA LIMITED PROPERTY LOCATION PLAN

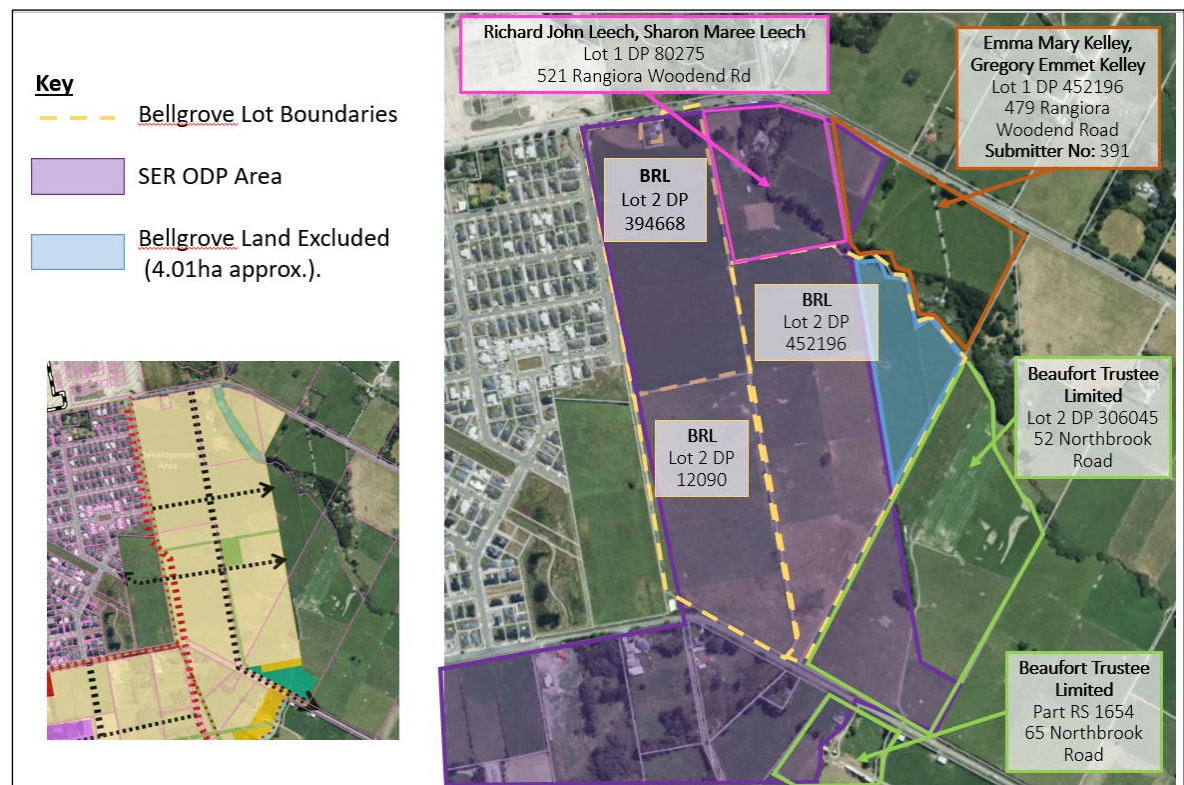


Address	Legal Description	Record of Title	Owner	Area (ha)
<b>Bellgrove North</b>				
Bellgrove Stage 1	Lot 5000 DP 589492	1134969	BRL	14.98
	<i>Recently created residential allotments (Stage 1A and 1B of Subdivision Consent RC125579).</i>			
174 East Belt	Lot 2 DP 583905	1096755	BRL	42.01
78 Kippenberger Avenue	Lot 1 DP 79128	CB45B/1204	Mark Darryn Hawker, Neil Ivan Hawker, Patricia Mary Hawker	0.0789*
73-77 Golf Links Road	Lot 1 DP 24808	CB8B/1426	Rangiora Golf Club Incorporated	0.1764**
<b>Total Bellgrove North Area</b>				<b>63.27</b>
<b>Bellgrove South</b>				
15 Kippenberger Avenue	Lot 2 DP 394668	577722	BRL	8.79
74 Northbrook Road	Lot 2 DP 452196		BRL	14.21

N/A	Lot 2 DP 12090	CB474/29	BRL	8.20
100 Northbrook Road	Lot 4 DP 25508	CB7A/1261	BRL	4.59
<i>Total Bellgrove South Area</i>				35.79
<b>Total BRL Landholding</b>				<b>99.06</b>

\*BRL have purchased approximately 789 m<sup>2</sup> of Lot 1 DP 79128 (total site area of 2.53 ha) being the accessway for the lot which facilitates the construction of the Road 1 / Kippenberger Avenue / MacPhail Avenue Roundabout. A Caveat by BRL (Ref 12342731.1) is listed on the Record of Title (CB45B/1204) giving effect to this.

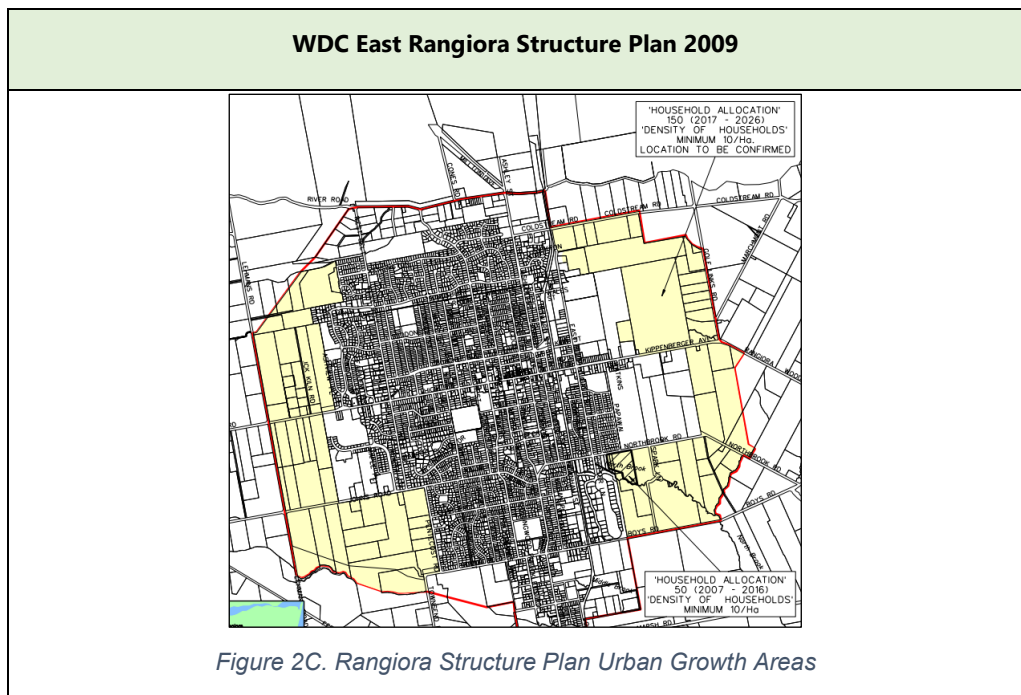
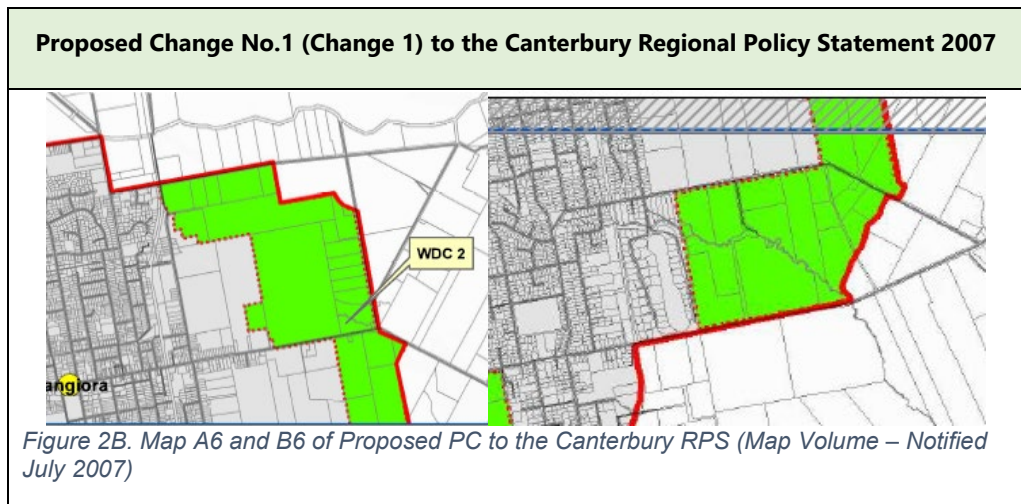
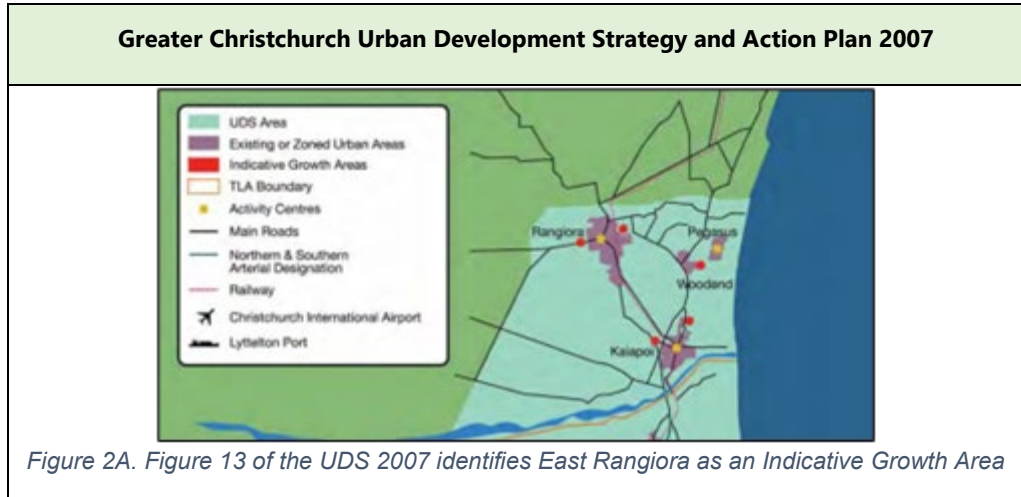
\*\*BRL will enter an agreement with the Rangiora Golf Club to acquire a 12m-wide strip of land (approximately 0.1764 ha of the Club's 3.26 ha site) to enable the establishment of a 22m-wide East –West Collector Road in accordance with the NER ODP. This will require a realignment and alteration to the existing Golf Course boundary, the exact area of which is to be determined.

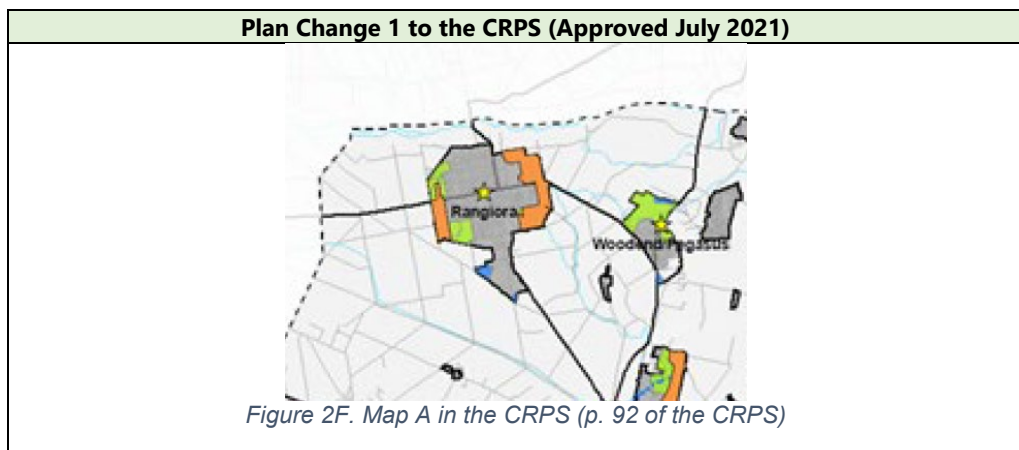
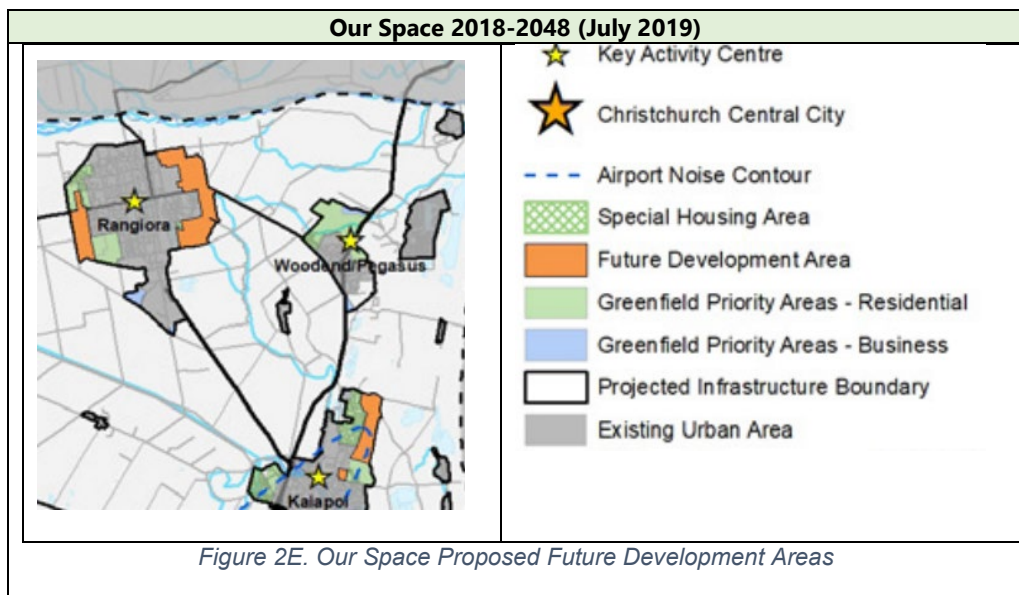
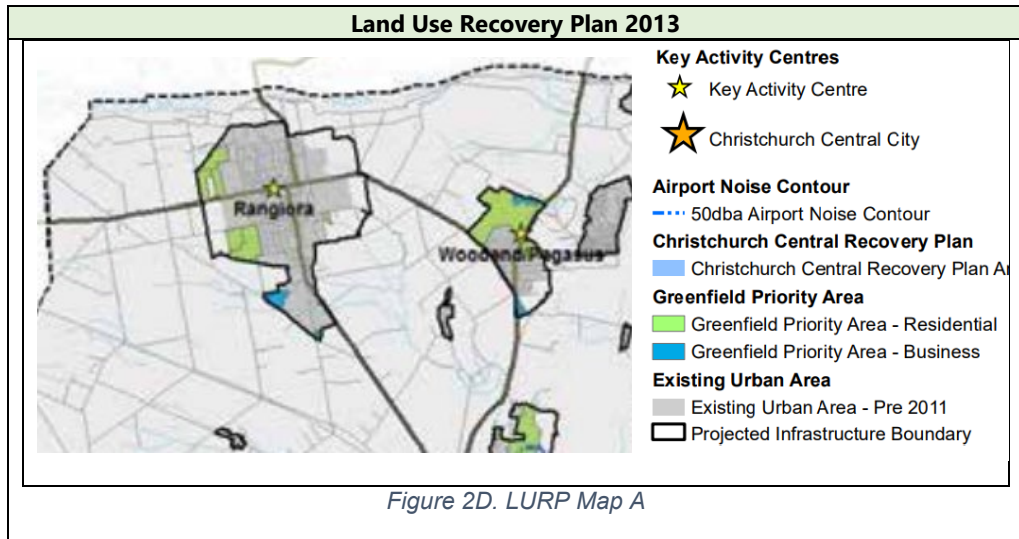


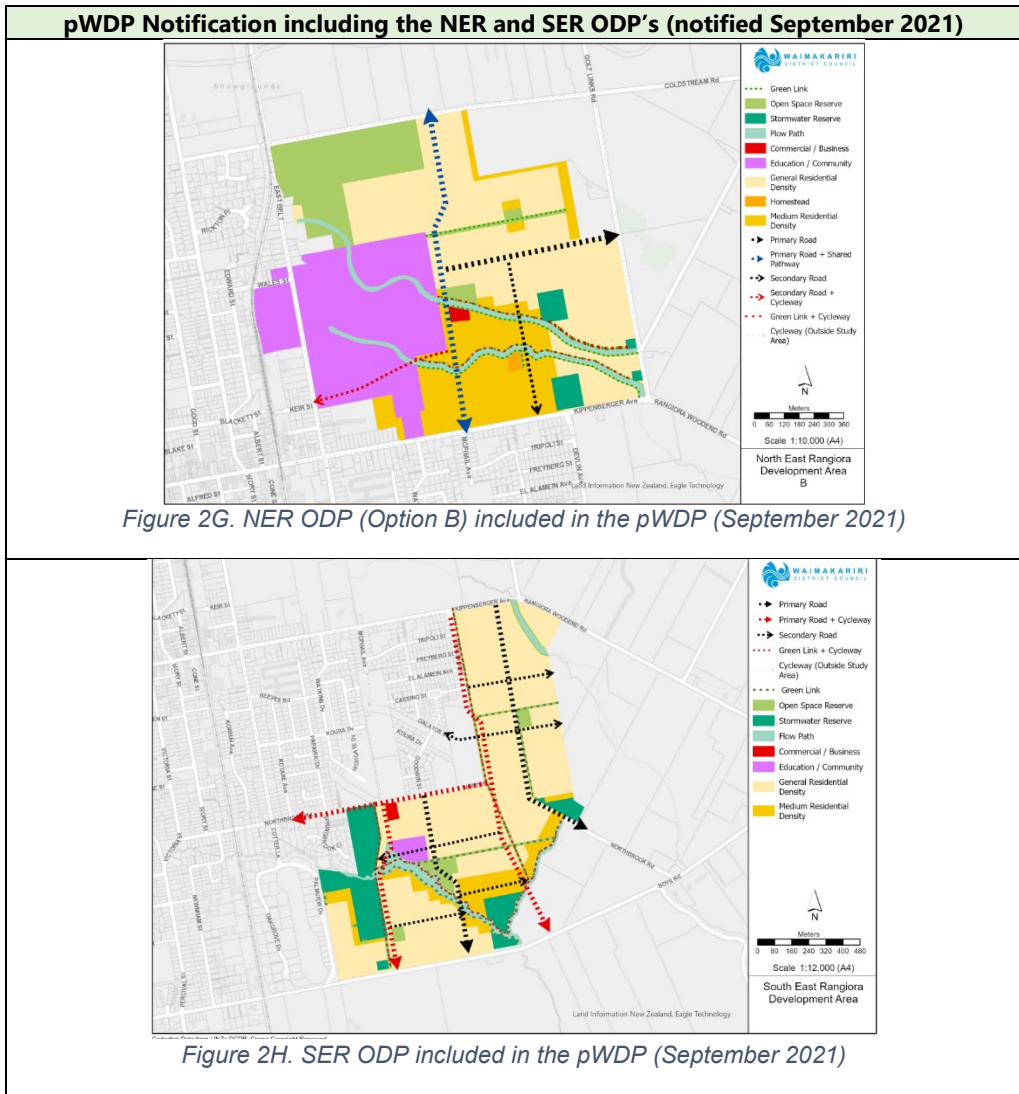
Additional Land (blue) excluded from the SER DA and SER ODP in the PWDP

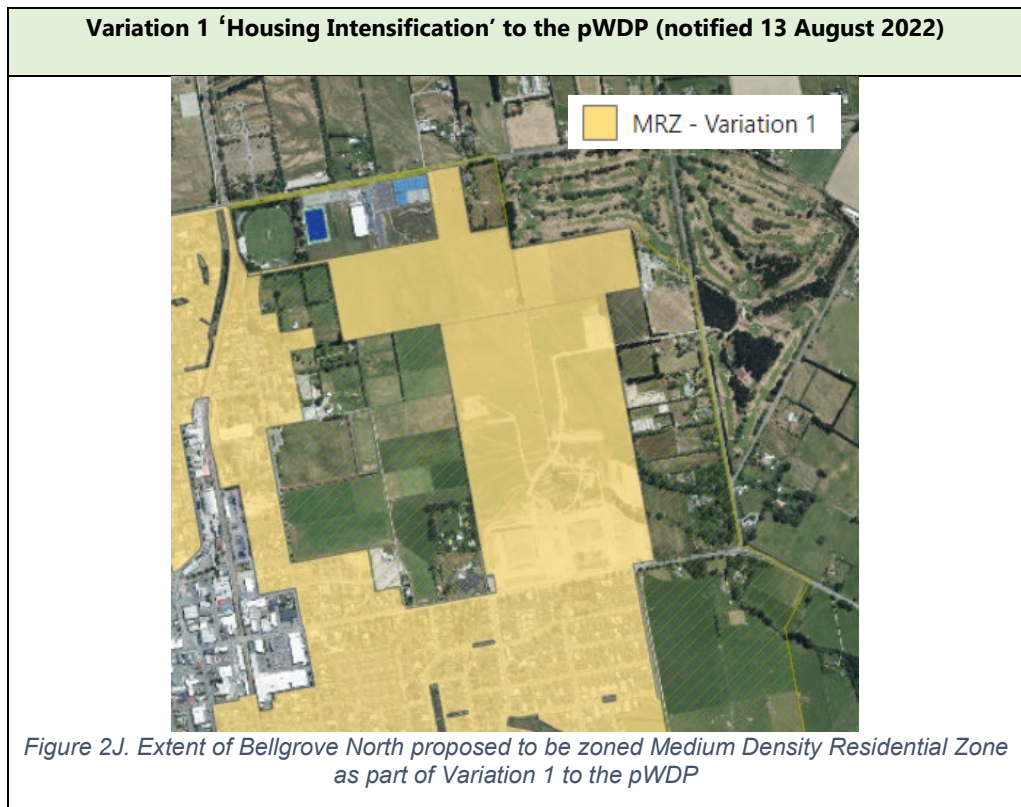
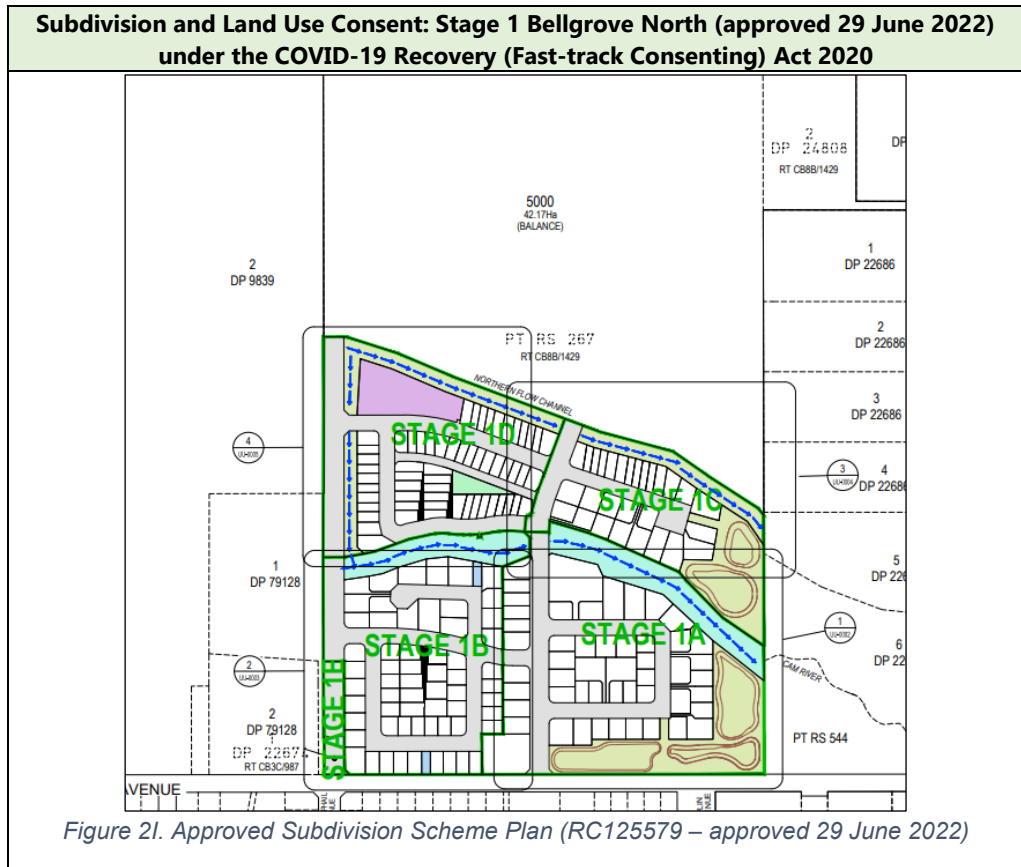


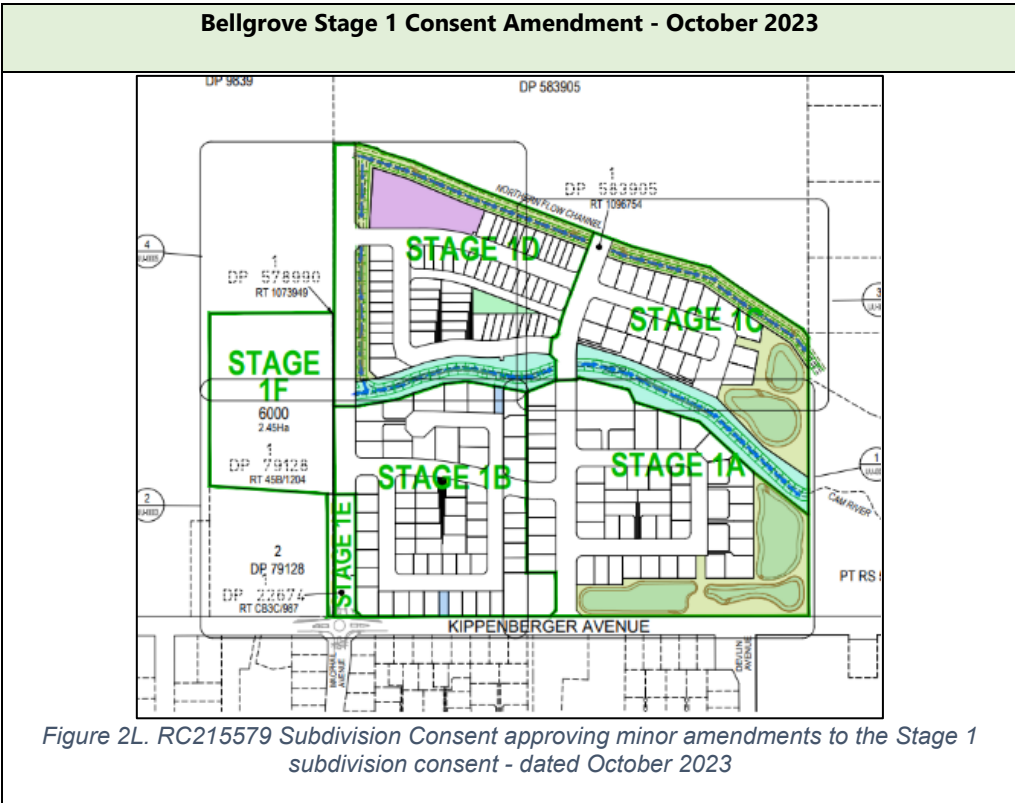
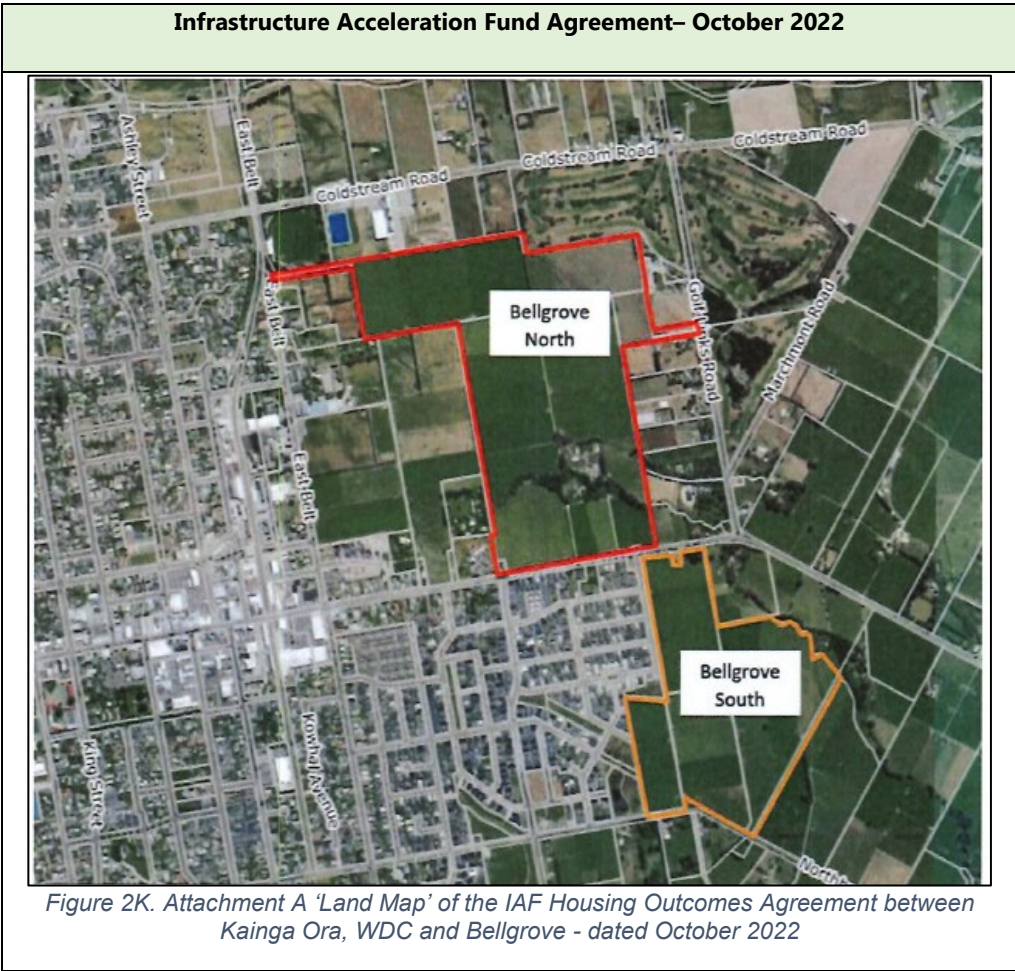
**ATTACHMENT 2 RELEVANT PLANNING HISTORY FIGURES AND MAPS**











### ATTACHMENT 3: BELLGROVE SOUTH LAND HOLDING HISTORY

Lot 2 DP 452196 is a 14-ha lot held by BRL (Figure 3A), contained within Record of Title 577722. Title was issued for the lot 13 July 2012. It has access to Northbrook Road, Rangiora.



*Figure 3A. Lot 2 DP 452196 geographical extent*

Lot 2 DP 452196 was previously held within Record of Title CB45D/1257 (Lot 2 DP 80275) as a 20.10 ha allotment, issued 6 July 1999 (Figure 3B). The lot extended from Northbrook Road in the South through to Rangiora Woodend Road in the North.

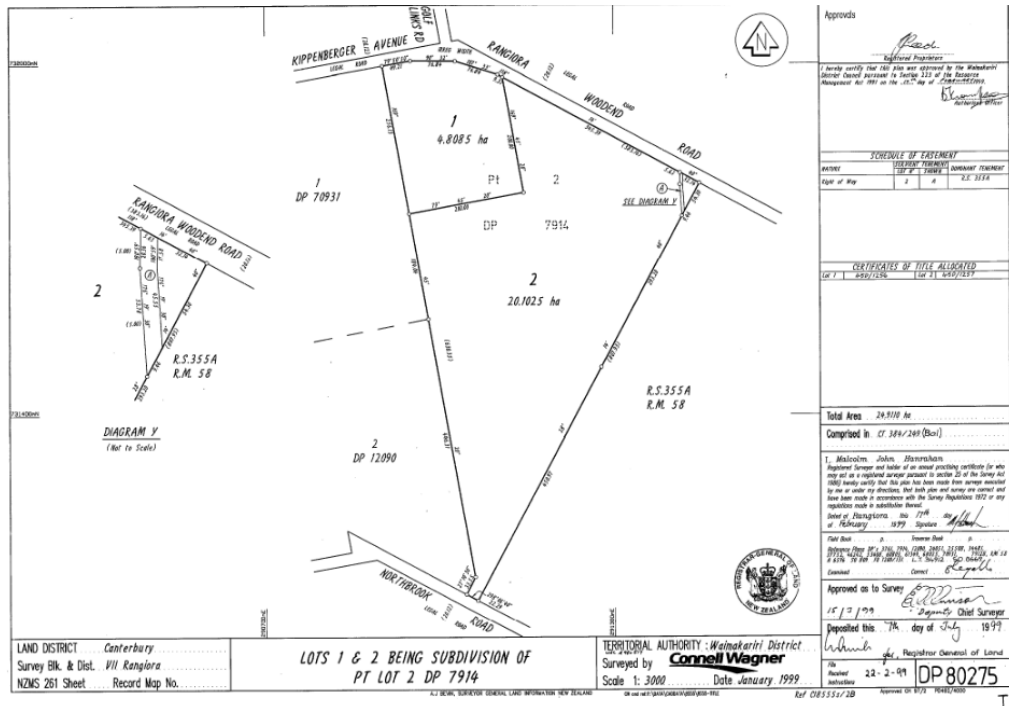


Figure 3B. Survey Plan of the former Lot 2 DP 80275

Prior, the land was held within title CB384/249 issued 31 December 1869.

# ATTACHMENT 4: SOUTH-EAST RANGIORA OUTLINE DEVELOPMENT PLAN

## 4A: PWDP NOTIFIED SOUTH-EAST RANGIORA OUTLINE DEVELOPMENT PLAN

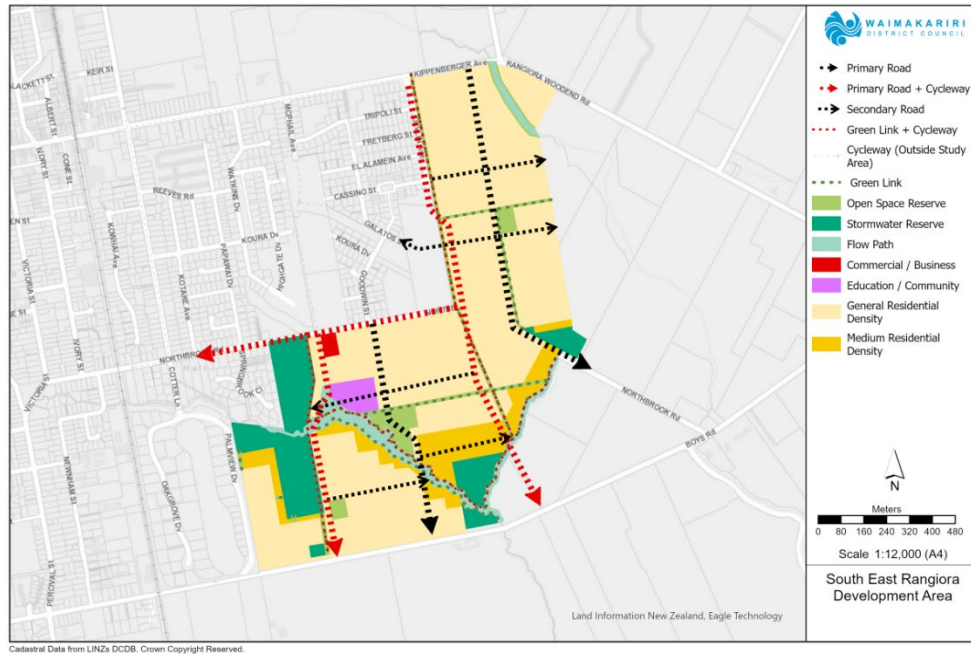


Figure 4A-1. South East Rangiora Overall Outline Development Plan (as notified in the pWDP 18 September 2021)

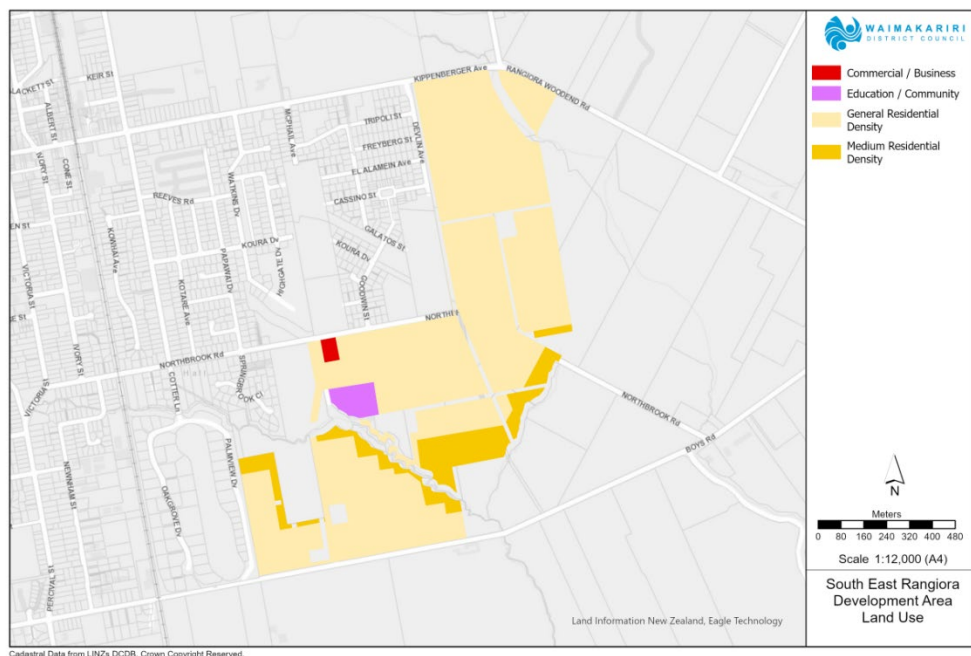


Figure 4A-2. South East Rangiora Land Use Outline Development Plan (as notified in the PWDP 18 September 2021)



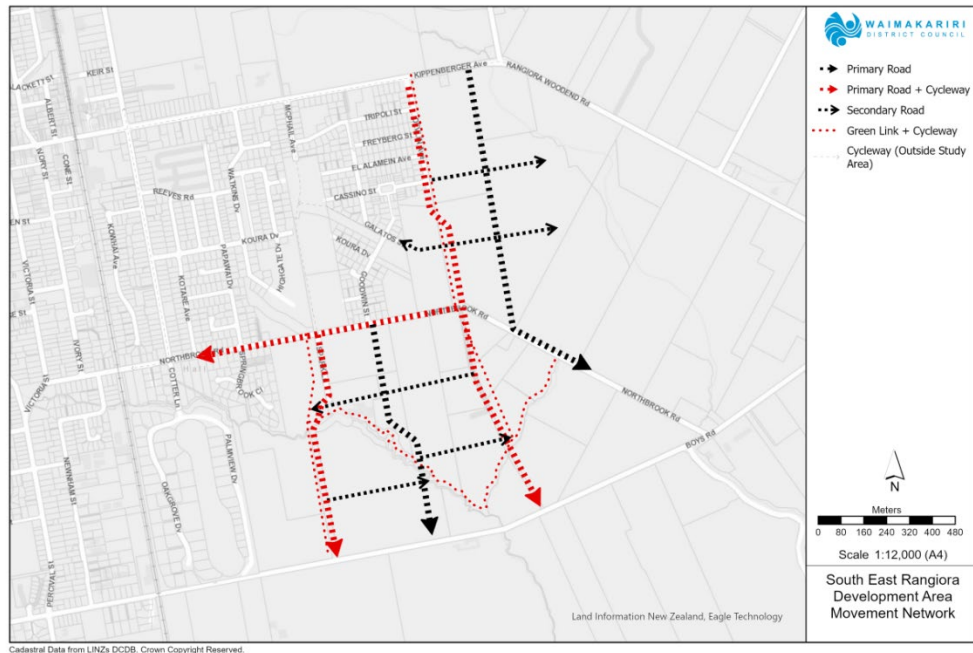


Figure 4A-3. South East Rangiora Movement Network Outline Development Plan (as notified in the PWDP 18 September 2021)



Figure 4A-4. South East Rangiora Open Space and Stormwater Reserves Outline Development Plan (as notified in the PWDP 18 September 2021)



Figure 4A-5. South East Rangiora Water and Wastewater Outline Development Plan (as notified in the PWDP 18 September 2021)

**4B: CHANGES SOUGHT BY BELLGROVE TO THE PWDP NOTIFIED SOUTH-EAST RANGIORA OUTLINE DEVELOPMENT PLAN (AS PER VARIATION 1 SUBMISSION DATED 9 SEPTEMBER 2022)**

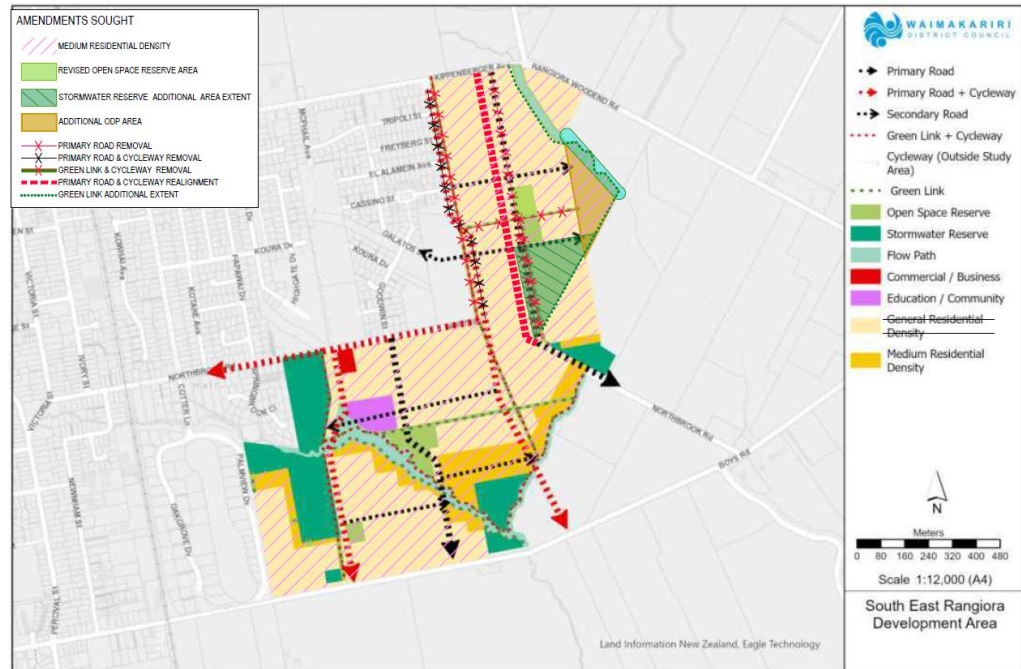


Figure 4B-1. Bellgrove Changes Sought to the South East Rangiora Overall Outline Development Plan

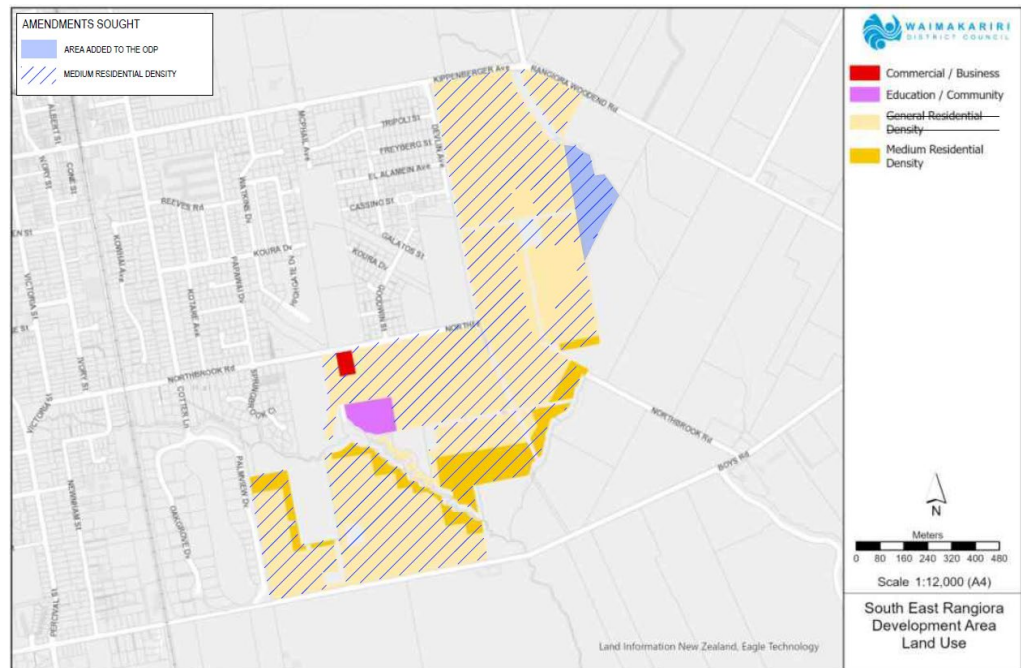


Figure 4B-2. Bellgrove Changes Sought to the South East Rangiora Land Use Outline Development Plan

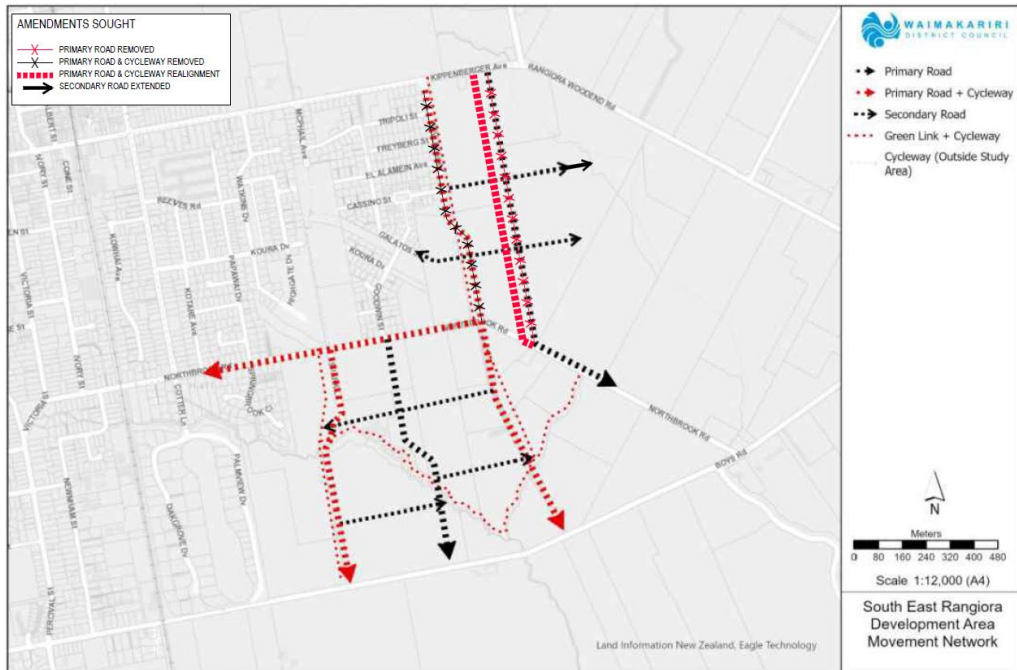


Figure 4B-3. Bellgrove Changes Sought to the South East Rangiora Movement Network Outline Development Plan



Figure 4B-4. Bellgrove Changes Sought to the South East Rangiora Open Space and Stormwater Reserves Outline Development Plan



Figure 4B-5. Bellgrove Changes Sought to the South East Rangiora Water and Wastewater Outline Development Plan

**4C: CHANGES SOUGHT BY BELLGROVE TO THE PWDP NOTIFIED NORTH-EAST RANGIORA OUTLINE DEVELOPMENT PLAN (AS PER VARIATION 1 SUBMISSION DATED 9 SEPTEMBER 2022)**



Figure 4C-1. Bellgrove Changes Sought to the North East Rangiora Overall Outline Development Plan Option B

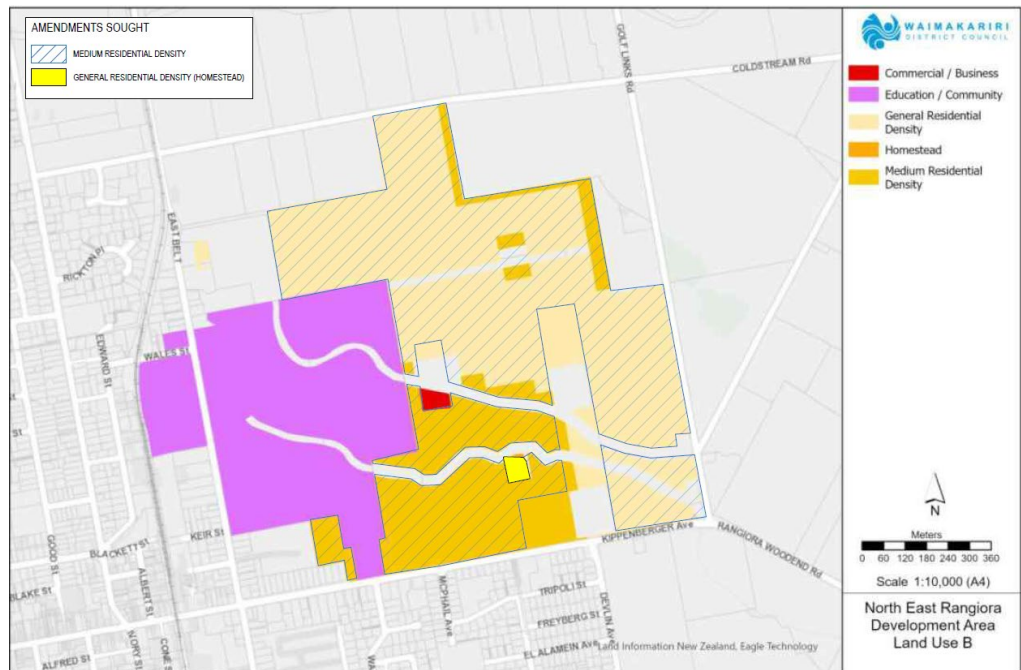


Figure 4C-2. Bellgrove Changes Sought to the North East Rangiora Land Use Outline Development Plan Option B

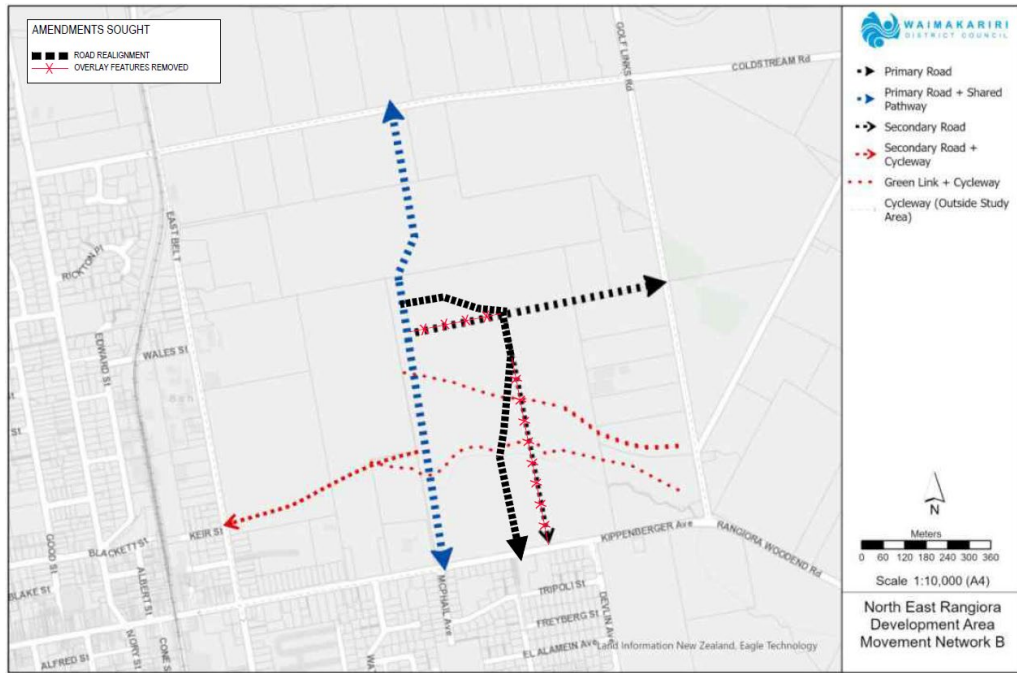


Figure 4C-3. Bellgrove Changes Sought to the North East Rangiora Movement Network Outline Development Plan Option B



Figure 4C-4. Bellgrove Changes Sought to the North East Rangiora Open Space and Stormwater Reserves Outline Development Plan Option B



Figure 4C-5. Bellgrove Changes Sought to the North East Rangiora Water and Wastewater Outline Development Plan Option B



**ATTACHMENT 5: INFRASTRUCTURE ACCELERATION FUND  
AGREEMENTS**

**IAF HOUSING OUTCOMES AGREEMENT**

BETWEEN

**KĀINGA ORA - HOMES AND  
COMMUNITIES**

AND

**BELMGROVE RANGIORA LIMITED**

AND

**WAIMAKARIRI DISTRICT COUNCIL**

FOR

**Bellgrove**

REFERENCE P109

**Date:** 11 October 2022

## AGREEMENT

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

### Part 1: Key Details

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#### 1. Parties

##### ***KĀINGA ORA***

Kāinga Ora – Homes and Communities, a Crown entity established under the Kāinga Ora – Homes and Communities Act 2019 and a Crown agency under the Crown Entities Act 2004 (**Kāinga Ora**), acting on behalf of the Crown

##### ***DEVELOPER***

Bellgrove Rangiora Limited (**Developer**)

##### ***FUNDING RECIPIENT***

Waimakariri District Council, a territorial authority listed in Part 2 of Schedule 2 to the Local Government Act 2002 (**Funding Recipient**)

with the Developer and the Funding Recipient together being the **Housing Development Parties**.

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#### 2. Background

##### ***Infrastructure Acceleration Fund***

In June 2021, the New Zealand Government announced the Infrastructure Acceleration Fund (**IAF**) initiative as part of the Housing Acceleration Fund (announced in March 2021).

The IAF is designed to allocate funding to new or upgraded infrastructure (such as transport, three waters and flood management infrastructure) to (1) unlock housing development in the short-to-medium term, and (2) enable a meaningful contribution to housing outcomes in areas of need.

Kāinga Ora has been mandated by the New Zealand Government to administer the IAF and to conduct a process designed to allocate IAF funding to suitable eligible infrastructure projects to unlock housing developments and enable housing outcomes.

##### ***IAF process***

On 30 June 2021, Kāinga Ora released an Invitation for Expressions of Interest (**EOI**) as the first stage in the IAF process. Applicants responded to the EOI with housing development proposals outlining high level information about the relevant housing development, its associated infrastructure requirements and responses to the eligibility and evaluation criteria.

Applicants with successful EOI proposals received a Request for Proposals (**RFP**), asking them to submit more fulsome information and sufficient detail about their proposal in order to enable Kāinga Ora to undertake due diligence to confirm eligibility and fully evaluate the proposals.

Bellgrove Rangiora Limited (**Applicant**) submitted a housing development proposal in response to the EOI and subsequently received a RFP. The Applicant submitted a response to the RFP in December 2021 (**Updated Proposal**), which Kāinga Ora has evaluated.

The Applicant, the Funding Recipient and Kāinga Ora subsequently entered into negotiations in relation to the Updated Proposal.

##### ***Approval of IAF funding and Funding Agreement***

Based on the Updated Proposal and negotiations as part of the process described above, the Funding Recipient has been approved by the New Zealand Government for IAF funding support (on the terms and conditions set out in the Funding Agreement between Kāinga Ora

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and the Funding Recipient entered into contemporaneously with this Agreement (**Funding Agreement**) to deliver the Enabling Infrastructure Project(s) to unlock and enable the Housing Development identified in **Item 3** below and as further described in **Schedule 1**, which will provide the Housing Outcomes identified in **Item 5** below.

**3. Housing Development** The housing development to be unlocked and enabled by the Enabling Infrastructure Project(s), is summarised below and is further described in **Schedule 1** (as may be updated, amended or replaced by the parties from time to time pursuant to a HOA Variation Agreement) (the **Housing Development**):

<b>Name of Housing Development</b>	Bellgrove
<b>Name of Developer(s)</b>	Bellgrove Rangiora Limited
<b>Name of Landowner(s)</b>	Bellgrove Rangiora Limited
<b>Location (suburb and city)</b>	Rangiora
<b>Territorial Authority region</b>	Waimakariri District
<b>Total number of dwellings to be Completed (in aggregate across the entire Housing Development)</b>	1,300
<b>Delivery period for those dwellings to be Completed</b>	2023 - 2032
<b>Brownfield / Greenfield?</b>	Greenfield
<b>Description of land comprising the entire Housing Development</b>	See land map in <b>Attachment A</b> below
<b>Description of Developer's Land</b>	The land at: <ul style="list-style-type: none"> <li>• 52 Kippenberger Ave &amp; 174 East Belt – RT CB8B/1429;</li> <li>• 76 Kippenberger Ave - RT CB3C/987;</li> <li>• a portion of 78 Kippenberger Avenue – RT CB45B/1204;</li> <li>• Deeds Land LT 578990 – RT 1073949; and</li> <li>• 15 Kippenberger Ave &amp; 74 Northbrook Road – RTs 577722, CB7A/1261 &amp; CB474/29.</li> </ul>

**4. Enabling Infrastructure Project(s)** Under the Funding Agreement, the Funding Recipient must undertake and deliver the following new or upgraded infrastructure to unlock and/or accelerate the Housing Development (the **Enabling Infrastructure Project(s)**) on the terms and conditions of the Funding Agreement:

<b>Enabling Infrastructure Project(s)</b>	<b>Description</b>
<b>Three Waters Infrastructure Project(s)</b>	<ul style="list-style-type: none"> <li>• EP 1 - East Belt Booster Main Stage 1 (WDC Plan # 7)</li> <li>• EP 2 - North East Rangiora Supply Main (WDC Plan # 8)</li> <li>• EP 3 - East Rangiora Northern Link Main (WDC Plan # 9)</li> <li>• EP 4 - East Rangiora Booster Main (WDC Plan # 23)</li> <li>• EP 5 - East Rangiora Eastern Main (WDC Plan # 24)</li> <li>• EP 6 - North Northeast Rangiora Supply Main (WDC Plan # 33)</li> <li>• EP 7 - Johns Road East Supply Main (WDC Plan #25)</li> <li>• EP 8 - Northbrook Road Booster Main (WDC Plan # 29)</li> <li>• EP 9 - Sewer Pump Station # 1</li> <li>• EP 10 - Rising Main #1 to WWTP</li> <li>• EP 11 - Sewer Pump Station # 2</li> <li>• EP 12 - Rising Main #2 to Ex. NBPS</li> </ul>
<b>Transport Infrastructure Project(s)</b>	<ul style="list-style-type: none"> <li>• EP 13 - Kippenberger Urbanisation</li> <li>• EP 14 - Kippenberger/McPhail Ave roundabout</li> <li>• IP 4 - Northern corridor bypass road (#1)</li> <li>• IP 8 - Northern corridor bypass road (#2)</li> </ul>

Table 4.1

The Enabling Infrastructure Project(s) are further defined and described in **Schedule 1** (as may be updated by the parties from time to time pursuant to a HOA Variation Agreement).

In this Agreement the term “Enabling Infrastructure Project(s)” shall mean all Enabling Infrastructure Project(s) as described from time to time in the Funding Agreement and summarised as at the date of this Agreement in **Table 4.1**.

**5. Housing Outcomes**

The Enabling Infrastructure Project(s), will unlock and enable the Housing Development, which will be capable of providing the relevant infrastructure services to enable the housing outcomes set out below (as may be updated by the parties from time to time pursuant to a HOA Variation Agreement) (**Housing Outcomes**):

	Type of Housing Outcome	Description of Housing Outcome (responsibility of the Developer under the terms of the Agreement)										
1.	Type and total number of dwellings to be Completed	<p>The type and total number of dwellings to be Completed by the Developer in respect of the Housing Development are as follows:</p> <table border="1" data-bbox="603 846 1362 1308"> <tr> <td data-bbox="603 846 879 904">Public housing dwellings:</td> <td data-bbox="879 846 1362 904">Nil</td> </tr> <tr> <td data-bbox="603 904 879 963">Papakāinga dwellings:</td> <td data-bbox="879 904 1362 963">Nil</td> </tr> <tr> <td data-bbox="603 963 879 1122">Lower-cost dwellings (within the first home grant price cap for the region in which the Housing Development is located):</td> <td data-bbox="879 963 1362 1122">710</td> </tr> <tr> <td data-bbox="603 1122 879 1180">Other dwellings:</td> <td data-bbox="879 1122 1362 1180">590</td> </tr> <tr> <td data-bbox="603 1180 879 1308"><b>Total number of dwellings to be Completed by the Developer in respect of the Housing Development:</b></td> <td data-bbox="879 1180 1362 1308"><b>1,300</b></td> </tr> </table>	Public housing dwellings:	Nil	Papakāinga dwellings:	Nil	Lower-cost dwellings (within the first home grant price cap for the region in which the Housing Development is located):	710	Other dwellings:	590	<b>Total number of dwellings to be Completed by the Developer in respect of the Housing Development:</b>	<b>1,300</b>
Public housing dwellings:	Nil											
Papakāinga dwellings:	Nil											
Lower-cost dwellings (within the first home grant price cap for the region in which the Housing Development is located):	710											
Other dwellings:	590											
<b>Total number of dwellings to be Completed by the Developer in respect of the Housing Development:</b>	<b>1,300</b>											
2.	Type and total number of dwellings to be Completed over each year	The type and total number of dwellings (to be Completed by the Developer in respect of the Housing Development) in each year are set out in <b>Schedule 3</b> .										
3.	Additional special features of the Housing Development	<p>A special feature of the Housing Development is the high proportion of lower-cost dwellings. It is estimated that 55% of the total number of dwellings to be completed (being an estimated total of 710 housing units overall) (see <b>Attachment B</b>) will be lower-cost dwellings.</p> <p>Discussions are occurring between the Developer and Kainga Ora about delivery of some public housing outcomes within the Housing Development. Discussions are at an early stage and no formal commitments agreed at this time.</p>										
4.	Typology	Refer to <b>Attachment B</b> for a description of the expected typology of the dwellings (in respect of those to be provided on land subdivided by the Developer (e.g. the proportion that are standalone, terraced and/or apartments and section sizes)).										
5.	Access to amenity and opportunity	<p>The dwellings (to be provided by the Developer in respect of the Housing Development) will provide access to amenity and opportunity through the proximity of the dwellings to relevant amenities as set out below:</p> <table border="1" data-bbox="603 1890 1362 2040"> <tr> <td data-bbox="603 1890 746 2040">Employment opportunities</td> <td data-bbox="746 1890 1362 2040">The construction of dwellings provides employment opportunities, as does the establishment of the Housing Development of commercial centres. Once people reside in the Housing Development area that in itself will bring the potential of employment in the nearby area and town centre as the community needs are catered for.</td> </tr> </table>	Employment opportunities	The construction of dwellings provides employment opportunities, as does the establishment of the Housing Development of commercial centres. Once people reside in the Housing Development area that in itself will bring the potential of employment in the nearby area and town centre as the community needs are catered for.								
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		<p><b>Educational facilities</b></p> <p>The Housing Development is located in close proximity to existing Rangiora primary schools and the Rangiora High School. The University of Canterbury and other tertiary education providers are located in Christchurch, which is accessible via the Northern Motorway. A pre-school is anticipated within Stage 1.</p>
		<p><b>Other amenities</b></p> <p>The Housing Development is located in close proximity to existing recreation facilities, cultural facilities, retail and shopping areas within the existing Rangiora urban environment. <b>Attachment C: Amenities Access Plan</b> provides further details of the amenities, education and employment opportunities in the vicinity of the Housing Development.</p>
<b>6.</b>	<b>Density</b>	<p>The dwellings (in aggregate in respect of the Housing Development, including those to be provided by the Developer) are expected to support intensification by achieving a residential density of approximately 13.2 households per hectare within Stage 1 whilst also promoting the Bellgrove Homestead and its immediate setting which is of heritage significance. The expert consenting panel appointed by the Environmental Protection Authority approved fast-track consent for Stage 1 inter alia because it was consistent with the National Policy Statement on Urban Development (NPS-UD). It is anticipated that future Stages 2-4 (Bellgrove North) and Stages A-D (Bellgrove South) will support intensification as contemplated by achieving a housing density of approximately 15 households per hectare. NPS-UD.</p>
<b>7.</b>	<b>Māori / Iwi</b>	<p>The Housing Development will not affect any specific Māori-owned land titles. The Developer has engaged with and sought the views of mana whenua on the Proposal and has prepared a mana whenua engagement plan.</p>
<b>8.</b>	<b>Environmental</b>	<p>The dwellings (to be provided by the Developer in respect of the Housing Development) will support housing development that is environmentally sustainable by:</p> <ul style="list-style-type: none"> <li>• reduced private vehicle use due to proximity to public transport and Rangiora urban centre;</li> <li>• protection of an existing wetland, protection and management of indigenous lizards;</li> <li>• retention and preservation of the historic Bellgrove Homestead;</li> <li>• realignment and indigenous naturalisation of two overland flow-paths to provide flood hazard improvements, esplanade reserves and associated walkways/cycleways through the site connecting with Rangiora urban centre; and</li> <li>• amenity improvements to eastern entrance to Rangiora by plantings and walkway/cycleway on Kippenberger Avenue.</li> </ul>

The Housing Outcomes are based on the information submitted as part of the Updated Proposal (as updated as necessary to reflect the position as at the date of this Agreement).

The Funding Recipient and the Developer each acknowledge that the Housing Outcomes are the fundamental basis on which the Funding Recipient was selected to receive IAF Funding for the IAF Funded Enabling Infrastructure Project(s) under the Funding Agreement. The Funding Recipient and the Developer therefore each acknowledge that achievement of the Housing Outcomes in relation to the Housing Development are of the utmost importance to Kāinga Ora, including, in particular, the delivery of the total number of dwellings to be provided by the Developer and in the years contemplated, in each case as set out in this **Item 5** and **Schedule 3**.

The Developer will use its reasonable endeavours to:

- deliver the total number of dwellings to be provided by it and in the years contemplated (as set out in **Schedule 3**), as well as all other Housing Outcomes identified in relation to it as set out in this **Item 5**; and
- achieve the Housing Development milestones (Housing Development Milestones), as set out in **Schedule 2**.

**6. Developer Commitments** The Developer provides the following commitments to Kāinga Ora and the Funding Recipient under this Agreement (the **Developer Commitments**):

	Developer Commitments	Description of Developer Housing Outcomes Commitment
1.	<b>Housing Outcomes</b>	<ul style="list-style-type: none"> <li>• The Developer will use its reasonable endeavours to achieve the Housing Outcomes identified in relation to it as set out in <b>Item 5 and Schedule 3</b>.</li> </ul>
2.	<b>Fair Share Principle</b>	<ul style="list-style-type: none"> <li>• The Developer acknowledges and commits to the principle that it should be paying a similar share of the costs of the Enabling Infrastructure Project(s) as would be the case if the Enabling Infrastructure Project(s) were funded by traditional means through the Funding Recipient (but recognising the Funding Recipient's ability to recover costs of the Enabling Infrastructure Project(s) from Developer(s)/Landowner(s) is subject to the requirements of the Local Government Act 2002 and applicable law) (the <b>Fair Share Principle</b>). This is generally its fair share of the reasonable "growth" portion of the total cost of the Enabling Infrastructure Project(s), which as at the Commencement Date is expected to be approximately at least \$11,944,168 of the total cost of the Enabling Infrastructure Project(s) (the Developer's contribution to which will be determined in accordance with the Funding Recipient's Development Contributions Policy).</li> <li>• The Developer confirms that it will enter into all necessary arrangements with the Funding Recipient to give effect to, and make relevant payments in accordance with, the Fair Share Principle.</li> </ul>
3.	<b>Dwellings</b>	<ul style="list-style-type: none"> <li>• The Developer confirms that:                             <ul style="list-style-type: none"> <li>○ in the case of an integrated land and housing development to be undertaken by the Developer in respect of the Housing Development:                                     <ul style="list-style-type: none"> <li>▪ all dwellings to be Completed by the Developer in relation to the Housing Development are to be funded and constructed by or on behalf of the Developer; and</li> <li>▪ the Developer expects to have access to sufficient funding to undertake construction of the relevant dwellings for the Housing Development; or</li> </ul> </li> <li>○ in the case of a land subdivision development to be undertaken by the Developer in respect of the Housing Development, it will provide when required by Kāinga Ora a well-defined sales strategy to give confidence that dwellings will be delivered on the sites enabled and it will execute that sales strategy.</li> </ul> </li> </ul>
4.	<b>Developer(s)/Landowner(s) Local Infrastructure</b>	<ul style="list-style-type: none"> <li>• The Developer confirms that, as is ordinarily the case:                             <ul style="list-style-type: none"> <li>○ all Developer(s)/Landowner(s) Local Infrastructure in relation to the dwellings to be Completed by the Developer, or the relevant sites to be subdivided and sold by the Developer pursuant to a land subdivision development, in each case in respect of the Housing Development is to be funded or undertaken by or on behalf of the Developer; and</li> <li>○ the Developer expects to have access to sufficient funding to undertake all Developer(s)/Landowner(s) Local Infrastructure in relation to the dwellings to be Completed by the Developer, or the relevant sites to be subdivided and sold by the Developer pursuant to a land subdivision development, in each case in respect of the Housing Development.</li> </ul> </li> </ul>
5.	<b>Developer Information Confirmations</b>	<ul style="list-style-type: none"> <li>• Except as specifically disclosed otherwise to Kāinga Ora prior to the Commencement Date, the Developer warrants that all information in relation to the Developer provided to Kāinga Ora pursuant to or in connection with the Updated Proposal and any other information provided to Kāinga Ora by the Developer (or by the Funding Recipient) in relation to the Developer in connection with this Agreement, particularly in relation to (but without limitation) the Developer's capability, track record, experience and reputation in relation to the delivery of housing developments (the <b>Developer Information</b>), is true, accurate and complete in all respects and not misleading in any material respects, and to the Developer's best state of knowledge, remains true, accurate and complete as at the date of this Agreement.</li> </ul>

		<ul style="list-style-type: none"> <li>The Developer will immediately notify Kāinga Ora in writing if any of the Developer Information is no longer true, accurate and complete at any stage during the term of this Agreement.</li> </ul>
6.	<b>Developer Public Announcements</b>	<ul style="list-style-type: none"> <li>Where the Funding Recipient, Kāinga Ora, relevant Ministers and other applicable governmental entities or agencies are preparing for, or making, a joint public announcement in relation to the Enabling Infrastructure Project(s), the Housing Development and the Housing Outcomes, the Developer will: <ul style="list-style-type: none"> <li>Co-operate with the Funding Recipient and Kāinga Ora in relation to such announcement; and</li> <li>where appropriate, join the Funding Recipient and Kāinga Ora in making such announcement.</li> </ul> </li> <li>The Developer shall not make any public announcement referencing the Enabling Infrastructure Project(s) and/or the IAF without obtaining Kāinga Ora’s prior consent to any statements to be made by the Developer.</li> </ul>
7.	<b>Developer Reporting</b>	<ul style="list-style-type: none"> <li>The Developer will: <ul style="list-style-type: none"> <li>Co-operate with the Funding Recipient and provide all assistance reasonably requested by the Funding Recipient in relation to the satisfaction of the Funding Recipient’s reporting obligations to Kāinga Ora (as set out in the Funding Agreement or otherwise), including, but not limited to, providing regular quarterly reporting to the Funding Recipient in relation to the progress and status of the Housing Development, and the delivery of the Housing Outcomes, in the reporting format specified by the Funding Recipient. These reports will be provided to the Funding Recipient to enable the Funding Recipient to provide to Kāinga Ora as part of its general reporting package by the 10th Business Day following the end of each December, March, June and September prior to the End Date; and</li> <li>immediately notify Kāinga Ora in writing of any material issues or risks arising or expected to arise in relation to the Housing Development or the Housing Outcomes, or performance of this Agreement, and the actual or proposed mitigations to remedy any such issues or risks.</li> </ul> </li> </ul>

**7. Funding Recipient Commitments**

The Funding Recipient provides the following commitments to Kāinga Ora and the Developer under this Agreement to help facilitate and support the Housing Development and the Housing Outcomes (Funding Recipient Commitments):

	<b>Funding Recipient Commitment</b>	<b>Description of Funding Recipient Commitment</b>
1.	<b>Funding Recipient Information</b>	The Funding Recipient warrants that it is not aware of any fact or circumstance that would adversely affect the deliverability of the Enabling Infrastructure Project(s), the Housing Development and the Housing Outcomes in accordance with the terms of the Funding Agreement and this Agreement.
2.	<b>Funding Recipient Public Announcements</b>	If requested, the Funding Recipient will make a joint public announcement with Kāinga Ora and the Developer in relation to the Enabling Infrastructure Project(s), the Housing Development and the Housing Outcomes and will obtain Kāinga Ora’s prior consent to any statements made by the Funding Recipient as part of that announcement.
3.	<b>Funding Recipient Support</b>	<p>The Funding Recipient must use reasonable endeavours to support and facilitate the delivery of the Housing Development and achievement of the Housing Outcomes, including by:</p> <ul style="list-style-type: none"> <li>granting all necessary consents and approving all required plan changes in a timely manner (subject always to the acknowledgement below this table in <b>Item 7</b>);</li> <li>co-operating with Kāinga Ora and the Developer(s) and working together in good faith;</li> <li>doing or procuring the doing of all acts and/or execute or procure the execution of documents reasonably necessary or required to give full effect to this Agreement;</li> <li>providing the Developer with assistance and information as reasonably requested by the Developer in relation to the Housing Development, including: <ul style="list-style-type: none"> <li>establishing a team responsible for engaging with the Developer to manage</li> </ul> </li> </ul>



		<p>the regulatory functions associated with resource and building consents and engineering approvals in relation to the Housing Development (<b>Responsible Team</b>);</p> <ul style="list-style-type: none"> <li>▪ ensuring that a representative of the Funding Recipient will be a single point of contact for all queries and issue resolution and have the necessary authority to escalate matters at the senior management and executive level at the Funding Recipient for urgent response (<b>Funding Recipient Representative</b>);</li> <li>▪ appointing a person to be the role of key account manager who will be one point of contact for queries and resolving issues, who will have oversight of the whole consenting process and authority to escalate matters to senior management and executive level at the Funding Recipient for urgent response (<b>Key Account Manager</b>);</li> <li>▪ ensuring that the Responsible Team, Funding Recipient Representative and Key Account Manager are fully briefed on the Housing Development, the programme for delivery and are required to diligently work to meet the relevant statutory timeframes for processing consent applications; and</li> </ul> <ul style="list-style-type: none"> <li>○ responding reasonably, promptly and adequately to any reasonable requests for information made by the Developer in relation to the Housing Development within a reasonable timeframe.</li> </ul>
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Kāinga Ora and the Developer each acknowledge that the Funding Recipient is the territorial authority for the area in which the Enabling Infrastructure Project(s) and the Housing Development are to be undertaken, and that in terms of its regulatory functions as a local authority the Funding Recipient must act as an independent local authority and not as a party to this Agreement. Any undertaking of the Funding Recipient acting as a party to this Agreement shall not be construed as a consent or approval of or bind it in its regulatory capacity.

**8. Achieving Housing Outcomes**

The Developer shall establish a monitoring system and notify Kāinga Ora in writing as soon as it becomes aware of any matter which:

- poses a risk or raises an issue in relation to the achievement of any Housing Outcome identified in relation to it as set out in **Item 5**;
- is reasonably likely to result in the Developer breaching any of its Developer Commitments as set out in **Item 6**; and/or
- poses a risk or raises an issue in relation to the satisfaction of any Housing Development Milestone by the applicable timeframe set out in **Schedule 2**.

At any time after notification of any matter or issue and otherwise upon reasonable request, Kāinga Ora may require the Developer and, if required, the Funding Recipient:

- to meet with Kāinga Ora (including pursuant to clause 4.3 of **Part 2 (General Terms)**) to discuss and understand, and explore options for avoiding or reducing the impact of any matters or issues notified or relating to any matters contemplated by this Agreement, including in particular the achievement of any Housing Outcome; and/or
- to use its reasonable endeavours to pursue any option(s) agreed with Kāinga Ora as further described in clause 4.3(d) of **Part 2 (General Terms)**) to avoid or reduce the impact of the matters or issues notified or relating to any matters contemplated by this Agreement, including in particular the achievement of any Housing Outcome.

**9. Transfer of land**

Kāinga Ora acknowledges that, subject to this **Item 9**, the Developer may sell, transfer or otherwise dispose of the Land in the ordinary course of its business as a developer for the purpose of enabling the Housing Outcomes. For clarity, this includes granting a mortgage, subdividing the Land into

superlots or individual lots, and transferring those lots to third parties for the delivery of the Housing Outcomes.

Given that the Housing Outcomes are the fundamental basis on which the Funding Recipient has been selected to receive the IAF Funding under the Funding Agreement Kāinga Ora requires that if the Developer sells, transfers or otherwise disposes of any of its rights, title or interest in all or a substantial part of the Land to a third party (each a **Proposed Transferee**) then the Proposed Transferee also commits to using reasonable endeavours to achieve the Housing Outcomes.

Therefore, the Developer may sell, transfer or otherwise dispose of any of its rights, title or interest in all or a substantial part of the Land to any Proposed Transferee provided the Developer has obtained the prior written approval of Kāinga Ora. The prior written approval of Kāinga Ora will be given in every case provided that the Proposed Transferee has entered into, and has the ability to comply with, a Housing Outcomes Agreement with Kāinga Ora and the Funding Recipient on substantially the same terms as this Agreement and including, at a minimum, that the Proposed Transferee commits to using reasonable endeavours to achieve housing outcomes that are at least equivalent to the Housing Outcomes identified in relation to the Developer set out in **Item 5** of this Agreement.

Kāinga Ora will use its reasonable endeavours to respond to any such request for written approval within five (5) Business Days of receipt of such request.

The Developer must notify Kāinga Ora and the Funding Recipient in writing of its intention to sell, transfer or otherwise dispose of any of its rights, title or interest in all or a substantial part of the Land at least five (5) Business Days before taking any steps to sell, transfer or otherwise dispose of any of such rights, title or interests (for example, and without limitation, five (5) Business Days prior to prior to commencing any marketing or advertising).

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**10. Further assurances**

Each party to this Agreement will:

- co-operate with each other party and work together in good faith, and, as soon as possible, agree a protocol for managing information flows between them (including in relation to the Enabling Infrastructure Project(s), the Housing Development and the Housing Development Milestones), including:
  - so that the relationship between the parties is operated, and material information is provided, on a no surprises basis; and
  - to ensure the timely supply of information as and when it is due, and the parties raise any issue or concern at the earliest possible opportunity; and
- do or procure the doing of all acts and/or execute or procure the execution of documents reasonably necessary or required for giving full effect to this Agreement (and in the case of the Developer only, achieving the Housing Outcomes identified in relation to it as set out in **Item 5**).

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**11. Special Terms**      **Private Developer Agreement**

The Funding Recipient and the Developer must enter into a private developer agreement by no later than the Cut-Off Date, unless otherwise agreed by Kāinga Ora in writing.

For the purposes of this **Item 11**, the “**Cut-Off Date**” means the date falling four months from the date of this Agreement, or such later date arising prior to the date falling eight months from the date of this Agreement as may agreed between the Funding Recipient and the Developer in writing.

The Funding Recipient must deliver a signed copy of the private developer agreement to Kāinga Ora within 10 Business Days of such agreement being signed by the Funding Recipient and the Developer.

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**12. Contents**

The contents of this Agreement are set out below:

<b>Part 1</b>	Key Details	<b>Schedule 1</b>	Housing Development and Enabling Infrastructure Project(s)
<b>Part 2</b>	General Terms	<b>Schedule 2</b>	Housing Development Milestones
<b>Part 3</b>	Definitions and Interpretation	<b>Schedule 3</b>	Dwellings to be Completed in each year

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**13. Contact Persons**

Kāinga Ora’s Contact Person:

Name: Suresh Ram

Email: [Suresh.Ram@kaingaora.govt.nz](mailto:Suresh.Ram@kaingaora.govt.nz)

Developer’s Contact Person:

Name: Paul McGowan

Email: [sales@bellgrove.co.nz](mailto:sales@bellgrove.co.nz)

Funding Recipient’s Contact Person:

Name: Kelly LaValley

Email: [kelly.lavalley@wmk.govt.nz](mailto:kelly.lavalley@wmk.govt.nz)

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**14. Address for Notices**

To Kāinga Ora – Homes and Communities

7 Waterloo Quay, Pipitea, Wellington

Attention: IAF Project Team

Email: [IAF@kaingaora.govt.nz](mailto:IAF@kaingaora.govt.nz)

To the Developer

Bellgrove Rangiora Limited

74 Mavers Road

Clarkville

RD 2

Kaiapoi 7692

Attention: Paul McGowan

Email: [sales@bellgrove.co.nz](mailto:sales@bellgrove.co.nz)

To the Funding Recipient:

Waimakariri District Council

215 High Street, Rangiora

Attention: Kelly LaValley

Email: [kelly.lavalley@wmk.govt.nz](mailto:kelly.lavalley@wmk.govt.nz)

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IAF Housing Outcomes Agreement – Kāinga Ora – Homes and Communities

**SIGNED** for and on behalf of  
**KĀINGA ORA – HOMES AND  
COMMUNITIES** by the persons named  
below, being persons duly authorised to  
enter into obligations on behalf of  
**KĀINGA ORA – HOMES AND  
COMMUNITIES**, acting on behalf of the  
Crown:



Name: **Caroline McDowall**

Name:

Position: **General Manager Commercial** Position:

Date: **11 October 2022**

Date:

**SIGNED** for and on behalf **BELGROVE RANGIORA LIMITED** by the persons named below, being persons duly authorised to enter into obligations on behalf of **BELGROVE RANGIORA LIMITED**:



Name: Paul Mc Gowen

Position: Director

Date: 22/9/22



Name: Michael James Flubey

Position: Director

Date: 22/09/2022.

**SIGNED** for and on behalf of  
**WAIMAKARIRI DISTRICT COUNCIL** by  
the persons named below, being  
persons duly authorised to enter into  
obligations on behalf of the  
**WAIMAKARIRI DISTRICT COUNCIL**:



Name: Jeff Millward

Position: Chief Executive

Date: 22 September 2022



Name: Sarah Nichols

Position: Governance Manager

Date: 22 September 2022

**END OF PART 1**



## PART 2: GENERAL TERMS

### 1. TERM AND TERMINATION

#### Commencement Date

- 1.1. This Agreement will be effective on and from the Commencement Date and will remain in force until the End Date, unless terminated in accordance with this Agreement.

#### Funding Recipient's obligations

- 1.2. For the avoidance of doubt the Funding Recipient shall not be responsible for achieving the Housing Outcomes (including the Housing Development Milestones), unless expressly provided for in this Agreement.

#### Termination

- 1.3. Kāinga Ora can terminate this Agreement in full or part with immediate effect, by giving notice to the Housing Development Parties, at any time:
- when the Funding Agreement is terminated by Kāinga Ora in accordance with its terms;
  - if any Housing Development Party repudiates this Agreement or this Agreement is invalid;
  - if any Housing Development Party is materially in breach of any obligation or commitment, or a condition or warranty, under this Agreement and, in the case of a Developer, the Developer fails to remedy that breach to Kāinga Ora's satisfaction; and
  - if any Housing Development Party is in breach of any material obligation or commitment, or a material condition or warranty, under this Agreement and, in the case of a Developer, the Developer fails to remedy that breach to Kāinga Ora's satisfaction.

#### Survival

- 1.4. Clauses 1 to 9 of Part 2 (General Terms) survive expiry or termination of this Agreement, along with any other parts of this Agreement necessary to give effect to those provisions. Expiry or termination of this Agreement does not affect any accrued rights, including any rights in respect of a breach of this Agreement that occurred before expiry or termination.

### 2. WARRANTIES

- 2.1. Each Housing Development Party warrants that, as at the Commencement Date, it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with its terms.
- 2.2. The Developer provides the warranties set out in Item 6 of Part 1 (Key Details).
- 2.3. The Funding Recipient provides the warranties set out in Item 7 of Part 1 (Key Details).
- 2.4. Each Housing Development Party acknowledges that Kāinga Ora has entered into this Agreement in reliance on these warranties.

### 3. LIABILITY

- 3.1. Kāinga Ora has no liability to the Housing Development Parties under or in connection with this Agreement and the Funding

Agreement, whether arising in contract, tort (including negligence) or otherwise, other than the obligation to pay to the Funding Recipient the IAF Funding due and payable under the Funding Agreement, capped at the Maximum Amount Payable (as defined in the Funding Agreement).

- 3.2. Each Housing Development Party acknowledges that damages may not be an adequate remedy for any breach or default by a Housing Development Party under or in connection with the performance of an obligation under this Agreement, and that Kāinga Ora may seek specific performance of the terms of this Agreement or injunctive relief or any other similar remedy in addition to any other remedies available to it at law or in equity.

### 4. NOTIFICATION OBLIGATIONS

#### General

- 4.1. Each Housing Development Party will promptly notify Kāinga Ora if:
- the Housing Development Party (or any of its personnel or contractors) becomes aware of, or subject to, a Conflict of Interest; or
  - the Housing Development Party becomes aware of any matter that could reasonably be expected to have an adverse effect on an Enabling Infrastructure Project(s) or the Housing Development, or result in a breach of any term of this Agreement by the Housing Development Party or termination of this Agreement pursuant to clause 1.3 of Part 2 (General Terms).
- 4.2. Each Housing Development Party will not at any time do anything in connection with the Enabling Infrastructure Project(s) or the Housing Development that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of Kāinga Ora or any Crown Office. The Funding Recipient will keep Kāinga Ora informed of any matter known to the Funding Recipient which could reasonably be expected to have such an effect.

#### Review meetings

- 4.3. If reasonably requested by Kāinga Ora, the Housing Development Parties must meet with Kāinga Ora to review and discuss:
- the progress and status of, and any risks and/or issues in relation to, the Housing Development, the delivery of the Housing Outcomes and/or the achievement of the Housing Development Milestones, including all matters contained in the most recent quarterly reports referred to in Item 6 and Item 7 of Part 1 (Key Details) and any issues notified to Kāinga Ora in accordance with Item 6, Item 7 or Item 8 of Part 1 (Key Details) and/or clause 4.1 of Part 2 (General Terms);
  - compliance by the Housing Development Parties with their obligations under this Agreement;
  - any other matter reasonably requested by Kāinga Ora; and
  - how the Housing Development Parties and Kāinga Ora can ensure that any risks or issues are appropriately managed and, if reasonably requested by Kāinga Ora, to also then work together in good faith to agree any plan and/or options to avoid or reduce the impact of the relevant risk or issue, and the timeframes for any applicable actions.
- 4.4. Each Housing Development Party will use its reasonable endeavours to undertake and give effect to any plan and/or options prepared and agreed under clause 4.3(d) of Part 2 (General Terms),

or any other plan and/or option as otherwise agreed with Kāinga Ora.

#### Co-operation

- 4.5. Each Housing Development Party will co-operate with Kāinga Ora and provide Kāinga Ora with any information about the Enabling Infrastructure Project(s), the Housing Development, the Housing Outcomes and/or the Housing Development Milestones reasonably requested by Kāinga Ora within the timeframe set out in the request, as well as providing reasonable access to its personnel in relation to any such information requests.

#### 5. CONFIDENTIALITY

- 5.1. Subject to clauses 5.2 and 5.3, each party will keep the other parties' Confidential Information in confidence, and will use or disclose that Confidential Information only to the extent necessary to perform its obligations, and/or take the intended benefit of its rights, under this Agreement. However, this will not prohibit:

- (a) any party from using or disclosing any information with the written prior consent of the other relevant party;
- (b) use or disclosure of information that has become generally known to the public other than through a breach of this Agreement;
- (c) disclosure required by any law, or any compulsory order or requirement issued pursuant to any law;
- (d) the Developer from disclosing the terms of this Agreement to a Proposed Transferee(s) in accordance with **Item 9 of Part 1 (Key Details)**; or
- (e) Kāinga Ora from using or disclosing to any third party any information, document, report or other material, provided that prior to any such disclosure Kāinga Ora removes all information that is commercially sensitive to the relevant Housing Development Party from the relevant work.

- 5.2. The Housing Development Parties acknowledge and agree that nothing in this Agreement restricts Kāinga Ora's ability to:

- (a) discuss with, and provide all information in respect of, any matters concerning the Housing Development Parties, the Enabling Infrastructure Project(s), the Housing Development, the Housing Outcomes, the Funding Agreement or this Agreement, to any Crown Office or any of their respective advisors;
- (b) meet its obligations under any constitutional or parliamentary convention (or other obligation at law) of or in relation to the New Zealand Parliament, the New Zealand House of Representatives or any of its Committees, any Minister of the Crown, or the New Zealand Auditor-General, including any obligations under the Cabinet Manual including the "no surprises" principle; and
- (c) publicise and report on the Housing Development and the Housing Outcomes, including the Housing Development Parties and any subcontractor names, and a brief description of the Enabling Infrastructure Project(s) and the Housing Development, on websites; in media releases; general announcements and annual reports.

- 5.3. The Housing Development Parties each acknowledge that:

- (a) the contents of this Agreement; and
- (b) information provided to Kāinga Ora,

may be official information in terms of the Official Information Act 1982 and, in line with the purpose and principles of the Official Information Act 1982, this Agreement and such information may be released to the public unless there is good reason, in terms of the Official Information Act 1982, to withhold it. This may include a copy of the Agreement (redacted to remove confidential and commercially sensitive information), being published on Kāinga Ora's website.

- 5.4. Kāinga Ora acknowledges that the Funding Recipient is subject to the Local Government Official Information and Meetings Act 1987 and that its confidentiality obligations under this clause are subject to its compliance with that Act. The Funding Recipient must notify Kāinga Ora if it receives any request for Confidential Information pursuant to the Local Government Official Information and Meetings Act 1987 prior to any disclosure of Confidential Information.

#### 6. MEDIA AND COMMUNICATIONS

- 6.1. Before making any media statements or press releases (including social media posts) referencing this Agreement and/or Kāinga Ora's involvement with the Enabling Infrastructure Project(s) and the Housing Development, the Housing Development Parties will consult with Kāinga Ora, and will obtain Kāinga Ora's prior approval to any such statements or releases.

- 6.2. All correspondence with Kāinga Ora under this clause 6 of **Part 2 (General Terms)** must be directed to Kāinga Ora's Contact Person. The Housing Development Parties will refer any enquiries from the media or any other person about the terms or performance of this Agreement to Kāinga Ora's Contact Person.

- 6.3. The Housing Development Parties do not have the right to enter into any commitment, contract or agreement on behalf of Kāinga Ora or any associated body, or to make any public statement or comment on behalf of Kāinga Ora or any Crown Office.

#### 7. DISPUTES

In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, or in relation to any question regarding its existence, breach, termination or invalidity (in each case, a **Dispute**), any party may give written notice to the other parties. As soon as reasonably practicable thereafter, the parties will meet and endeavour to resolve the Dispute by discussion, negotiation and agreement. A party must not commence any proceedings in connection with a Dispute unless at least 40 days have elapsed since the issue of a notice, and that party has used reasonable endeavours to comply with this clause. However, nothing in this clause prohibits any party from seeking urgent interim relief.

#### 8. CONTACT PERSONS

- 8.1. All matters or enquiries regarding this Agreement will be directed to each party's Contact Person (set out in **Item 13 of Part 1 (Key Details)**).

- 8.2. Each party may from time to time change the person designated as its Contact Person on 10 Business Days' written notice to the other parties.

#### 9. GENERAL

- 9.1. The Funding Recipient and each Developer acknowledges that Kāinga Ora is acting as the agent of the Crown and is required to consult with the Crown and seek the Crown's consent in relation to the exercise of certain of the rights and obligations of Kāinga Ora under this Agreement.



## IAF Housing Outcomes Agreement – Kāinga Ora – Homes and Communities

- 9.2. The Funding Recipient agrees that the Crown may terminate the appointment of Kāinga Ora in relation to the IAF and/or this Agreement and assume, or appoint another person to undertake, the rights and obligations of Kāinga Ora under this Agreement and/or the IAF, without the consent of the Funding Recipient and the Funding Recipient agrees to co-operate with the Crown or such other person to facilitate any such assumption or appointment.
- 9.3. 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 set out in **Item 14 of Part 1** (Key Details) or to any other address from time to time designated for that purpose by at least 10 Business Days' prior written notice to the other party. A notice under this Agreement is deemed to be received if:
- (a) **Delivery:** delivered personally, when delivered;
  - (b) **Post:** posted, 5 Business Days after posting or, in the case of international post, 7 Business Days after posting; and
  - (c) **Email:** sent by email:
    - i. if sent between the hours of 9am and 5pm (local time) on a Business Day, at the time of transmission; or
    - ii. if subclause (i) does not apply, at 9am (local time) on the Business Day most immediately after the time of sending, provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.
- 9.4. This Agreement (and the Funding Agreement in respect of Kāinga Ora and the Funding Recipient only) constitutes the sole and entire understanding with respect to the subject matter hereof and supersedes all prior discussions, representations and understandings, written or oral.
- 9.5. This Agreement may be amended by way of a HOA Variation Agreement signed by all parties in accordance with this Agreement. No amendment to this Agreement will be effective unless agreed in writing and signed by all parties.
- 9.6. No Housing Development Party may assign or transfer any of its contractual rights or obligations under this Agreement, except:
- (a) with Kāinga Ora's prior written approval;
  - (b) in the case of the Funding Recipient only, pursuant to clause 9.7; or
  - (c) in the case of the Developer only, pursuant to **Item 9 of Part 1** (Key Details).
- 9.7. If and to the extent the Funding Recipient is required by law to assign, transfer, sell or dispose of any Enabling Infrastructure Project(s) assets during the term of the Funding Agreement, then this Agreement will be assigned by the Funding Recipient to the relevant assignee at the same time the relevant Enabling Infrastructure Project(s) assets are assigned, transferred, sold or disposed (but such assignment of this Agreement will be only to the extent this Agreement relates to those Enabling Infrastructure Project(s) assets).
- 9.8. No failure, delay or indulgence by any party in exercising any power or right conferred on that party by this Agreement shall operate as a waiver. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights.
- 9.9. The exercise by a party of any express right set out in this Agreement is without prejudice to any other rights, powers or remedies available to a party in contract, at law or in equity, including any rights, powers or remedies which would be available if the express rights were not set out in this Agreement.
- 9.10. Any provision of this Agreement that is invalid or unenforceable will be deemed deleted, and will not affect the other provisions of this Agreement, all of which remain in force to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.
- 9.11. This Agreement is to be governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 9.12. This Agreement may be executed in any number of counterparts (including scanned and emailed copies). So long as each party has received a counterpart signed by each of the other parties, the counterparts together shall constitute a binding and enforceable agreement.

END OF PART 2

### PART 3: DEFINITIONS AND INTERPRETATION

#### A. Definitions

In this Agreement, unless the context requires otherwise, terms defined in **Part 1** (Key Details) have the meanings specified therein and:

*Agreement* means this agreement including Parts 1, 2 and 3 and the schedule and appendices (and any other attachments).

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

*Commencement Date* means the date this Agreement has been signed by all parties specified in **Item 1 of Part 1** (Key Details).

*Completed* means in respect of a dwelling or dwellings, the date on which all necessary code compliance certificates for that dwelling(s) have been obtained.

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

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

but excludes any information which the Holder can show:

- (d) was lawfully acquired by the Holder, entirely independently of its activities in connection with this Agreement, and is free of any other obligation of confidence owed to the Owner; and/or
- (e) has been independently developed by the Holder without reference to the Owner's Confidential Information, and without breaching any other obligation of confidence owed to the Owner.

Notwithstanding the foregoing, the terms of this Agreement are Confidential Information of which each party is both an Owner and a Holder.

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

- (a) conflicts with:
  - i. the obligations of the Housing Development Party (or its personnel or contractors) to Kāinga Ora under this Agreement; or
  - ii. the interests of the Housing Development Party in relation to this Agreement and/or the procuring of the Enabling Infrastructure Project(s); or
- (b) otherwise impairs or might appear to impair the ability of the Housing Development Party (or any of its personnel or contractors)

to diligently and independently comply with its obligations under this Agreement.

*Contact Person* means, in respect of each party, the applicable "Contact Person" specified in **Item 13 of Part 1** (Key Details).

*Crown* means The Sovereign in Right of New Zealand.

*Crown Office* means the Crown, any Minister of the Crown, any Government department or agency and the New Zealand Government generally.

*Delivery Plan* means a delivery plan agreed in writing and signed by the Funding Recipient and Kāinga Ora pursuant to, and in accordance with, the Funding Agreement.

*Developer* has the meaning given in **Item 1 of Part 1** (Key Details).

*Developer Commitments* means the "Developer Commitments" defined in **Item 6 of Part 1** (Key Details).

*Developer Information* means the "Developer Information" defined in **Item 6 of Part 1** (Key Details).

*Developer(s)/Landowner(s) Local Infrastructure* means all ineligible "local" infrastructure that is required to enable the construction of housing in respect of the Housing Development and which is undertaken by or on behalf of the Developer and/or landowner(s) in order for the Developer and/or landowner(s) to obtain a certificate under section 224(c) of the Resource Management Act 1991 in respect of the relevant housing.

*EOI* means the "EOI" defined in **Item 2 of Part 1** (Key Details).

*Enabling Infrastructure Project(s)* means the "Enabling Infrastructure Project(s)" as defined in the Funding Agreement from time to time and as summarised at the date of this Agreement in **Item 4 of Part 1** (Key Details).

*End Date* means the date that Kāinga Ora is satisfied that all Housing Outcomes have been delivered by the Housing Development Parties in accordance with this Agreement.

*Fair Share Principle* means the "Fair Share Principle" defined in **Item 6 of Part 1** (Key Details).

*Funding Agreement* means the "Funding Agreement" defined in **Item 2 of Part 1** (Key Details).

*Funding Recipient Commitments* means the "Funding Recipient Commitments" defined in **Item 7 of Part 1** (Key Details).

*Funding Recipient Representative* means the "Funding Recipient Representative" defined in **Item 7 of Part 1** (Key Details).

*HOA Variation Agreement* means a variation agreement agreed in writing by the parties (based on the standard form provided by Kāinga Ora) which sets out any of the following:

- (a) any updates or amendments to **Schedule 1** following the Commencement Date as contemplated by **Item 3** and **Item 4 of Part 1** (Key Details);

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- (b) any updates or amendments to **Item 5** and/or **Schedule 3** following the Commencement Date as contemplated by **Item 5** of **Part 1** (Key Details); and
- (c) any other updates or amendments to this Agreement as agreed by the parties from time to time;

*Housing Development* means the “Housing Development” defined in **Item 3** of **Part 1** (Key Details).

*Housing Development Milestones* has the meaning given in **Item 5** of **Part 1** (Key Details).

*Housing Development Parties* has the meaning given in **Item 1** of **Part 1** (Key Details).

*Housing Outcomes* means the “Housing Outcomes” defined in **Item 5** of **Part 1** (Key Details).

*IAF* means the “IAF” defined in **Item 2** of **Part 1** (Key Details).

*IAF Funding* means IAF funding paid under the Funding Agreement.

*Key Account Manager* means the “Key Account Manager” defined in **Item 7** of **Part 1** (Key Details).

*Land* means all of the land owned (or to be owned) by the Developer which is the subject of the Housing Development as more particularly described in the Legal Description in **Schedule 1**.

*Responsible Team* means the “Responsible Team” defined in **Item 7** of **Part 1** (Key Details).

*RFP* means the “RFP” defined in **Item 2** of **Part 1** (Key Details).

*Updated Proposal* means the “Updated Proposal” defined in **Item 2** of **Part 1** (Key Details).

### **B. Interpretation**

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

*Conflicts*: if and to the extent there is any inconsistency or conflict between this Agreement and the Funding Agreement, the terms of the Funding Agreement will prevail.

*Documents*: a reference to any document, including this Agreement, includes a reference to that document as amended or replaced from time to time (including by way of a Delivery Plan in accordance with the Funding Agreement).

*Including*: mentioning anything after include, includes or including does not limit what else might be included.

*Order of priority*: the following order of precedence will apply to the extent of any inconsistency or conflict between the parts of and schedules to this Agreement:

- (a) first, the Schedules to this Agreement;
- (b) second, **Part 1** (Key Details) of this Agreement; and
- (c) third, **Part 2** (General Terms) of this Agreement.

*Parties*: a reference to a party to this Agreement or any other document

includes that party’s personal representatives/successors and permitted assigns.

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

*Singular and plural*: the singular includes the plural and vice versa.

*Summaries*: any clause in **Part 2** (General Terms) and any provision of any Schedule applies irrespective of whether or not it is also summarised in **Part 1** (Key Details) (in addition to being set out in **Part 2** (General Terms) and/or any Schedule).

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

**END OF PART 3**

**Schedule 1: Housing Development and Enabling Infrastructure Project(s)****Key Details of the Housing Development and Enabling Infrastructure Project(s)**

The Housing Development key details are as follows:

<b>Name of Housing Development</b>	Bellgrove
<b>Name of Developer(s)</b>	Bellgrove Rangiora Limited
<b>Name of Landowner(s)</b>	Bellgrove Rangiora Limited
<b>Location (suburb and city)</b>	Rangiora
<b>Territorial Authority region</b>	Waimakariri District
<b>Total number of dwellings to be Completed (in aggregate across the entire Housing Development)</b>	1,300
<b>Delivery period for those dwellings to be Completed</b>	2023 - 2032
<b>Brownfield / Greenfield?</b>	Greenfield
<b>Description of land comprising the entire Housing Development</b>	See map in Attachment A below
<b>Description of Developer's Land</b>	The land at: <ul style="list-style-type: none"> <li>• 52 Kippenberger Ave &amp; 174 East Belt – RT CB8B/1429;</li> <li>• 76 Kippenberger Ave - RT CB3C/987;</li> <li>• a portion of 78 Kippenberger Avenue – RT CB45B/1204;</li> <li>• Deeds Land LT 578990 – RT 1073949; and</li> <li>• 15 Kippenberger Ave &amp; 74 Northbrook Road – RTs 577722, CB7A/1261 &amp; CB474/29.</li> </ul>

The key details of the Enabling Infrastructure Project(s) are as follows:

<b>Enabling Infrastructure Project(s)</b>	<b>Description</b>
<b>Three Waters Infrastructure Project(s)</b>	<ul style="list-style-type: none"> <li>• EP 1 - East Belt Booster Main Stage 1 (WDC Plan # 7)</li> <li>• EP 2 - North East Rangiora Supply Main (WDC Plan # 8)</li> <li>• EP 3 - East Rangiora Northern Link Main (WDC Plan # 9)</li> <li>• EP 4 - East Rangiora Booster Main (WDC Plan # 23)</li> <li>• EP 5 - East Rangiora Eastern Main (WDC Plan # 24)</li> <li>• EP 6 - North Northeast Rangiora Supply Main (WDC Plan # 33)</li> <li>• EP 7 - Johns Road East Supply Main (WDC Plan #25)</li> <li>• EP 8 - Northbrook Road Booster Main (WDC Plan # 29)</li> <li>• EP 9 - Sewer Pump Station # 1</li> <li>• EP 10 - Rising Main #1 to WWTP</li> <li>• EP 11 - Sewer Pump Station # 2</li> <li>• EP 12 - Rising Main #2 to Ex. NBPS</li> </ul>
<b>Transport Infrastructure Project(s)</b>	<ul style="list-style-type: none"> <li>• EP 13 - Kippenberger Urbanisation</li> <li>• EP 14 - Kippenberger/McPhail Ave roundabout</li> <li>• IP 4 - Northern corridor bypass road (#1)</li> <li>• IP 8 - Northern corridor bypass road (#2)</li> </ul>

**General description**

The Housing Development is located in North East Rangiora along Kippenberger Avenue. It is one of few greenfield sites available for development in Rangiora. The land comprising the Housing Development is zoned as rural land,

but the Developer has applied for subdivision and land use consent for residential activity to enable the Housing Development.

Based on housing demand projections in Rangiora, there is a need to build an additional 3,950 dwellings over the next 30 years. House prices have risen approximately 220% in the Waimakariri District over the past 12 – 18 months. Demand for different varieties of residential dwellings is also high. Currently, in Rangiora, there is unmet demand for smaller dwellings, close to essential services and amenities, particularly for an ageing population.

The Housing Development will deliver 1,300 dwellings with a mixture of typologies, including more affordable homes within the First Home Grant price cap for Canterbury. Stage 1 will include multi-unit, terrace units, duplex apartments and small stand-alone units, to provide higher density and more affordable dwellings. This density surpasses the requirements of the Canterbury Regional Policy statement on minimum net density and achieves the requirements the National Policy Statement on Urban Development.

The Housing Development will support employment opportunities. It is located between 2 - 3 kilometres from Rangiora's central commercial area and Rangiora's business and industrial parks. These areas are within 10 – 40 minute walking distance of the Housing Development, and it is anticipated that these areas will be accessible by cycleway and public transport.

The Housing Development will be close to 13 schools, including Rangiora High School. These schools are located within 2.8 kilometres of the Housing Development (being a 10 – 35 minute walk). It is anticipated that schools will be accessible by cycleway and public transport. Other amenities, such as a medical centre, reserves and parks, retail, supermarkets, sports facilities, and churches will be within 2.8 kilometres from the Housing Development.

IAF Funding will be applied towards 12 Three Waters projects and 2 Transport projects (including a new roundabout on Kippenberger Avenue). IAF Funding will accelerate the completion of the IAF Funded Enabling Infrastructure, which will unlock further potential beyond the Housing Development. The Environmental Protection Authority has granted Covid-19 Fast Track Resource Management Act 1991 approval to Stage 1. This approval grants all of the Resource Management Act 1991 consents required for Stage 1.

Over the past 18 months, the Funding Recipient has been working in partnership with the Landowner and Developer to support the Housing Development, including by supporting the Developer's application for Fast Track consenting and the Developer's application for IAF Funding. There is a high level of alignment between all parties.

**Schedule 2: Housing Development Milestones**

The Housing Development Milestones to be achieved by the Developer are set out in the table below. References in the table below to “Housing Development” means the dwellings that the Developer is responsible for under this Agreement, as set out in **Item 5 of Part 1**.

<b>BELLGROVE Rangiora - STAGES 1A-D (North Block)</b>			
<b>Phase</b>	<b>Housing Development Milestone</b>	<b>Dwellings Completed</b>	<b>Milestone Date</b>
<b>1. Pre-Feasibility</b>	<p>Confirmation from the Developer to Kāinga Ora that the pre-feasibility activities for the Housing Development are completed, including:</p> <ul style="list-style-type: none"> <li>• identification of the Housing Development concept;</li> <li>• scenario testing of the Housing Development concept; and</li> <li>• initiation of feasibility inputs commenced.</li> </ul>	N/A	Completed
<b>2. Feasibility / Concept Plan</b>	<p>Confirmation from the Developer to Kāinga Ora that the feasibility activities for the Housing Development are completed, including:</p> <ul style="list-style-type: none"> <li>• analysis of Housing Development opportunity completed;</li> <li>• commitment to deliver Housing Development; and</li> <li>• high level cost estimate and net funding identified.</li> </ul>	N/A	Completed
<b>3. Planning / Master Planning</b>	<p>Confirmation from the Developer to Kāinga Ora that the planning / masterplanning work activities for the Housing Development are completed, including:</p> <ul style="list-style-type: none"> <li>• masterplan completed;</li> <li>• lodgement and approval of district plan changes (if any);</li> <li>• refined feasibility of Housing Development (based on completed masterplan); and</li> <li>• business case finalized.</li> </ul>	N/A	Completed

BELLGROVE Rangiora - STAGES 1A-D (North Block)			
Phase	Housing Development Milestone	Dwellings Completed	Milestone Date
4. Design / Consenting / Sales Strategy	<p>Confirmation from the Developer to Kāinga Ora that the design / consenting activities for the Housing Development are completed, and a well-defined sales strategy is in place, including:</p> <ul style="list-style-type: none"> <li>resource and subdivision land use consents have been submitted to the relevant decision maker;</li> <li>the commercial arrangements required for the Housing Development are in place; and</li> <li>all necessary land acquisition agreements have been entered into.</li> </ul>	N/A	Completed
5. Subdivisions completion	<p>Confirmation from the Developer to Kāinga Ora that, in respect of Stages 1A-D:</p> <ul style="list-style-type: none"> <li>resource and subdivision land use consents have been obtained.</li> </ul>	N/A	Completed
	<p>Confirmation from the Developer to Kāinga Ora that, in respect of Stages 1A-D:</p> <ul style="list-style-type: none"> <li>it has sold the relevant sites / land to a third party or third parties, who have committed to Complete dwellings on the sub-divided land.</li> </ul>	N/A	August 2023
6. Dwellings Completed	Confirmation from the Developer to Kāinga Ora of the first Dwelling Completed (i.e., code of compliance certificate issued) in relation to the Housing Development by the relevant third party or third parties.	1	December 2023
	Confirmation from the Developer to Kāinga Ora of Dwellings Completed (i.e., code of compliance certificates issued) in relation to Stage 1A by the relevant third party or third parties.	48	June 2024
	Confirmation from the Developer to Kāinga Ora of Dwellings Completed (i.e., code of compliance certificates issued) in relation to Stage 1B by the relevant third party or third parties.	61	March 2025
	Confirmation from the Developer to Kāinga Ora of Dwellings Completed (i.e., code of compliance certificates issued) in relation to Stage 1C by the relevant third party or third parties.	28	August 2025
	Confirmation from the Developer to Kāinga Ora of Dwellings Completed (i.e., code of compliance certificates issued) in relation to Stage 1D by the relevant third party or third parties.	58	March 2026

BELLGROVE Rangiora - STAGES 2-5 (North Block)				
Phase	Housing Development Milestone	Dwellings Completed	Milestone Date	
1. <b>Pre-Feasibility</b>	<p>Confirmation from the Developer to Kāinga Ora that the pre-feasibility activities for the Housing Development are completed, including:</p> <ul style="list-style-type: none"> <li>• identification of the Housing Development concept;</li> <li>• scenario testing of the Housing Development concept; and</li> <li>• initiation of feasibility inputs commenced.</li> </ul>	N/A	December 2022	
2. <b>Feasibility / Concept Plan</b>	<p>Confirmation from the Developer to Kāinga Ora that the feasibility activities for the Housing Development are completed, including:</p> <ul style="list-style-type: none"> <li>• analysis of Housing Development opportunity completed;</li> <li>• commitment to deliver Housing Development; and</li> <li>• high level cost estimate and net funding identified.</li> </ul>	N/A	December 2022	
3. <b>Planning / Master Planning</b>	<p>Confirmation from the Developer to Kāinga Ora that the planning / masterplanning work activities for the Housing Development are completed, including:</p> <ul style="list-style-type: none"> <li>• masterplan completed;</li> <li>• lodgement and approval of district plan changes (if any);</li> <li>• refined feasibility of Housing Development (based on completed masterplan); and</li> <li>• business case finalized.</li> </ul>	N/A	September 2023	
4. <b>Design / Consenting / Sales Strategy</b>	<p>Confirmation from the Developer to Kāinga Ora that the design / consenting activities for the Housing Development are completed, and a well-defined sales strategy is in place, including:</p> <ul style="list-style-type: none"> <li>• resource and subdivision land use consents have been submitted to the relevant decision maker;</li> <li>• the commercial arrangements required for the Housing Development are in place; and</li> <li>• all necessary land acquisition agreements have been entered into.</li> </ul>	N/A	September 2023	



BELLGROVE Rangiora - STAGES 2-5 (North Block)			
Phase	Housing Development Milestone	Dwellings Completed	Milestone Date
5. Subdivisions completion	Confirmation from the Developer to Kāinga Ora that, in respect of Stages 2-5: <ul style="list-style-type: none"> <li>resource and subdivision land use consents have been obtained.</li> </ul>	N/A	September 2023
	Confirmation from the Developer to Kāinga Ora that, in respect of Stages 2-5: <ul style="list-style-type: none"> <li>it has sold the relevant sites / land to a third party or third parties, who have committed to Complete dwellings on the sub-divided land.</li> </ul>	N/A	March 2030
6. Dwellings Completed	Confirmation from the Developer to Kāinga Ora of the first Dwelling Completed (i.e., code of compliance certificate issued) in relation to the Housing Development by the relevant third party or third parties.	1	June 2025
	Confirmation from the Developer to Kāinga Ora of Dwellings Completed (i.e., code of compliance certificates issued) in relation to Stage 2 by the relevant third party or third parties.	183	March 2027
	Confirmation from the Developer to Kāinga Ora of Dwellings Completed (i.e., code of compliance certificates issued) in relation to Stage 3 by the relevant third party or third parties.	180	March 2028
	Confirmation from the Developer to Kāinga Ora of Dwellings Completed (i.e., code of compliance certificates issued) in relation to Stage 4 by the relevant third party or third parties.	110	March 2029
	Confirmation from the Developer to Kāinga Ora of Dwellings Completed (i.e., code of compliance certificates issued) in relation to Stage 5 by the relevant third party or third parties.	130	March 2030

BELLGROVE Rangiora - STAGES A-D (South Block)			
Phase	Housing Development Milestone	Dwellings Completed	Milestone Date
1. <b>Pre-Feasibility</b>	<p>Confirmation from the Developer to Kāinga Ora that the pre-feasibility activities for the Housing Development are completed, including:</p> <ul style="list-style-type: none"> <li>• identification of the Housing Development concept;</li> <li>• scenario testing of the Housing Development concept; and</li> <li>• initiation of feasibility inputs commenced.</li> </ul>	N/A	August 2023
2. <b>Feasibility / Concept Plan</b>	<p>Confirmation from the Developer to Kāinga Ora that the feasibility activities for the Housing Development are completed, including:</p> <ul style="list-style-type: none"> <li>• analysis of Housing Development opportunity completed;</li> <li>• commitment to deliver Housing Development; and</li> <li>• high level cost estimate and net funding identified.</li> </ul>	N/A	August 2023
3. <b>Planning / Master Planning</b>	<p>Confirmation from the Developer to Kāinga Ora that the planning / masterplanning work activities for the Housing Development are completed, including:</p> <ul style="list-style-type: none"> <li>• masterplan completed;</li> <li>• lodgement and approval of district plan changes (if any);</li> <li>• refined feasibility of Housing Development (based on completed masterplan); and</li> <li>• business case finalized.</li> </ul>	N/A	December 2023
4. <b>Design / Consenting / Sales Strategy</b>	<p>Confirmation from the Developer to Kāinga Ora that the design / consenting activities for the Housing Development are completed, and a well-defined sales strategy is in place, including:</p> <ul style="list-style-type: none"> <li>• resource and subdivision land use consents have been submitted to the relevant decision maker;</li> <li>• the commercial arrangements required for the Housing Development are in place; and</li> <li>• all necessary land acquisition agreements have been entered into.</li> </ul>	N/A	June 2024

BELLGROVE Rangiora - STAGES A-D (South Block)			
Phase	Housing Development Milestone	Dwellings Completed	Milestone Date
5. Subdivisions completion	Confirmation from the Developer to Kāinga Ora that, in respect of Stages 2-5: <ul style="list-style-type: none"> <li>resource and subdivision land use consents have been obtained.</li> </ul>	N/A	December 2025
	Confirmation from the Developer to Kāinga Ora that, in respect of Stages 2-5: <ul style="list-style-type: none"> <li>it has sold the relevant sites / land to a third party or third parties, who have committed to Complete dwellings on the sub-divided land.</li> </ul>	N/A	December 2029
6. Dwellings Completed	Confirmation from the Developer to Kāinga Ora of the first Dwelling Completed (i.e., code of compliance certificate issued) in relation to the Housing Development by the relevant third party or third parties.	1	December 2026
	Confirmation from the Developer to Kāinga Ora of Dwellings Completed (i.e., code of compliance certificates issued) in relation to Stage A by the relevant third party or third parties.	74	August 2028
	Confirmation from the Developer to Kāinga Ora of Dwellings Completed (i.e., code of compliance certificates issued) in relation to Stage B by the relevant third party or third parties.	165	June 2029
	Confirmation from the Developer to Kāinga Ora of Dwellings Completed (i.e., code of compliance certificates issued) in relation to Stage C by the relevant third party or third parties.	120	June 2030
	Confirmation from the Developer to Kāinga Ora of Dwellings Completed (i.e., code of compliance certificates issued) in relation to Stage D by the relevant third party or third parties.	140	March 2031

**Schedule 3: Dwellings to be Completed in each year**

This Schedule 3 sets out the type and total number of dwellings (to be Completed by the Developer in respect of the Housing Development) in each year.

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035 onwards	Total
1. Public housing dwellings	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
2. Papakāinga dwellings	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
3. Lower-cost dwellings	Nil	12	80	97	94	76	112	100	80	44	15	Nil	Nil	Nil	710
4. Other dwellings	Nil	13	65	80	76	62	92	82	66	36	18	Nil	Nil	Nil	590
5. Total	Nil	25	145	177	170	138	204	182	146	80	33	Nil	Nil	Nil	1,300

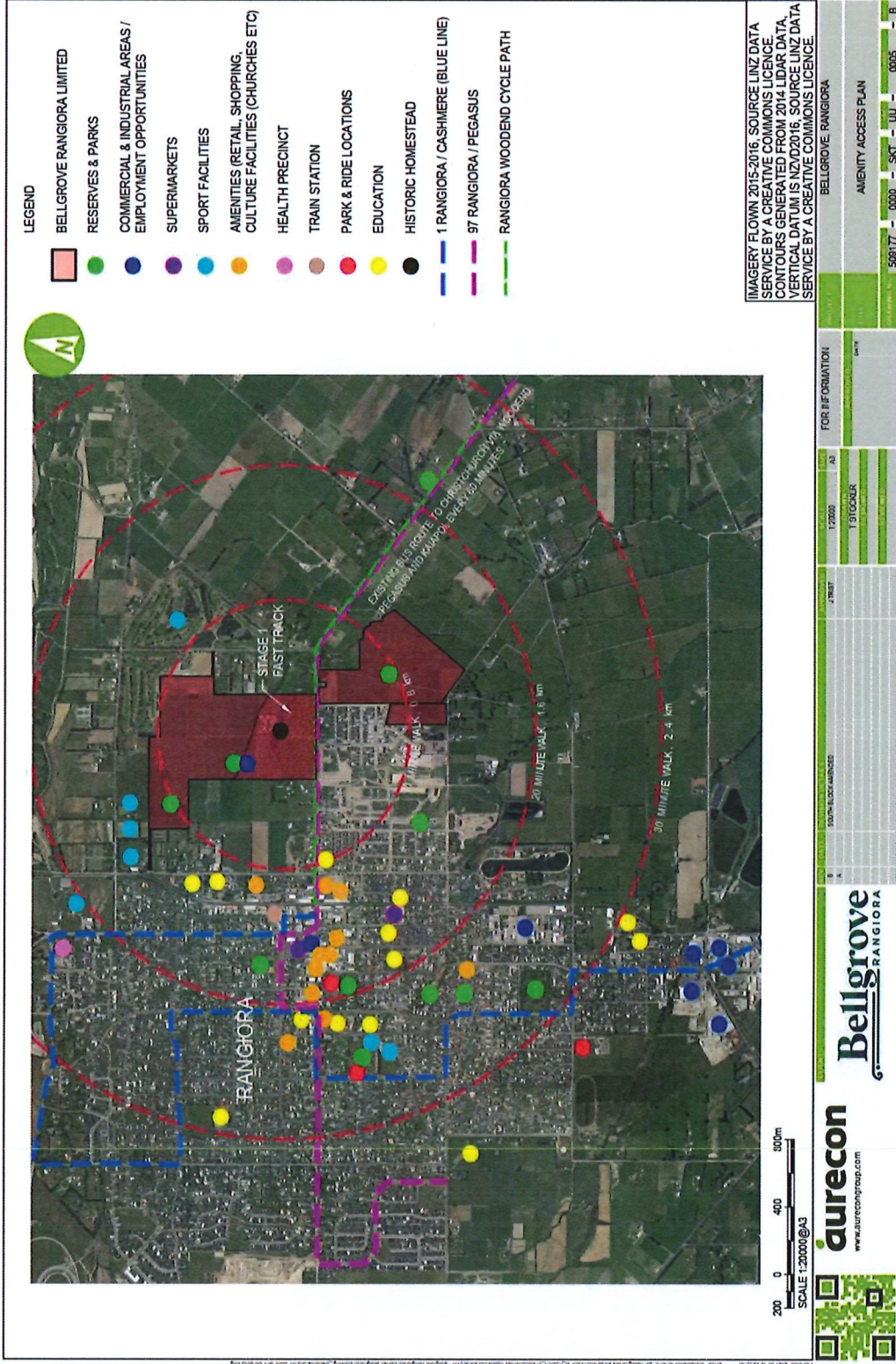
Attachment A: Land map



**Attachment B: Anticipated Developer Housing Typology: Stages 1-5 and Stages A-D**

STAGES 1- 5, A-D TOTAL Development							
Building Typology	% of total Sections Approx	No Sections Approx	Section Size M <sup>2</sup>	Indicative Gross Floor Area Of Builds	Number Bedrooms		
Multi Unit Duplex / Apartments Villas	22% Affordable	286	200-350	100-160m <sup>2</sup>	2-3		
Stand Alone Dwellings	33% Affordable	424	350-425	100-140m <sup>2</sup>	2-3		
Stand Alone Dwellings	32%	422	426-500	140-190m <sup>2</sup>	3-4		
Stand Alone Dwellings	13%	168	500+	170-260+	3-5		
<b>TOTALS</b>	<b>100%</b>	<b>1300</b>					

Attachment C: Amenities Access Plan



**IAF FUNDING AGREEMENT**

BETWEEN

**KĀINGA ORA - HOMES AND  
COMMUNITIES**

AND

**WAIMAKARIRI DISTRICT  
COUNCIL**

FOR

**Bellgrove**

**REFERENCE P109**

**Date:** 11 October 2022



## AGREEMENT

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

### Part 1: Key Details

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#### 1. Parties

##### ***KĀINGA ORA***

Kāinga Ora – Homes and Communities, a Crown entity established under the Kāinga Ora – Homes and Communities Act 2019 and a Crown agency under the Crown Entities Act 2004 (**Kāinga Ora**), acting on behalf of the Crown

##### ***RECIPIENT***

Waimakariri District Council, a territorial authority listed in Part 2 of Schedule 2 to the Local Government Act 2002 (**Recipient**)

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#### 2. Background

##### ***Infrastructure Acceleration Fund***

In June 2021, the New Zealand Government announced the Infrastructure Acceleration Fund (**IAF**) initiative as part of the Housing Acceleration Fund announced in March 2021.

The IAF is designed to allocate funding to new or upgraded infrastructure (such as transport, three waters and flood management infrastructure) to (1) unlock housing developments in the short-to-medium term, and (2) enable a meaningful contribution to housing outcomes in areas of need.

Kāinga Ora has been mandated by the New Zealand Government to administer the IAF and to conduct a process designed to allocate IAF funding to suitable eligible infrastructure projects to unlock housing developments and enable housing outcomes.

##### ***IAF process***

On 30 June 2021, Kāinga Ora released an Invitation for Expressions of Interest (**EOI**) as the first stage in the IAF process. Applicants responded to the EOI with housing development proposals outlining high level information about the relevant housing development, its associated infrastructure requirements and responses to the eligibility and evaluation criteria.

Applicants with successful EOI proposals received a Request for Proposals (**RFP**), asking them to submit more fulsome information and sufficient detail about their proposal in order to enable Kāinga Ora to undertake due diligence to confirm eligibility and fully evaluate the proposal.

Bellgrove Rangiora Limited (**Applicant**) submitted a housing development proposal in response to the EOI and subsequently received a RFP. The Applicant submitted its response to the RFP in December 2021 (**Updated Proposal**), which Kāinga Ora has evaluated.

The Applicant, the Recipient and Kāinga Ora subsequently entered into negotiations in relation to the Updated Proposal.

##### ***Approval of IAF funding***

Based on the Updated Proposal and negotiations as part of the IAF process described above, the Recipient has been approved by the New Zealand Government for IAF funding support, on the terms and conditions set out in this Agreement, to deliver the Enabling Infrastructure Project(s) to unlock and enable the Housing Development identified in **Item 3** below and as further described in **Schedule 1**, which will provide the Housing Outcomes identified in **Item 4** below.

The Recipient is a territorial authority and will, or will continue to be (as applicable), the owner of the new or upgraded infrastructure delivered pursuant to the Enabling Infrastructure Project(s).

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### Housing Development and Housing Outcomes

- 3. Housing Development** The Recipient must ensure that the Enabling Infrastructure Project(s) will have the capacity and be capable of unlocking and enabling the housing development summarised below and further described in **Schedule 1** (as may be updated, amended or replaced by the parties from time to time pursuant to a Delivery Plan which will be agreed and signed by the parties) (the **Housing Development**):

<b>Name of Housing Development</b>	Bellgrove
<b>Name of Developer(s) (if known)</b>	Bellgrove Rangiora Limited
<b>Name of Landowner(s) (if known)</b>	Bellgrove Rangiora Limited
<b>Location (suburb and city)</b>	Rangiora
<b>Territorial Authority region</b>	Waimakariri District
<b>Total number of dwellings to be Completed (in aggregate)</b>	1,300
<b>Delivery period for dwellings to be Completed</b>	2023 – 2032
<b>Brownfield / Greenfield?</b>	Greenfield

- 4. Housing Outcomes and Housing Outcomes Agreement** The Recipient must ensure that the Housing Development (to be unlocked and enabled by the Enabling Infrastructure Project(s)) will be capable of providing the housing outcomes (**Housing Outcomes**) summarised below and set out in further detail in the Housing Outcomes Agreement(s) entered into contemporaneously with this Agreement and/or if required under this **Item 4** and **Schedule 2**, entered into following the date of this Agreement (**Housing Outcomes Agreement(s)**), as may be updated, amended or replaced from time to time in accordance with **Item 5** below:

Type of Housing Outcome	Summary Description of Housing Outcome										
<b>Type and total number of dwellings to be Completed</b>	<p>The type and total number of dwellings to be Completed in aggregate in respect of the Housing Development, are as follows:</p> <table border="1"> <tr> <td>Public housing dwellings:</td> <td>Nil</td> </tr> <tr> <td>Papakāinga dwellings:</td> <td>Nil</td> </tr> <tr> <td>Lower-cost dwellings (within the first home grant price cap for the region in which the Housing Development is located):</td> <td>710</td> </tr> <tr> <td>Other dwellings:</td> <td>590</td> </tr> <tr> <td><b>Total number of dwellings to be Completed in aggregate in respect of the Housing Development:</b></td> <td><b>1,300</b></td> </tr> </table>	Public housing dwellings:	Nil	Papakāinga dwellings:	Nil	Lower-cost dwellings (within the first home grant price cap for the region in which the Housing Development is located):	710	Other dwellings:	590	<b>Total number of dwellings to be Completed in aggregate in respect of the Housing Development:</b>	<b>1,300</b>
Public housing dwellings:	Nil										
Papakāinga dwellings:	Nil										
Lower-cost dwellings (within the first home grant price cap for the region in which the Housing Development is located):	710										
Other dwellings:	590										
<b>Total number of dwellings to be Completed in aggregate in respect of the Housing Development:</b>	<b>1,300</b>										
<b>Type and total number of dwellings to be Completed over each year</b>	The type and total number of dwellings (to be Completed in aggregate in respect of the Housing Development) in each year are set out in <b>Schedule 5</b> .										
<b>Additional special features of the Housing Development</b>	A special feature of the Housing Development is the high proportion of lower-cost dwellings. It is estimated that 55% of the total number of dwellings to be completed (being an estimated total of 710 housing units overall) will be lower-cost dwellings.										
<b>Other housing outcomes</b>	<ul style="list-style-type: none"> <li><b>Typology:</b> Approximately 55% of the total number of dwellings (710) to be completed will be lower-cost dwellings. The balance of the dwellings (590) will be</li> </ul>										

	<p>other dwellings. The dwellings will be either multi-unit duplex / apartments or stand alone.</p> <ul style="list-style-type: none"> <li>• <b>Access to amenity and opportunity:</b> The Housing Development is located in close proximity to existing recreation facilities, cultural facilities, retail and shopping areas within the existing Rangiora urban environment.</li> <li>• <b>Density:</b> The dwellings to be provided on land subdivided by the Developer are expected to support intensification by achieving a residential density of approximately 13.2 households per hectare within Stage 1 whilst also promoting the Bellgrove Homestead and its immediate setting which is of heritage significance. The expert consenting panel appointed by the Environmental Protection Authority approved fast-track consent for Stage 1 inter alia because it was consistent with the National Policy Statement on Urban Development (NPS-UD). It is anticipated that future Stages 2-4 (Bellgrove North) and Stages A-D (Bellgrove South) will support intensification as contemplated by achieving a housing density of approximately 15 households per hectare. NPS-UD.</li> <li>• <b>Māori / Iwi:</b> The Housing Development will not affect any specific Māori-owned land titles. The Developer has engaged with and sought the views of mana whenua on the Proposal and has prepared a mana whenua engagement plan.</li> <li>• <b>Environmental:</b> The dwellings (in aggregate in respect of the Housing Development, including those to be provided by the Developer) will support housing development that is environmentally sustainable by:             <ul style="list-style-type: none"> <li>○ reduced private vehicle use due to proximity to public transport and Rangiora urban centre;</li> <li>○ protection of an existing wetland, protection and management of indigenous lizards;</li> <li>○ retention and preservation of the historic Bellgrove Homestead;</li> <li>○ realignment and indigenous naturalisation of two overland flow-paths to provide flood hazard improvements, esplanade reserves and associated walkways/cycleways through the site connecting with Rangiora urban centre; and</li> <li>○ amenity improvements to eastern entrance to Rangiora by plantings and walkway/cycleway on Kippenberger Avenue.</li> </ul> </li> </ul>
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The Recipient must use their reasonable endeavours to support and facilitate the delivery of the Housing Development and achievement of the Housing Outcomes, including by:

- granting all necessary consents and approving all required plan changes in a timely manner (subject always to the acknowledgement in the paragraph below);
- co-operating with Kāinga Ora and the Developer(s) and working together in good faith; and
- doing or procuring the doing of all acts and/or execute or procure the execution of documents reasonably necessary or required to give full effect to this Agreement.

Kāinga Ora acknowledges that the Recipient is the territorial authority for the area in which the Enabling Infrastructure Project(s) and the Housing Development are to be undertaken, and that in terms of its regulatory functions as a local authority the Recipient must act as an independent local authority and not as a party to this Agreement. Any undertaking of the Recipient acting as a party to this Agreement shall not be construed as a consent or approval of, or bind it in, its regulatory capacity.

To the extent that the Housing Outcomes Agreements in place at any time do not collectively account for the total number of dwellings to be Completed (as specified in the table above in this **Item 4**), then the Recipient will:

- actively promote the Housing Development opportunities to prospective Developers with the intent that all of the Housing Outcomes will be achieved;
- provide Kāinga Ora with updates on such promotional activity in accordance with the reporting requirements in **Item 16** and **Schedule 4**; and
- procure that one or more Developers will each become a party to a Housing Outcomes Agreement with the Recipient and Kāinga Ora following the date of this Agreement, as set out in **Part A** of **Schedule 2**, with the intent that all of the Housing Outcomes are achieved.

The Recipient will not be responsible for funding the construction of the dwellings (referred to in the Housing Outcomes Agreement(s)) directly enabled by the Enabling Infrastructure Project(s).

**5. Housing Outcomes and Housing Outcomes Agreement(s) updates**

Any updates to a Housing Outcomes Agreement(s) during the term of this Agreement will be made pursuant to a HOA Variation Agreement agreed and signed by the parties to the relevant Housing Outcomes Agreement(s). If and to the extent the relevant changes also relate to this Agreement, such changes will also be included in a Delivery Plan which will be agreed and signed by the parties to this Agreement.

**Enabling Infrastructure Project(s)**

**6. Enabling Infrastructure Project(s)**

The Recipient must undertake and ensure the delivery of the following new or upgraded infrastructure to unlock and/or accelerate the Housing Development (the **Enabling Infrastructure Project(s)**), on the terms and conditions of this Agreement.

Enabling Infrastructure Project(s)	Description
<b>Three Waters Enabling Infrastructure Project(s)</b>	<ul style="list-style-type: none"> <li>• EP 1 - East Belt Booster Main Stage 1 (WDC Plan # 7)</li> <li>• EP 2 - North East Rangiora Supply Main (WDC Plan # 8)</li> <li>• EP 3 - East Rangiora Northern Link Main (WDC Plan # 9)</li> <li>• EP 4 - East Rangiora Booster Main (WDC Plan # 23)</li> <li>• EP 5 - East Rangiora Eastern Main (WDC Plan # 24)</li> <li>• EP 6 - North Northeast Rangiora Supply Main (WDC Plan # 33)</li> <li>• EP 7 - Johns Road East Supply Main (WDC Plan #25)</li> <li>• EP 8 - Northbrook Road Booster Main (WDC Plan # 29)</li> <li>• EP 9 - Sewer Pump Station # 1</li> <li>• EP 10 - Rising Main #1 to WWTP</li> <li>• EP 11 - Sewer Pump Station # 2</li> <li>• EP 12 - Rising Main #2 to Ex. NBPS</li> </ul>
<b>Transport Enabling Infrastructure Project(s)</b>	<ul style="list-style-type: none"> <li>• EP 13 - Kippenberger Urbanisation</li> <li>• EP 14 - Kippenberger/McPhail Ave roundabout</li> <li>• IP 4 - Northern corridor bypass road (#1)</li> <li>• IP 8 - Northern corridor bypass road (#2)</li> </ul>

Table 6.1

The Recipient must ensure that IAF Funding paid by Kāinga Ora to the Recipient in accordance with this Agreement will be applied by the Recipient to the Eligible Costs of planning for and delivering the following Enabling Infrastructure Project(s) (the **IAF Funded Enabling Infrastructure Project(s)**), on the terms and conditions of this Agreement:

IAF Funded Enabling Infrastructure Project(s)	Description
Three Waters IAF Enabling Funded Enabling Infrastructure Project(s)	<ul style="list-style-type: none"> <li>• EP 1 - East Belt Booster Main Stage 1 (WDC Plan # 7)</li> <li>• EP 2 - North East Rangiora Supply Main (WDC Plan # 8)</li> <li>• EP 3 - East Rangiora Northern Link Main (WDC Plan # 9)</li> <li>• EP 4 - East Rangiora Booster Main (WDC Plan # 23)</li> <li>• EP 5 - East Rangiora Eastern Main (WDC Plan # 24)</li> <li>• EP 6 - North Northeast Rangiora Supply Main (WDC Plan # 33)</li> <li>• EP 7 - Johns Road East Supply Main (WDC Plan #25)</li> <li>• EP 8 - Northbrook Road Booster Main (WDC Plan # 29)</li> <li>• EP 9 - Sewer Pump Station # 1</li> <li>• EP 10 - Rising Main #1 to WWTP</li> <li>• EP 11 - Sewer Pump Station # 2</li> <li>• EP 12 - Rising Main #2 to Ex. NBPS</li> </ul>
Transport IAF Enabling Funded Enabling Infrastructure Project(s)	<ul style="list-style-type: none"> <li>• EP 13 - Kippenberger Urbanisation</li> <li>• EP 14 - Kippenberger/McPhail Ave roundabout</li> </ul>

Table 6.2

The Recipient acknowledges that no IAF Funding will be paid by Kāinga Ora to the Recipient in respect of any Enabling Infrastructure Project(s) other than those described in Table 6.2 above.

The Enabling Infrastructure Project(s) are further defined and described in **Schedule 1** (as may be updated by the parties from time to time pursuant to a Delivery Plan which will be agreed and signed by the parties).

In this Agreement, the term “Enabling Infrastructure Project(s)” shall mean all Enabling Infrastructure Project(s) described in Table 6.1 above, except where they are referenced as the “IAF Funded Enabling Infrastructure Project(s)”.

**7. Enabling Infrastructure Project(s) Milestones**

The Enabling Infrastructure Project(s) milestones for the IAF Funded Enabling Infrastructure Project(s) (the **IAF Funded Enabling Infrastructure Project(s) Milestones**) as at the date of this Agreement are summarised below and are further described in **Part A of Schedule 2**:

	IAF Funded Enabling Infrastructure Project(s) Milestone Heading	Completion Date	Summary Description of Key IAF Funded Enabling Infrastructure Project(s) Milestone
<b>EP 1: Three Waters IAF Funded Enabling Infrastructure Project(s) - East Belt Booster Main Stage 1 (WDC Plan #7)</b>			
1.	<b>Stage 1 (Early)</b>	June 2024	Masterplanning
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Feasibility
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Consenting and contracts awarded
4.	<b>Practical Completion</b>	December 2024	Practical Completion certificate issued
<b>EP 2: Three Waters IAF Funded Enabling Infrastructure Project(s) - North East Rangiora Supply Main (WDC Plan #8)</b>			
1.	<b>Stage 1 (Early)</b>	June 2024	Masterplanning
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Feasibility

3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Consenting and contracts awarded
4.	<b>Practical Completion</b>	December 2024	Practical Completion certificate issued
<b>EP 3: Three Waters IAF Funded Enabling Infrastructure Project(s) - East Rangiora Northern Link Main (WDC Plan #9)</b>			
1.	<b>Stage 1 (Early)</b>	February 2023	Masterplanning
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Feasibility
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Consenting and contracts awarded
4.	<b>Practical Completion</b>	December 2024	Practical Completion certificate issued
<b>EP 4: Three Waters IAF Funded Enabling Infrastructure Project(s) - East Rangiora Booster Main (WDC Plan #23)</b>			
1.	<b>Stage 1 (Early)</b>	June 2024	Masterplanning
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Feasibility
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Consenting and contracts awarded
4.	<b>Practical Completion</b>	December 2024	Practical Completion certificate issued
<b>EP 5: Three Waters IAF Funded Enabling Infrastructure Project(s) - East Rangiora Eastern Main (WDC Plan #24)</b>			
1.	<b>Stage 1 (Early)</b>	December 2024	Masterplanning
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Feasibility
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Consenting and contracts awarded
4.	<b>Practical Completion</b>	December 2025	Practical Completion certificate issued
<b>EP 6: Three Waters IAF Funded Enabling Infrastructure Project(s) - North Northeast Rangiora Supply Main (WDC Plan #33)</b>			
1.	<b>Stage 1 (Early)</b>	December 2024	Masterplanning
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Feasibility
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed	Consenting and contracts awarded

		Delivery Plan	
4.	<b>Practical Completion</b>	December 2025	Practical Completion certificate issued
<b>EP 7: Three Waters IAF Funded Enabling Infrastructure Project(s) - Johns Road East Supply Main (WDC Plan #25)</b>			
1.	<b>Stage 1 (Early)</b>	July 2025	Masterplanning
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Feasibility
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Consenting and contracts awarded
4.	<b>Practical Completion</b>	July 2026	Practical Completion certificate issued
<b>EP 8: Three Waters IAF Funded Enabling Infrastructure Project(s) - Northbrook Road Booster Main (WDC Plan #29)</b>			
1.	<b>Stage 1 (Early)</b>	July 2025	Masterplanning
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Feasibility
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Consenting and contracts awarded
4.	<b>Practical Completion</b>	July 2026	Practical Completion certificate issued
<b>EP 9: Three Waters IAF Funded Enabling Infrastructure Project(s) - WWPS #1 - Sewer Pump Station #1</b>			
1.	<b>Stage 1 (Early)</b>	October 2022	Masterplanning
2.	<b>Stage 2 (Pre-Implementation)</b>	December 2022	Feasibility
3.	<b>Stage 3 (Implementation)</b>	September 2023	Consenting and contracts awarded
4.	<b>Practical Completion</b>	December 2023	Practical Completion certificate issued
<b>EP 10: Three Waters IAF Funded Enabling Infrastructure Project(s) - RM#1 - Rising Main #1 to WWTP</b>			
1.	<b>Stage 1 (Early)</b>	June 2023	Masterplanning
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Feasibility
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Consenting and contracts awarded
4.	<b>Practical Completion</b>	December 2025	Practical Completion certificate issued
<b>EP 11: Three Waters IAF Funded Enabling Infrastructure Project(s) - WWPS #2 - Sewer Pump Station #2</b>			
1.	<b>Stage 1 (Early)</b>	June 2024	Masterplanning
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Feasibility
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by	Consenting and contracts awarded

		way of agreed Delivery Plan	
4.	<b>Practical Completion</b>	December 2026	Practical Completion certificate issued
<b>EP 12: Three Waters IAF Funded Enabling Infrastructure Project(s) - RM#2 - Rising Main #2 to Ex. NBPS</b>			
1.	<b>Stage 1 (Early)</b>	June 2024	Masterplanning
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Feasibility
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	Consenting and contracts awarded
4.	<b>Practical Completion</b>	December 2026	Practical Completion certificate issued
<b>EP 13: Transport IAF Funded Enabling Infrastructure Project(s) - Kippenberger Ave Upgrade</b>			
1.	<b>Stage 1 (Early)</b>	October 2022	Masterplanning
2.	<b>Stage 2 (Pre-Implementation)</b>	December 2022	Feasibility
3.	<b>Stage 3 (Implementation)</b>	September 2023	Consenting and contracts awarded
4.	<b>Practical Completion</b>	December 2023	Practical Completion certificate issued
<b>EP 14: Transport IAF Funded Enabling Infrastructure Project(s) - Kippenberger Ave/MacPhail Ave Roundabout</b>			
1.	<b>Stage 1 (Early)</b>	October 2022	Masterplanning
2.	<b>Stage 2 (Pre-Implementation)</b>	December 2022	Feasibility
3.	<b>Stage 3 (Implementation)</b>	September 2023	Consenting and contracts awarded
4.	<b>Practical Completion</b>	December 2023	Practical Completion certificate issued

The Enabling Infrastructure Project(s) milestones for the Enabling Infrastructure Project(s) described in Table 6.1 (excluding the IAF Funded Enabling Infrastructure Project(s)) (**Non-IAF Funded Enabling Infrastructure Project(s) Milestones**) as at the date of this Agreement are set out in **Part C of Schedule 2**.

The IAF Funded Enabling Infrastructure Project(s) Milestones and the Non-IAF Funded Enabling Infrastructure Project(s) Milestones are together known as the **Enabling Infrastructure Project(s) Milestones**.

**8. Updates to Enabling Infrastructure Project(s) Milestones**

The Enabling Infrastructure Project(s) Milestones in **Parts A and C of Schedule 2** (and as summarised above) are specified to the extent they are known at the date of this Agreement.

The parties have specified in **Parts A and/or C of Schedule 2** that the Enabling Infrastructure Project(s) Milestones will be added to or updated following the date of this Agreement by way of a Delivery Plan (which will be agreed and signed by the parties).

The Delivery Plan will set out the additions or updates to the relevant Enabling Infrastructure Project(s) Milestones (and any other updates required more generally to **Schedule 2**, for example, the relevant amount of IAF Funding to be paid against particular IAF Funded Enabling Infrastructure Project(s) Milestones), and will be deemed to replace the relevant sections of **Schedule 2** for the purposes of this Agreement.



The Recipient agrees to promptly engage with Kāinga Ora to agree and sign each required Delivery Plan as required by **Parts A** and/or **C of Schedule 2**.

### Funding for Enabling Infrastructure Project(s)

#### 9. Funding sources for Enabling Infrastructure Project(s)

The funding sources for the IAF Funded Enabling Infrastructure Project(s), based on the Estimated Total Cost of such IAF Funded Enabling Infrastructure Project(s), are summarised in the table below and are set out in further detail in **Items 10 - 15** below:

	Source of Funding	Referred to in this Agreement as	Who bears the ultimate cost	Amount	Cross reference
1.	Territorial Authority (not recovered from the Developer(s) and/or Landowner(s))	Territorial Authority Funding	The Recipient	\$2,137,045 plus GST (if any) as at the date of this Agreement	Refer to <b>Item 14</b> below
2.	Territorial Authority (to be recovered from Developer(s) and/or Landowners(s) via development contributions or an agreed development agreement or financial contributions) (if any)	Developer(s)/Landowner(s) Funding	The Developer(s) and/or Landowner(s)	\$11,944,168 plus GST (if any) as at the date of this Agreement	Refer to <b>Item 13</b> below
3.	Other targeted central Government funding sources (including Waka Kotahi, CIP and DIA Three Waters)	Other Funding	N/A	\$0 plus GST (if any) as at the date of this Agreement	Refer to <b>Item 15</b> below
4.	Kāinga Ora (paid as IAF Funding)	IAF Funding	The New Zealand Government	A maximum amount of \$5,700,000 plus GST (if any)	As further described in <b>Item 10</b> below

Table 9.1

The Estimated Total Cost of the IAF Funded Enabling Infrastructure Project(s) is \$19,781,214 plus GST (if any).

The Recipient must also pay the Funding Balance in accordance with **Item 14** below.

Wherever possible, the Recipient will apply all Known Co-Funding amounts, and any Other Funding amounts it has received, to the Costs of the IAF Funded Enabling Infrastructure Project(s) before it applies any IAF Funding amounts to Eligible Costs.

The expected funding sources for the Enabling Infrastructure Project(s) (not including the IAF Funded Enabling Infrastructure Project(s)), in aggregate, are set out in the table below:

	Source of Funding	Who bears the ultimate cost	Amount
1.	Territorial Authority (not recovered from the Developer(s) and/or Landowner(s))	The Recipient	\$852,160 plus GST (if any) as at the date of this Agreement
2.	Territorial Authority (to be recovered from Developer(s) and/or Landowners(s) via development contributions or an agreed development agreement or financial contributions) (if any)	The Developer(s) and/or Landowner(s)	\$5,965,120.50 plus GST (if any) as at the date of this Agreement

3.	Other funding sources	N/A	\$0 plus GST (if any) as at the date of this Agreement
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Table 9.2

**10. IAF Funding**

The total amount of IAF Funding available to be paid by Kāinga Ora under and on the terms of this Agreement is up to \$5,700,000 plus GST (if any). This is the **Maximum Amount Payable**.

The total amount of IAF Funding available to be paid by Kāinga Ora under and on the terms of this Agreement for each IAF Funded Enabling Infrastructure Project (the **EIP Maximum Amount Payable**) is set out below:

IAF Funded Enabling Infrastructure Project(s)	EIP Maximum Amount Payable
<b>Three Waters IAF Funded Enabling Infrastructure Project(s)</b>	\$4,455,814.50 plus GST (if any)
<b>Transport IAF Funded Enabling Infrastructure Project(s)</b>	\$1,244,185.50 plus GST (if any)

In this Agreement where IAF Funding is to be paid by Kāinga Ora under this Agreement, it may be paid directly by Kāinga Ora or its nominee (at Kāinga Ora’s sole discretion).

As at the date of this Agreement, the expected annual payment profile of IAF Funding is as follows:

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031 onward
<b>Amount (\$)</b>	\$0	\$2,091,831.58	\$1,299,800.00	\$1,674,484.80	\$633,883.62	\$0	\$0	\$0	\$0	\$0

Kāinga Ora will pay to the Recipient the IAF Funding to be applied to the Eligible Costs of the IAF Funded Enabling Infrastructure Project(s) in accordance with, and subject to, the terms of this Agreement, including, subject to:

- satisfaction of any conditions set out in **Item 18** below;
- completion of the relevant IAF Funded Enabling Infrastructure Project(s) Milestones, as set out in **Part A of Schedule 2**;
- satisfaction of the applicable Additional Project(s) Deliverables set out in **Part B of Schedule 2** for the relevant IAF Funded Enabling Infrastructure Project(s) Milestone; and
- a Payment Request to Kāinga Ora for payment of the IAF Funding amount for the relevant IAF Funded Enabling Infrastructure Project(s) Milestone, signed by the Chief Executive (or their authorised delegate), which must include the information set out in **Schedule 3**,

in each case, to Kāinga Ora’s satisfaction (acting reasonably).

**11. Development Confirmations**

The Recipient confirms, represents and warrants to Kāinga Ora that:

- **Enabling Infrastructure Project(s):** the Enabling Infrastructure Project(s) that require funding from the Recipient (including Territorial Authority Funding) are explicitly included in the Recipient’s current Long Term Plan as part of a key project/programme or otherwise, and the Funding Balance can be funded within a planned capital budget within its current Long Term Plan;
- **Recipient ineligible infrastructure:** it is responsible, and has access to funding, for the design, consenting, delivery and provision of ineligible infrastructure in relation to the

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Housing Development which is not Developer(s)/Landowner(s) Local Infrastructure, such as social infrastructure (e.g., libraries, parks and recreation facilities); and

- **Enabling Infrastructure Project Milestones Completion Dates:** the Enabling Infrastructure Project Milestones Completion Dates in **Schedule 2** (including as updated in accordance with **Item 8**) are consistent with the milestone completion dates applicable to the Housing Development (as set out in the Housing Outcomes Agreement(s)) so as to enable the Developer to deliver the total number of dwellings to be Completed (and in the years contemplated) as set out in the Housing Outcomes Agreement,

(together, the **Development Confirmations**, and each, a **Development Confirmation**).

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**12. Co-Funding Principles and Fair Share**

The Recipient acknowledges and commits to the co-funding principles of the IAF referred to below, so as to ensure that Developer(s)/Landowner(s) are paying their Fair Share (as defined below) of the costs of the Enabling Infrastructure Project(s) and that Long Term Plan funding is not displaced by IAF Funding.

The co-funding principles of the IAF are that:

- where possible, Developer(s)/Landowner(s) should be paying a similar share of the costs of the Enabling Infrastructure Project(s) as would be the case if the Enabling Infrastructure Project(s) were funded by traditional means through the Recipient (but recognising the Recipient’s ability to recover costs of the Enabling Infrastructure Project(s) from Developer(s)/Landowner(s) is subject to the requirements of the Local Government Act 2002 and applicable law). This is generally the reasonable “growth” portion of the total cost of the Enabling Infrastructure Project(s) (the **Fair Share**); and
- territorial authorities should not use IAF Funding to displace Long Term Plan funding and should be co-investing in the Enabling Infrastructure Project(s),

(together, the **Co-Funding Principles**).

The Recipient agrees that, under the Co-Funding Principles (but without limiting the above paragraph), Developer(s)/Landowners(s) should not pay any less of the share of the costs of the Enabling Infrastructure Project(s) than the amount they would otherwise pay if IAF Funding was not being provided to the Recipient to be applied to the Costs of the Enabling Infrastructure Project(s) under this Agreement (but recognising the Recipient’s ability to recover costs from Developer(s)/Landowners(s) is subject to the requirements of the Local Government Act 2002 and applicable law). In some cases, the Developer(s)/Landowner(s) contribution to the share of the costs of the Enabling Infrastructure Project(s) can be non-financial (eg. land or commitments to affordable housing), but any such contribution should be similar in value to the financial contribution that would otherwise have been paid.

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**13. Developer(s)/Landowner(s) Funding**

The Developer(s)/Landowner(s) funding is the funding amount set out in Table 9.1 of **Item 9** above and represents the Fair Share of the aggregate costs of the IAF Funded Enabling Infrastructure Project(s) (**Developer(s)/Landowner(s) Funding**).

The Recipient must recover the Developer(s)/Landowner(s) Funding.

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**14. Territorial Authority Funding, Known Co-Funding and Funding Balance**

Except in relation to IAF Funding paid under this Agreement for the IAF Funded Enabling Infrastructure Project(s), the Recipient is required to fund (and/or source funding for) all other Costs required to complete the Enabling Infrastructure Project(s) (including, for the avoidance of doubt, sourcing the funding amounts from the funding sources set out in Table 9.1 and Table 9.2 of **Item 9**).

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The Territorial Authority Funding and Developer(s)/Landowner(s) Funding are together known as the **Known Co-Funding**.

The Recipient acknowledges that the Territorial Authority Funding amounts set out in **Part A of Schedule 2** will be updated during the term of this Agreement (as required under **Part B of Schedule 2**).

The Recipient must apply the Territorial Authority Funding of \$2,137,045 plus GST (if any), to the Costs of the IAF Funded Enabling Infrastructure Project(s) in instalments in accordance with **Part A of Schedule 2** and must ensure this is committed or will be available in accordance with the relevant Development Confirmations.

If and to the extent the aggregate amount of IAF Funding paid under this Agreement, the Known Co-Funding and any Other Funding received by the Recipient is insufficient to pay all the actual Costs to complete the IAF Funded Enabling Infrastructure Project(s) in accordance with clause 3.4 of **Part 2** (General Terms), the Recipient must meet, as required from time to time, all Cost overruns or funding shortfalls to achieve Practical Completion of each IAF Funded Enabling Infrastructure Project (the **Funding Balance**). The Recipient is solely responsible for funding the Funding Balance and the Recipient acknowledges that Kāinga Ora has no obligations or responsibilities whatsoever in respect of Cost overruns or funding shortfalls. The Recipient is solely responsible for funding (and/or sourcing funding) all Costs required to achieve Practical Completion of all other Enabling Infrastructure Project(s), and the Recipient acknowledges that Kāinga Ora has no obligations or responsibilities whatsoever in respect of funding the Costs of all other Enabling Infrastructure Project(s).

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#### 15. Other Funding

The parties acknowledge that there is no Other Funding secured by the Recipient as at the date of this Agreement.

If and to the extent there is any other Crown funding secured by the Recipient for any Enabling Infrastructure Project following the date of this Agreement, the Recipient must apply this to the Costs of the relevant Enabling Infrastructure Project(s).

### General

#### 16. Reporting

##### **General reporting**

The Recipient must provide Kāinga Ora with:

- monthly reports by the 10<sup>th</sup> Business Day following the end of each month (excluding December);
- quarterly reports by the 10<sup>th</sup> Business Day following the end of each December, March, June and September prior to the End Date; and
- the total dwellings enabled report as soon as practicable (but in any event, within 10 Business Days) following completion of all of the Enabling Infrastructure Project(s).

Each **monthly report**, **quarterly report** and the **total dwellings enabled report** will be based on a standard form and must include the information set out in **Schedule 4**.

##### **Housing Outcomes reporting**

The Recipient must provide Kāinga Ora with the Housing Outcomes reports required to be provided by each of the Developer(s) and the Recipient as set out in the Housing Outcomes Agreement(s) (and in accordance with the requirements set out in the Housing Outcomes Agreement(s)).

**17. Head Contractors** Each Head Contractor for:

- the main contract works for each Enabling Infrastructure Project; and
- any other material component of the contract works for each Enabling Infrastructure Project,

must be approved by Kāinga Ora in its reasonable discretion as required in **Part B of Schedule 2**. Such Head Contractor(s) must be procured in accordance with clause 3.5(e) of **Part 2** (General Terms) (except as otherwise approved by Kāinga Ora (acting reasonably)).

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**18. Special Terms** **Private Developer Agreement**

The Recipient must enter into a private developer agreement with the Developer by no later than the Cut-Off Date, unless otherwise agreed by in writing Kāinga Ora.

For the purposes of this **Item 18**, the “**Cut-Off Date**” means the date falling four months from the date of this Agreement, or such later date arising prior to the date falling eight months from the date of this Agreement as may agreed between the Recipient and the Developer in accordance with the Housing Outcomes Agreement.

The Recipient must deliver a signed copy of the private developer agreement to Kāinga Ora within 10 Business Days of such agreement being signed by the Recipient and the Developer.

**Housing Outcomes**

Each party acknowledges that, as at the date of this Agreement, the Housing Outcomes Agreements in place collectively account for the total number of dwellings to be Completed, as specified **Item 4 of Part 1**.

**Procured Developer(s) Obligations**

In addition, and without prejudice, to the Recipient’s obligations under this Agreement (including with respect to the Procured Developer(s) Obligations as defined below), where applicable the Recipient must procure that the Developer(s) comply(ies) with the following obligations in **Part 2** (General Terms) of this Agreement (the **Procured Developer(s) Obligations**):

*Responsibilities in relation to the Enabling Infrastructure Project(s) and Milestones*

- clause 3.1;
- clause 3.3;
- clause 3.5;

*Responsibilities in relation to Construction Contracts*

- clauses 3.6 – 3.7;

*Obligations and rights relating to review meetings, Remediation Plans and Kāinga Ora Advisors*

- clauses 3.8 – 3.13;

*Responsibilities in relation to reporting and information*

- clauses 3.15 – 3.17;
-

*Insurance requirements*

- clauses 3.20 – 3.22;

*Responsibilities in relation to health and safety and Conflicts of Interest*

- clauses 3.23 – 3.24;

*Project governance requirements*

- clause 4; and

*Obligations and rights relating to media and communications*

- clause 9.

In respect of the above Procured Developer(s) Obligations, all references to “the Recipient” are instead references to “the Recipient and/or the Developer(s) (as applicable)”.

The Recipient shall be responsible and liable for all acts and omissions of any Developer(s) in relation to the Procured Developer Obligations as fully as if they were the acts and omissions of the Recipient (including for the purposes of clause 5.2 of **Part 2** (General Terms)).

If reasonably requested by Kāinga Ora, the Recipient must provide evidence to Kāinga Ora that it has the ability and/or right(s) to procure, and/or has procured, the Developer’s compliance with the Procured Developer(s) Obligations (for example, as recorded in a development agreement between the Recipient and the Developer(s)).

**Procured Developer(s) Obligations – Contractor and Subcontractor**

Kāinga Ora and the Recipient acknowledge and agree that as at the date of this Agreement, the Developer(s)/Landowner(s) shall each be deemed to constitute a contractor and subcontractor for the purposes of this Agreement and all provisions applicable to contractors and subcontractors in this Agreement shall therefore apply.

**Procured Developer(s) Obligations – Joint Governance**

The Recipient acknowledges that, as at the date of this Agreement, the Developer(s) will lead and/or manage the delivery of the Enabling Infrastructure Project(s) (to some extent) and as such, the Recipient agrees that, to encourage consistent and open communication between the Recipient, the Developer(s) and Kāinga Ora in relation to the Enabling Infrastructure Project(s), it will:

- provide reasonable notice to Kāinga Ora of all management group meetings and governance group meetings that the Recipient has with the Developer(s) in relation to the Enabling Infrastructure Project(s);
  - at Kāinga Ora’s request, provide copies of all documents and notices to be tabled at the management group meetings and governance group meetings with the Developer(s) in relation to the Enabling Infrastructure Project(s) to Kāinga Ora no later than three (3) Business Days prior to the meetings, and the minutes of those meetings within a reasonable period after each meeting; and
  - accept and enable Kāinga Ora to appoint an observer who, the Recipient agrees, will be entitled to attend and speak at all management group meetings and governance group meetings that the Recipient has with the Developer(s) (but who will not be
-

entitled to vote on any matter at those meetings).

#### **Procured Developer(s) Obligations – Head Contractor**

**Item 17** of **Part 1** (Key Terms) is deleted entirely and replaced with the following:

*The Recipient must ensure that each contractor for the main contract works and any other material component of the contract works for each Enabling Infrastructure Project (each, a **Head Contractor**) to be engaged by the Developer(s) and/or the Recipient is:*

- *approved by Kāinga Ora in its reasonable discretion as required in **Part B** of **Schedule 2** prior to the Developer(s) and/or the Recipient entering into any contract with each Head Contractor; and*
- *procured by the Developer(s) and/or the Recipient in accordance with 3.5(e) of **Part 2** (General Terms) (except as otherwise approved by Kāinga Ora (acting reasonably)).*

#### **Procured Developer(s) Obligations – Variations to Definitions**

The definition of “Conflict of Interest” in **Part 3** (Definitions and Interpretation) is deleted entirely and replaced with the following:

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

- (a) conflicts with:*
  - i. the obligations of the Recipient (or its personnel or contractors) to Kāinga Ora under this Agreement; or*
  - ii. the interests of the Recipient in relation to this Agreement and/or the procuring of the Enabling Infrastructure Project(s); or*
- (b) otherwise impairs or might appear to impair the ability of the Recipient (or any of its personnel or contractors, including the Developer(s)) to diligently and independently carry out the Enabling Infrastructure Project(s) in accordance with this Agreement.*

The definition of “Construction Contract” in **Part 3** (Definitions and Interpretation) is deleted entirely and replaced with the following:

*Construction Contract means each construction contract between the Recipient and/or a Developer and a construction contractor relating to works to be carried out for the Enabling Infrastructure Project(s) and all the plans, specifications, drawings, details and information forming part of or which are required to be prepared and provided in accordance with, or which are referred to or contemplated by the relevant contract or otherwise required to complete the Enabling Infrastructure Project(s).*

#### **Procured Developer(s) Obligations – Confidentiality**

The Recipient must procure that the Developer(s) will hold in confidence and not disclose any confidential information of Kāinga Ora received pursuant, or in any way relating, to this Agreement (including any Confidential Information of Kāinga Ora obtained or held by the Recipient under this Agreement) without the prior written consent of Kāinga Ora.

**Procured Developer(s) Obligations – Survival**

Clause 5.5 of **Part 2** (General Terms) is deleted entirely and replaced with the following:

*Clauses 1.4, 3.4, 3.5, 3.9, 3.14, 3.16, 3.17 and 5 to 12 survive expiry or termination of this Agreement, along with any other parts of this Agreement necessary to give effect to those provisions (including Item 18 of **Part 1** (Key Details) to the extent that the foregoing clauses referred to in this clause 5.5 are also Procured Developer(s) Obligations). Without limiting the foregoing, expiry or termination of this Agreement does not affect any accrued rights, including any rights in respect of a breach of this Agreement or Termination Event that occurred before expiry or termination.*

**19. Contents**

The contents of this Agreement are set out below:

<b>Part 1</b>	Key Details	<b>Schedule 1</b>	Housing Development(s) and Enabling Infrastructure Project(s)
<b>Part 2</b>	General Terms	<b>Schedule 2</b>	Enabling Infrastructure Project(s) Milestones
<b>Part 3</b>	Definitions and Interpretation	<b>Schedule 3</b>	Payment Request
		<b>Schedule 4</b>	Reporting
		<b>Schedule 5</b>	Dwellings to be Completed over each year

**20. Contact Person**

Kāinga Ora’s Contact Person:

Name: Suresh Ram

Email: Suresh.Ram@kaingaora.govt.nz

Recipient’s Contact Person:

Name: Kelly LaValley

Email: [kelly.lavalley@wmk.govt.nz](mailto:kelly.lavalley@wmk.govt.nz)

**21. Address for Notices**

To Kāinga Ora – Homes and Communities

7 Waterloo Quay, Pipitea, Wellington

Attention: IAF Project Team

Email: IAF@kaingaora.govt.nz

To the Recipient:

Waimakariri District Council

215 High Street, Rangiora

Attention: Kelly LaValley

Email: [kelly.lavalley@wmk.govt.nz](mailto:kelly.lavalley@wmk.govt.nz)



**SIGNED** for and on behalf of  
**KĀINGA ORA – HOMES AND COMMUNITIES**  
by the person named below, being the person  
duly authorised to enter into obligations on  
behalf of **KĀINGA ORA – HOMES AND**  
**COMMUNITIES**, acting on behalf of the Crown:



Name: Caroline McDowall

Position: General Manager Commercial

Date: 11 October 2022

**SIGNED** for and on behalf of **WAIMAKARIRI DISTRICT COUNCIL** by the persons named below, being the persons duly authorised to enter into obligations on behalf of **WAIMAKARIRI DISTRICT COUNCIL**:



Name: Jeff Millward

Position: Acting Chief Executive

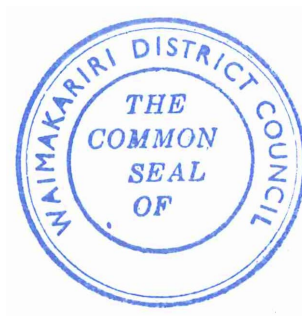
Date: 22 September 2022



Name: Sarah Nichols

Position: Governance Manager

Date: 22 September 2022



**END OF PART 1**

## PART 2: GENERAL TERMS

### 1. FUNDING

#### Payment Milestones

1.1. In relation to each IAF Funded Enabling Infrastructure Project, each Maximum IAF Funding Payment Milestone amount in **Part A of Schedule 2** represents the maximum payment to be made by Kāinga Ora to the Recipient to be applied to the Eligible Costs for completion of the applicable IAF Funded Enabling Infrastructure Project(s) Milestone. In the event that, in respect of an IAF Funded Enabling Infrastructure Project, the Recipient's Eligible Costs for completion of an IAF Funded Enabling Infrastructure Project(s) Milestone (less the applicable Known Co-Funding and Other Funding contributions that have been applied against those Eligible Costs in accordance with this Agreement) are:

- (a) more than the Maximum IAF Funding Payment Milestone amount in **Part A of Schedule 2** for that IAF Funded Enabling Infrastructure Project(s) Milestone, Kāinga Ora and the Recipient may from time to time agree (such agreement not to be unreasonably withheld by Kāinga Ora) that such excess costs may be carried forward to be claimed against the next IAF Funded Enabling Infrastructure Project(s) Milestone for that IAF Funded Enabling Infrastructure Project (subject always to the Maximum IAF Funding Payment amount relating to that next IAF Funded Enabling Infrastructure Project(s) Milestone); or
- (b) less than the Maximum IAF Funding Payment Milestone amount for that IAF Funded Enabling Infrastructure Project(s) Milestone:
  - i. Kāinga Ora and the Recipient may from time to time agree (such agreement not to be unreasonably withheld by Kāinga Ora) that the amount of IAF Funding payable by Kāinga Ora towards Eligible Costs in respect of the next IAF Funded Enabling Infrastructure Project(s) Milestone for that IAF Funded Enabling Infrastructure Project may be increased by the amount of the difference and the Maximum IAF Funding Payment Milestone amount for that IAF Funded Enabling Infrastructure Project(s) Milestone will be increased accordingly (provided that in each case above, the total amount of IAF Funding for each IAF Funded Enabling Infrastructure Project is in no circumstances to exceed the EIP Maximum Amount Payable for that IAF Funded Enabling Infrastructure Project); and/or
  - ii. Kāinga Ora and the Recipient may from time to time agree (such agreement not to be unreasonably withheld by Kāinga Ora) that any IAF Funded Enabling Infrastructure Project(s) Milestone for any other IAF Funded Enabling Infrastructure Project(s) may be increased by the amount of the difference and the Maximum IAF Funding Payment Milestone amount for that other IAF Funded Enabling Infrastructure Project(s) Milestone will be increased accordingly provided that before providing its agreement, Kāinga Ora must be satisfied that the requirements of clause 1.2 of this Part 2 (General Terms) are met (provided that in no circumstances will the total amount of IAF Funding for all IAF Funded Enabling Infrastructure Project(s) exceed the Maximum Amount Payable).

1.2. The requirements referred to in clause 1.1(b)ii above are as follows:

- (a) the Recipient's Eligible Costs for completion of the relevant other IAF Funded Enabling Infrastructure Project(s) Milestone for the other IAF Funded Enabling Infrastructure Project(s) are more than the Maximum IAF Funding Payment Milestone amount for that other IAF Funded Enabling Infrastructure Project(s) Milestone, and this is not a result of a change in project scope; and
- (b) Kāinga Ora is satisfied that, in respect of both the IAF Funded Enabling Infrastructure Project(s) referred to in clause 1.1 above and the other IAF Funded Enabling Infrastructure Project(s) referred to in clause 1.1(b)(ii) above, the project scope has not changed; and
- (c) Kāinga Ora is satisfied that the "amount of the difference" referred to in clause 1.1(b)(ii) above is not a result of a change in project scope and is instead a result of genuine cost savings.

1.3. Kāinga Ora will pay each amount of IAF Funding in respect of a Payment Request to the Recipient, subject to the terms of this Agreement.

1.4. Kāinga Ora is not required to pay any amount of IAF Funding in respect of a Payment Request:

- (a) if any of the requirements in **Item 10 of Part 1** (Key Details) are not satisfied;
- (b) if any condition set out in **Item 18 of Part 1** (Key Details) is not satisfied;
- (c) while there are one or more Termination Event(s) subsisting;
- (d) if this Agreement has expired or been terminated; and/or
- (e) if IAF Funding has been suspended under clause 1.6.

1.5. Subject to the terms of this Agreement, Kāinga Ora will pay each valid Payment Request by no later than 20 Business Days after the date the valid Payment Request is received by Kāinga Ora.

#### IAF Funding suspension

1.6. Kāinga Ora may suspend all IAF Funding for all IAF Funded Enabling Infrastructure Project(s) immediately where:

- (a) the Recipient has failed to meet an Enabling Infrastructure Project(s) Milestone for any Enabling Infrastructure Project by the applicable Completion Date set out in **Part A or Part C of Schedule 2** (as may be amended in accordance with clause 3.26 or as may be updated from time to time if required under **Item 8 of Part 1** (Key Details)) and such failure has not been remedied within a period which Kāinga Ora believes is reasonable;
- (b) the Cost to Complete Test is not met, or in Kāinga Ora's reasonable opinion, is unlikely to be met, in respect of any Enabling Infrastructure Project; and/or
- (c) there has been a material change to the scope of an Enabling Infrastructure Project which has not been consented to by Kāinga Ora pursuant to clause 3.1.

1.7. Kāinga Ora will resume payments of IAF Funding following any suspension pursuant to clause 1.6 on Kāinga Ora being satisfied that the relevant event or circumstance leading to suspension

pursuant to clause 1.6 has been remedied to its satisfaction (and subject to this Agreement not having been terminated in accordance with clause 5.2).

## 2. KNOWN CO-FUNDING AND NOTIFICATIONS

### 2.1. The Recipient must:

- (a) ensure that during the term of this Agreement the Known Co-Funding:
  - i. is and remains committed and available to the Recipient to be applied towards the IAF Funded Enabling Infrastructure Project(s); and
  - ii. is, and that any Other Funding amounts it has received are, applied to Costs;
- (b) immediately notify Kāinga Ora if it becomes aware of any circumstances that may result in the Known Co-Funding (or any part of the Known Co-Funding), or any Other Funding amounts (or any part of the Other Funding amounts) not being paid to the Recipient to be applied towards the relevant IAF Funded Enabling Infrastructure Project(s); and
- (c) immediately notify Kāinga Ora if it becomes aware of any circumstances that may result in the Recipient failing to:
  - i. recover any Developer(s)/Landowner(s) Funding from Developer(s) and/or Landowner(s) as required under **Item 13 of Part 1** (Key Details); or
  - ii. confirm and procure any Other Funding, as required under **Item 15 of Part 1** (Key Details) (if applicable).

## 3. RECIPIENT'S RESPONSIBILITIES

### The Project

- 3.1. The Recipient must undertake the Enabling Infrastructure Project(s) as described in this Agreement and will not make any material reduction to the scope of any Enabling Infrastructure Project(s) without Kāinga Ora's prior written consent, or make any material increase to the scope of any Enabling Infrastructure Project(s) without first satisfying Kāinga Ora that the Recipient can fund or finance such additional scope.
- 3.2. The Recipient confirms that the IAF Funding supports the Enabling Infrastructure Project(s) proceeding in the timeframes contemplated in this Agreement.
- 3.3. The Recipient will take all reasonable steps to ensure that the Enabling Infrastructure Project(s) Milestones are completed by the relevant Completion Date specified in **Part A** and **Part C** of **Schedule 2** (as may be amended in accordance with clause 3.26 or as may be updated from time to time if required under **Item 8 of Part 1** (Key Details)).
- 3.4. The Recipient undertakes to:
  - (a) apply the Known Co-Funding and Other Funding (if any) towards Costs and pay any and all Cost overruns of each IAF Funded Enabling Infrastructure Project and any funding shortfall by way of the Funding Balance, and acknowledges that neither Kāinga Ora nor any Crown Office has any obligations or responsibility whatsoever in respect of:
    - i. such Known Co-Funding, the Other Funding (if any), the Developer(s)/Landowner(s) Funding and any Cost overruns or funding shortfalls; or

- ii. the Costs of the Enabling Infrastructure Project(s) (except for the IAF Funded Enabling Infrastructure Project(s)); and

- (b) recover the Developer(s)/Landowner(s) Funding from Developer(s) and/or Landowner(s) as required under **Item 13 of Part 1** (Key Details).

### 3.5. The Recipient must ensure that each Enabling Infrastructure Project is carried out:

- (a) in compliance with all applicable laws, regulations, consents, authorisations, rules and professional codes of conduct or practice, including all health and safety and employment and labour laws (including to ensure no migrant exploitation occurs), and ensure the Recipient's contractors and subcontractors are required to do the same;
- (b) promptly with due diligence, care and skill, and in a manner that meets Best Industry Practice;
- (c) in a manner consistent with the information set out or referred to in the Updated Proposal;
- (d) by appropriately trained, qualified, experienced and supervised persons;
- (e) by running an open arm's length procurement process pursuant to which contracts for material components of the Enabling Infrastructure Project will be awarded to suppliers in accordance with good industry practice for procurement practices and guidelines that apply to the public sector, and the Recipient must provide evidence that it has complied with this obligation if requested by Kāinga Ora;
- (f) in a manner that takes into account the Construction Sector Accord's principles and guidelines; and
- (g) using reasonable endeavours to obtain any necessary resource consents for the Enabling Infrastructure Project in accordance with the COVID-19 Recovery (Fast-track Consenting) Act 2020, where such process is reasonably expected by the Recipient to accelerate the obtaining of such resource consents for the Enabling Infrastructure Project.

### Construction Contracts

### 3.6. The Recipient must, in respect of each Construction Contract with a Head Contractor:

- (a) not, except with the prior written consent of Kāinga Ora:
  - i. accept any early termination of, or exercise any right to rescind, cancel or terminate, the Construction Contract;
  - ii. do or omit to do any act or thing which would entitle the counterparty to either terminate or regard the Construction Contract as terminated;
  - iii. waive or agree to waive any provisions of the Construction Contract;
  - iv. subject to clause 3.1, make or agree to make any material variation to the Construction Contract, where **material variation** means any variation which on its own or together with any other variation or variations results in, or is likely to result in the Budget (taking into account all variations) being exceeded or an Enabling Infrastructure Project being materially delayed, or any

variation that amends the scope, specifications or function of an Enabling Infrastructure Project; or

- v. dismiss or change a party to the Construction Contract; and

- (b) take such action and institute and maintain all such proceedings as may be necessary or expedient to preserve or protect the interests of the Recipient in or under the Construction Contract.

3.7. The Recipient must:

- (a) inform Kāinga Ora as soon as it becomes aware of:
  - i. any delays to any Enabling Infrastructure Project or the Housing Development; or
  - ii. any proposal to vary the nature, scope, quality, design or sequence of any Enabling Infrastructure Project or the cost of or time for performance under any Construction Contract or any related contract (including any proposal to accelerate, terminate or make any claim thereunder); and
- (b) not undertake any development of the relevant land in relation to the Enabling Infrastructure Project(s) other than the Enabling Infrastructure Project(s) (as contemplated by any Construction Contract, plans and Budget relevant to that Enabling Infrastructure Project and as approved by Kāinga Ora), the Housing Development, any Developer(s)/Landowner(s) Local Infrastructure and any Recipient ineligible infrastructure referred to in **Item 11 of Part 1** (Key Details).

**Review meetings**

3.8. If reasonably requested by Kāinga Ora, the Recipient must meet with Kāinga Ora to review and discuss:

- (a) progress on delivery of each Enabling Infrastructure Project and Enabling Infrastructure Project(s) Milestone, including all matters contained in the most recent monthly and quarterly reports, and progress on the Housing Development;
- (b) any material risks and/or issues arising or expected to arise in relation to each Enabling Infrastructure Project or any of the Enabling Infrastructure Project(s) Milestones and/or the Housing Development, the Costs or the performance of this Agreement, including detail of any issues notified to Kāinga Ora in accordance with clause 2.1(b), clause 2.1(c) or clause 3.16(b) of **Part 2** (General Terms);
- (c) the Recipient's compliance with its obligations under this Agreement (including compliance with any Remediation Plan (as defined in clause 3.9)) and/or the Housing Outcomes Agreement;
- (d) any other matter reasonably requested by Kāinga Ora; and
- (e) how the Recipient and Kāinga Ora can work together to ensure that any risks or issues are appropriately managed.

**Remediation Plan**

3.9. If, at any time, Kāinga Ora considers (acting reasonably) that:

- (a) there is any material risk and/or issue arising or expected to arise in relation to any Enabling Infrastructure Project or any Enabling Infrastructure Project(s) Milestones and/or the Housing Development, the Costs or the performance of this

Agreement, including any issues notified to Kāinga Ora in accordance with clause 2.1(b), clause 2.1(c) or clause 3.16(b) of **Part 2** (General Terms); or

- (b) the Recipient has not complied with an obligation under this Agreement,

then Kāinga Ora may at its sole discretion require the Recipient to prepare a remediation plan setting out the actions that the Recipient will take to respond to and address the relevant risk, issue or non-compliance, and timeframes for those actions (**Remediation Plan**).

- 3.10. The Recipient must provide Kāinga Ora with a draft Remediation Plan within such period as notified by Kāinga Ora (which period may not be shorter than 10 Business Days from the date on which the Remediation Plan was requested) and must meet with Kāinga Ora to discuss and agree the Remediation Plan.

- 3.11. If the Recipient and Kāinga Ora are not able to agree the Remediation Plan within 15 Business Days of receipt by Kāinga Ora of the draft Remediation Plan, then Kāinga Ora may (acting reasonably and having regard to any matters raised by the Recipient) determine the content of the Remediation Plan and provide that Remediation Plan to the Recipient.

- 3.12. The Recipient must comply with the terms of any Remediation Plan agreed with, or determined by, Kāinga Ora.

**Kāinga Ora advisor**

- 3.13. At any time while a Remediation Plan is in effect the Recipient will, if requested by Kāinga Ora (acting reasonably), appoint and maintain the appointment of any consultants or experts notified by Kāinga Ora (**Kāinga Ora Advisor**) for such period as required by Kāinga Ora, on the following terms:

- (a) the Kāinga Ora Advisor will report to Kāinga Ora monthly (or at such other intervals as Kāinga Ora may require) on each Enabling Infrastructure Project, Enabling Infrastructure Project(s) Milestone, the Housing Development, the Costs, any risks or issues, and compliance by the Recipient with the Remediation Plan;
- (b) the Recipient will do everything reasonably within its power to cooperate with the Kāinga Ora Advisor and will (subject to the Recipient being satisfied that the Kāinga Ora Advisor is subject to an appropriate confidentiality agreement in favour of the Recipient but having regard to, and without limiting, the reporting obligations to Kāinga Ora set out above) provide to the Kāinga Ora Advisor its full cooperation, including (but not limited to):
  - i. access to senior management of the Recipient;
  - ii. access to the Recipient's advisors, consultants and contractors in relation to each Enabling Infrastructure Project and/or the Housing Development; and
  - iii. access to copies of all information the Kāinga Ora Advisor requires in order to provide its reporting to Kāinga Ora set out above; and

the Recipient will be liable for the reasonable costs of the Kāinga Ora Advisor.

#### Reporting and information

- 3.14. The Recipient will provide Kāinga Ora with the reports specified in **Item 16 of Part 1 (Key Details)**, in accordance with the timeframes and reporting requirements set out in **Item 16 of Part 1 (Key Details)** and **Schedule 4**.
- 3.15. The Recipient will provide Kāinga Ora with any other information about the Enabling Infrastructure Project(s) or the Housing Development reasonably requested by Kāinga Ora within the timeframe set out in the request.
- 3.16. The Recipient will promptly notify Kāinga Ora if:
- (a) the Recipient (or any of its personnel or contractors) becomes aware of, or subject to, a Conflict of Interest; or
  - (b) the Recipient becomes aware of any matter that could reasonably be expected to have an adverse effect on an Enabling Infrastructure Project, the Housing Development, the Housing Outcomes or result in a Termination Event or a breach of any term of this Agreement by the Recipient or a breach of any term of a Housing Outcomes Agreement(s) by the Recipient or a Developer(s).
- 3.17. The Recipient will not at any time do anything in connection with the Enabling Infrastructure Project(s) or the Housing Development that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of Kāinga Ora or any Crown Office. The Recipient will keep Kāinga Ora informed of any matter known to the Recipient which could reasonably be expected to have such an effect.

#### Management of IAF Funding, records and auditors

- 3.18. The Recipient will receive and manage all IAF Funding in accordance with good financial management and accounting practices and to a high standard that demonstrates appropriate use of public funds.
- 3.19. The Recipient must keep full and accurate records (including invoices and accounting records) of the Enabling Infrastructure Project(s), and retain them for at least 7 years after the last payment of IAF Funding under this Agreement. The Recipient must permit Kāinga Ora (or any auditor nominated by Kāinga Ora) to inspect all records (including financial and project records) relating to the IAF Funded Enabling Infrastructure Project(s), and will allow Kāinga Ora and/or the auditor access to the Recipient's premises, systems and personnel for the purposes of this inspection.

#### Insurance

- 3.20. The Recipient must, in accordance with Best Industry Practice in respect of any construction activities and infrastructure assets, effect and maintain insurance that is adequate to cover loss or damage relating to the construction works and Enabling Infrastructure Project(s) infrastructure assets. The Recipient will, on request, provide Kāinga Ora with evidence of its insurance cover required under this clause.
- 3.21. The Recipient must promptly pay when due all premiums and other amounts and do all other things necessary to maintain the insurances, and not do anything or permit anything to be done, or not done, which would prejudice any of the insurances required by this Agreement or any claims thereunder.
- 3.22. The Recipient must apply all claim proceeds to the extent that the proceeds are in respect of the Enabling Infrastructure Project(s) (including while it is under construction) at all times to reinstate the relevant asset, unless otherwise approved by Kāinga Ora.

#### Health and Safety and Conflicts of Interest

- 3.23. Without limiting its other obligations under this Agreement, the Recipient will:
- (a) perform its, and ensure that the Recipient's contractors and any subcontractors perform their, obligations in carrying out any works in relation to the Enabling Infrastructure Project(s) in compliance with its and their obligations under the Health and Safety at Work Act 2015;
  - (b) on request by Kāinga Ora, provide copies of its and its contractors' health and safety management plans applicable to the Enabling Infrastructure Project(s) for review; and
  - (c) report any health and safety injury, or any notice issued under the Health and Safety at Work Act 2015, to Kāinga Ora to the extent that it relates to, or affects, this Agreement or the Enabling Infrastructure Project(s).
- 3.24. The Recipient must address any potential or actual Conflict of Interest in relation to itself or its personnel or contractors in accordance with Best Industry Practice or, where required by Kāinga Ora, to Kāinga Ora's satisfaction.

#### Project assets

- 3.25. The Recipient must not assign, transfer, sell or dispose of the Enabling Infrastructure Project(s) assets during the term of this Agreement except other than as required or mandated by law (or as vested or otherwise transferred by operation of law). If and to the extent the Recipient assigns, transfers, sells or disposes of the Enabling Infrastructure Project(s) assets in breach of this clause, Kāinga Ora may recover IAF Funding in accordance with clause 5.4(e).

#### Enabling Infrastructure Project(s) Milestone Completion Dates

- 3.26. The Recipient may request an extension of time to a Completion Date for an Enabling Infrastructure Project(s) Milestone specified in **Part A or Part C of Schedule 2** for an Enabling Infrastructure Project, provided (in relation to any Construction Works Funding Milestone(s) or the Practical Completion Funding Milestone for that Enabling Infrastructure Project) such extension of time request is supported by, and is not for a period that extends beyond, the date specified in a valid and approved extension of time claim certified by the Engineer to Contract for the relevant Enabling Infrastructure Project(s) Milestone under the relevant Construction Contract. Kāinga Ora shall not unreasonably withhold such extension of time request that satisfies the requirements of this clause.

#### 4. PROJECT GOVERNANCE

- 4.1. The Recipient will:
- (a) provide reasonable notice to Kāinga Ora of all management group meetings and governance group meetings for the Enabling Infrastructure Project(s); and
  - (b) at Kāinga Ora's request, provide copies of all documents and notices to be tabled at the management group meetings and governance group meetings for the Enabling Infrastructure Project(s) to Kāinga Ora no later than 5 Business Days prior to the meetings, and the minutes of those meetings within a reasonable period after each meeting.
- 4.2. Kāinga Ora may at any time appoint observers who will be entitled to attend and speak at all management group meetings and governance group meetings for the Enabling Infrastructure

Project(s) (but will not be entitled to vote on any matter at those meetings).

Office, or is involved in any material misrepresentation or any fraud.

## 5. TERM AND TERMINATION

### Commencement Date

- 5.1. This Agreement will be effective on and from the Commencement Date and will remain in force until the End Date, unless terminated in accordance with this Agreement.

### Termination

- 5.2. Kāinga Ora can terminate this Agreement in full or part with immediate effect, by giving notice to the Recipient, at any time:
- (a) where a Crown Manager or Commissioner is appointed in respect of the Recipient under Part 10 of the Local Government Act 2002;
  - (b) where the Recipient fails to meet an Enabling Infrastructure Project(s) Milestone by the applicable Completion Date set out in **Part A** or **Part C** of **Schedule 2**, and such failure has not been remedied within a period which Kāinga Ora believes is reasonable;
  - (c) while any one or more of the following events or circumstances remains unremedied:
    - i. the Recipient is materially in breach of any obligation or commitment, or a condition or warranty, under this Agreement;
    - ii. the Recipient is in breach of any material obligation or commitment, or a material condition or warranty, under this Agreement;
    - iii. the Recipient abandons an Enabling Infrastructure Project(s) or fails to pay its contractors or other suppliers to the Enabling Infrastructure Project(s) as and when due;
    - iv. the Recipient fails to contribute or procure (as applicable) the Known Co-Funding, the Other Funding (or, in the case of Developer(s)/Landowner(s) Funding, fails to ensure the Developer(s)/Landowner(s) Funding is directly expended on the Costs of the IAF Funded Enabling Infrastructure Project(s)) or meet any Enabling Infrastructure Project(s) Cost overruns or funding shortfalls for such Enabling Infrastructure Project(s);
    - v. the Recipient fails to contribute or procure funding or meet the Costs of any Enabling Infrastructure Project(s) (except for the IAF Funded Enabling Infrastructure Project(s));
    - vi. the Recipient has provided Kāinga Ora with information in connection with or under this Agreement that (whether intentionally or not) is materially incorrect or misleading, and/or omits material information;
    - vii. Kāinga Ora reasonably considers that this Agreement and/or any Enabling Infrastructure Project has caused, or may cause, Kāinga Ora and/or any Crown Office to breach any legal obligations (including its international trade obligations); and/or
    - viii. the Recipient is involved in any intentional or reckless conduct which, in the opinion of Kāinga Ora, has damaged or could damage the reputation, good standing or goodwill of Kāinga Ora and/or any Crown

- 5.3. However, where Kāinga Ora considers that a Termination Event set out in clause 5.2(c) can be remedied, Kāinga Ora will give notice to the Recipient requesting a remedy, and will not exercise its right of termination unless the relevant event remains unremedied for at least 14 days (or any longer period agreed with the Recipient) after that notice has been provided by Kāinga Ora.

- 5.4. Kāinga Ora may recover IAF Funding from the Recipient as follows:

- (a) **Misspent Funding:** At any time Kāinga Ora may recover the amount of any IAF Funding that has not been applied to Eligible Costs, together with interest on all such amounts calculated at 10% per annum from the date of the mispending to the date the money is repaid.
- (b) **Known Co-Funding not applied to Costs:** If at any time the Known Co-Funding has not been applied to the Costs of the relevant IAF Funded Enabling Infrastructure Project(s), Kāinga Ora may recover an amount that represents the amount of Known Co-Funding that has not been so applied, and may set off such amounts against any IAF Funding payable to the Recipient.
- (c) **Other Funding (if any) not applied to Costs:** If at any time any Other Funding received by the Recipient has not been applied to the Costs of the relevant IAF Funded Enabling Infrastructure Project(s), Kāinga Ora may recover an amount that represents the amount of Other Funding that has not been so received and applied, and may set off such amounts against any IAF Funding payable to the Recipient.
- (d) **Excess Funding:** If at any time the total IAF Funding paid under this Agreement and any other funding received by or provided by (as applicable) the Recipient to achieve Practical Completion in respect of an IAF Funded Enabling Infrastructure Project(s) exceeds the funding required to perform and deliver that IAF Funded Enabling Infrastructure Project(s), the Recipient must upon request refund to Kāinga Ora the excess amount.
- (e) **Asset transfer:** If at any time the Recipient assigns, transfers, sells or disposes of the Enabling Infrastructure Project(s) assets in breach of clause 3.25 then Kāinga Ora may recover the amount of IAF Funding paid under this Agreement to the extent it relates to such Enabling Infrastructure Project(s) assets.

### Survival

- 5.5. Clauses 1.4, 3.4, 3.5, 3.9, 3.14, 3.16, 3.17 and 5 to 12 survive expiry or termination of this Agreement, along with any other parts of this Agreement necessary to give effect to those provisions. Without limiting the foregoing, expiry or termination of this Agreement does not affect any accrued rights, including any rights in respect of a breach of this Agreement or Termination Event that occurred before expiry or termination.

## 6. WARRANTIES

- 6.1. The Recipient warrants that, as at the date of this Agreement:
- (a) it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with its terms; and
  - (b) all information and representations disclosed or made to Kāinga Ora by the Recipient in connection with this Agreement are true and correct, do not omit any material

matter, and are not likely to mislead or deceive Kāinga Ora as to any material matter.

- 6.2. The Recipient acknowledges that Kāinga Ora has entered into this Agreement in reliance on these warranties.
- 6.3. Kāinga Ora warrants that, as at the date of this Agreement, it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with its terms.
- 6.4. The Recipient acknowledges that Kāinga Ora has made no warranty or representation that any funding or financial support is or will be available to the Recipient in respect of the Enabling Infrastructure Project(s), other than the IAF Funding in accordance with this Agreement for the IAF Funded Enabling Infrastructure Project(s).

## 7. LIABILITY

- 7.1. Kāinga Ora has no liability under or in connection with this Agreement and the Housing Outcomes Agreement(s), whether arising in contract, tort (including negligence) or otherwise, other than the obligation to pay, the IAF Funding due and payable to the Funding Recipient under this Agreement, capped at the Maximum Amount Payable.

## 8. CONFIDENTIALITY

- 8.1. Subject to clauses 8.2 and 8.3, each party will keep the other party's Confidential Information in confidence, and will use or disclose that Confidential Information only to the extent necessary to perform its obligations, and/or take the intended benefit of its rights, under this Agreement. However, this will not prohibit:
- (a) either party from using or disclosing any information with the written prior consent of the other party;
  - (b) use or disclosure of information that has become generally known to the public other than through a breach of this Agreement;
  - (c) disclosure required by any law, or any compulsory order or requirement issued pursuant to any law; or
  - (d) Kāinga Ora from using or disclosing to any third party any information, document, report or other material, provided that prior to any such disclosure Kāinga Ora removes all information that is commercially sensitive to the Recipient from the relevant work.
- 8.2. The Recipient acknowledges and agrees that nothing in this Agreement restricts Kāinga Ora's ability to:
- (a) discuss with, and provide all information in respect of, any matters concerning the Recipient, the Enabling Infrastructure Project(s), the Housing Development, the Housing Outcomes, the Housing Outcomes Agreement or this Agreement to, any Crown Office or any of their respective advisors;
  - (b) meet its obligations under any constitutional or parliamentary convention (or other obligation at law) of or in relation to the New Zealand Parliament, the New Zealand House of Representatives or any of its Committees, any Minister of the Crown, or the New Zealand Auditor-General, including any obligations under the Cabinet Manual including the "no surprises" principle; and
  - (c) publicise and report on the awarding of the IAF Funding, including the Recipient's and any of its subcontractor's names, the amount and duration of the IAF Funding and a brief description of the Enabling Infrastructure Project(s), on

websites; in media releases; general announcements and annual reports.

- 8.3. The Recipient acknowledges that:

- (a) the contents of this Agreement; and
- (b) information provided to Kāinga Ora,

may be official information in terms of the Official Information Act 1982 and, in line with the purpose and principles of the Official Information Act 1982, this Agreement and such information may be released to the public unless there is good reason, in terms of the Official Information Act 1982, to withhold it. This may include a copy of the Agreement (redacted to remove confidential and commercially sensitive information) being published on Kāinga Ora's website.

- 8.4. Kāinga Ora acknowledges that the Recipient is subject to the Local Government Official Information and Meetings Act 1987 and that its confidentiality obligations under this clause are subject to its compliance with that Act. The Recipient must notify Kāinga Ora if it receives any request for Confidential Information pursuant to the Local Government Official Information and Meetings Act 1987 prior to any disclosure of Confidential Information.

## 9. MEDIA AND COMMUNICATIONS

- 9.1. Before making any media statements or press releases (including social media posts) regarding this Agreement and/or Kāinga Ora's involvement with the Enabling Infrastructure Project(s), the Recipient will consult with Kāinga Ora, and will obtain Kāinga Ora's prior approval to any such statements or releases.
- 9.2. All correspondence with Kāinga Ora under this clause 9 must be directed to Kāinga Ora's Contact Person. The Recipient will refer any enquiries from the media or any other person about the terms or performance of this Agreement to Kāinga Ora's Contact Person.
- 9.3. The Recipient will acknowledge the New Zealand Government as a source of funding in all publications (including any digital presence) and publicity regarding the Enabling Infrastructure Project(s) in accordance with funding acknowledgement guidelines agreed with Kāinga Ora. The Recipient must obtain Kāinga Ora's approval of the form and wording of the acknowledgement prior to including the acknowledgement in the publication or publicity (as the case may be).
- 9.4. If requested by Kāinga Ora, the Recipient will establish or erect temporary and/or permanent signage (which may be in the form of a plaque) at the site of the Enabling Infrastructure Project(s) acknowledging the New Zealand Government as a source of funding for the Enabling Infrastructure Project(s). Kāinga Ora may provide such signage and Kāinga Ora will consult with the Recipient in respect of a suitable location for such signage.
- 9.5. The Recipient does not have the right to enter into any commitment, contract or agreement on behalf of Kāinga Ora or any associated body, or to make any public statement or comment on behalf of Kāinga Ora or the New Zealand Government.

## 10. DISPUTES

In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, or in relation to any question regarding its existence, breach, termination or invalidity (in each case, a **Dispute**), either party may give written notice to the other. As soon as reasonably practicable thereafter, the parties will meet and endeavour to resolve the Dispute by discussion, negotiation and agreement. A party must not commence any proceedings in connection with a Dispute unless at least 40 days have elapsed since the issue of a notice, and that party has used reasonable



endeavours to comply with this clause. However, nothing in this clause prohibits seeking urgent interim relief.

## 11. CONTACT PERSONS

- 11.1. All matters or enquiries regarding this Agreement will be directed to each party's Contact Person (set out in **Item 20 of Part 1** (Key Details)).
- 11.2. Each party may from time to time change the person designated as its Contact Person on 10 Business Days' written notice to the other party.

## 12. GENERAL

- 12.1. The Recipient acknowledges that Kāinga Ora is acting as the agent of the Crown and is required to consult with the Crown and seek the Crown's consent in relation to the exercise of certain of the rights and obligations of Kāinga Ora under this Agreement.
- 12.2. The Recipient agrees that the Crown may terminate the appointment of Kāinga Ora in relation to the IAF and/or this Agreement and assume, or appoint another person to undertake, the rights and obligations of Kāinga Ora under this Agreement and/or the IAF, without the consent of the Recipient and the Recipient agrees to co-operate with the Crown or such other person to facilitate any such assumption or appointment.
- 12.3. 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 set out in **Item 21 of Part 1** (Key Details) or to any other address from time to time designated for that purpose by at least 10 Business Days' prior written notice to the other party. A notice under this Agreement is deemed to be received if:
- (a) **Delivery:** delivered personally, when delivered;
  - (b) **Post:** posted, 5 Business Days after posting or, in the case of international post, 7 Business Days after posting; and
  - (c) **Email:** sent by email:
    - i. if sent between the hours of 9am and 5pm (local time) on a Business Day, at the time of transmission; or
    - ii. if subclause (i) does not apply, at 9am (local time) on the Business Day most immediately after the time of sending,provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.
- 12.4. This Agreement and the Housing Outcomes Agreement(s) constitute the sole and entire understanding with respect to the subject matter hereof and supersedes all prior discussions, representations and understandings, written or oral.

- 12.5. This Agreement may be amended by way of a Delivery Plan agreed and signed by the parties in accordance with this Agreement. No other amendment to this Agreement will be effective unless agreed in writing and signed by both parties.
- 12.6. The Recipient may not assign or transfer any of its contractual rights or obligations under this Agreement, except with Kāinga Ora's prior written approval or in accordance with clause 12.7.
- 12.7. If and to the extent the Recipient is required or mandated by law to assign, transfer, sell or dispose of any Enabling Infrastructure Project(s) assets (or such assets are vested or otherwise transferred by operation of law) (a **Mandated Transfer**) during the term of this Agreement, then (to the maximum extent permitted by law) the Recipient shall:
- (a) consult with Kāinga Ora in advance in relation to such Mandated Transfer and provide all information reasonably requested by Kāinga Ora in relation to such Mandated Transfer; and
  - (b) use all reasonable endeavours to procure that the relevant assignee, transferee, purchaser or recipient (as applicable) will support the completion of the Enabling Infrastructure Project(s) and the delivery of the Housing Outcomes (as applicable).
- 12.8. No failure, delay or indulgence by any party in exercising any power or right conferred on that party by this Agreement shall operate as a waiver. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights.
- 12.9. The exercise by a party of any express right set out in this Agreement is without prejudice to any other rights, powers or remedies available to a party in contract, at law or in equity, including any rights, powers or remedies which would be available if the express rights were not set out in this Agreement.
- 12.10. Any provision of this Agreement that is invalid or unenforceable will be deemed deleted, and will not affect the other provisions of this Agreement, all of which remain in force to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.
- 12.11. This Agreement is to be governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 12.12. This Agreement may be executed in any number of counterparts (including scanned and emailed copies). So long as each party has received a counterpart signed by each of the other parties, the counterparts together shall constitute a binding and enforceable agreement.

**END OF PART 2**

### PART 3: DEFINITIONS AND INTERPRETATION

#### A. Definitions

In this Agreement, unless the context requires otherwise, terms defined in **Part 1** (Key Details) have the meanings specified therein and:

*Agreement* means this agreement including Parts 1, 2 and 3 and the schedules and appendices (and any other attachments).

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

*Budget* means a breakdown of budgeted cashflows and costs relating to the Enabling Infrastructure Project(s) including details of any Known Co-Funding and any Other Funding, and a provision of an acceptable level of contingency sums, broken down on a monthly basis, and approved by Kāinga Ora.

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

*Commencement Date* means the date this Agreement has been signed by both parties.

*Completed* means in respect of a dwelling or dwellings, the date on which all necessary code compliance certificates for that dwelling(s) have been obtained.

*Completion Date* means, in respect of an Enabling Infrastructure Project(s) Milestone, the applicable "Completion Date" specified in **Part A** or **Part C** of **Schedule 2** (as applicable).

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

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

but excludes any information which the Holder can show:

- (d) was lawfully acquired by the Holder, entirely independently of its activities in connection with this Agreement, and is free of any other obligation of confidence owed to the Owner; and/or
- (e) has been independently developed by the Holder without reference to the Owner's Confidential Information, and without breaching any other obligation of confidence owed to the Owner.

Notwithstanding the foregoing, the terms of this Agreement are Confidential Information of which each party is both an Owner and a Holder.

*Co-Funding Principles* means the "Co-Funding Principles" defined in **Item 12** of **Part 1** (Key Details).

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

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

*Construction Contract* means each construction contract between the Recipient and a construction contractor relating to works to be carried out for the Enabling Infrastructure Project(s) and all the plans, specifications, drawings, details and information forming part of or which are required to be prepared and provided in accordance with, or which are referred to or contemplated by the relevant contract or otherwise required to complete the Enabling Infrastructure Project(s).

*Construction Works Funding Milestone* means, in respect of an Enabling Infrastructure Project, each of the Construction Works Funding Milestone(s) (i.e., the Construction Works First Funding Milestone and the Construction Works Second Funding Milestone etc., as applicable) for the relevant Enabling Infrastructure Project described in **Part A** of **Schedule 2**.

*Contact Person* means, in respect of each party, the applicable "Contact Person" specified in **Item 20** of **Part 1** (Key Details).

*Cost to Complete* means, in relation to an Enabling Infrastructure Project and as at any time, the aggregate amount of IAF Funded Enabling Infrastructure Project Costs not yet paid but payable or reasonably likely to be payable in order to achieve Practical Completion for that Enabling Infrastructure Project.

*Cost to Complete Test* is met if, in relation to an IAF Funded Enabling Infrastructure Project and as at any date, the relevant EIP Maximum Amount Payable that has not been advanced to the Recipient to meet Eligible Costs, plus the Known Co-Funding, plus any additional funding secured and available to, and committed by, the Recipient (where such additional funding is supported by evidence reasonably satisfactory to Kāinga Ora), in each case, in relation to that Enabling Infrastructure Project is not less than the Cost to Complete as at that date.

*Costs* means, in respect of an Enabling Infrastructure Project, all costs of that Enabling Infrastructure Project, including Eligible Costs and all other costs in relation to the Enabling Infrastructure Project.

*Crown* means The Sovereign in Right of New Zealand.

*Crown Office* means the Crown, any Minister of the Crown, any Government department or agency and the New Zealand Government generally.

*Delivery Plan* means a delivery plan agreed in writing and signed by the parties (based on the standard form provided by Kāinga Ora) which sets

out:

- (a) any updates or amendments to **Schedule 1** following the Commencement Date;
- (b) any updates or amendments to **Schedule 2** following the Commencement Date;
- (c) any updates or amendments to **Item 7 of Part 1** (Key Details) and other relevant items following the Commencement Date;
- (d) any updates or amendments to this Agreement as a result of amendments to the Housing Outcomes and/or Housing Outcomes Agreement(s) pursuant to a HOA Variation Agreement following the Commencement Date; and/or
- (e) sets out any required additions or updates to the Enabling Infrastructure Project(s) Milestones, and any other updates to the information in **Schedule 2**, as referred to in **Item 8 of Part 1** (Key Details).

*Developer(s)* means the Developer(s) identified in **Item 3 of Part 1** (Key Details) (if known as at the date of this Agreement) and/or the Developer(s) who will become a party to the Housing Outcomes Agreement(s) following the date of this Agreement.

*Developer(s)/Landowner(s) Funding* means the funding for the Fair Share to be provided by Developer(s) and Landowner(s) as set out in **Item 13 of Part 1** (Key Details).

*Developer(s)/Landowner(s) Local Infrastructure* means all ineligible "local" infrastructure that is required to enable the construction of housing in respect of the Housing Development and which is undertaken by or on behalf of the Developer(s) and/or Landowner(s) in order for the Developer(s) and/or Landowner(s) to obtain a certificate under section 224(c) of the Resource Management Act 1991 in respect of the relevant housing.

*Development Confirmations* means the confirmations, warranties and representations given by the Recipient in **Item 11 of Part 1** (Key Details).

*EIP Maximum Amount Payable* means the "EIP Maximum Amount Payable" defined in **Item 10 of Part 1** (Key Details).

*Eligible Costs* means, in respect of an IAF Funded Enabling Infrastructure Project, the actual costs of:

- (a) feasibility studies, business cases and other early-stage planning work;
- (b) designing, consenting, tendering and acquiring land (to the extent it is required for that Enabling Infrastructure Project);
- (c) constructing that Enabling Infrastructure Project;
- (d) subject to Kāinga Ora's prior written consent, non-capital administrative matters, to the extent they are necessary to establish complementary financing for that Enabling Infrastructure Project; and
- (e) third party professional advisers in respect of any of paragraphs (a) – (d) above (if necessary, as allocated to that Enabling Infrastructure Project by the Recipient on a reasonable basis),

in each case, reasonably incurred by the Recipient in delivering that Enabling Infrastructure Project:

- (a) on or after the Commencement Date (unless expressly agreed to the contrary, in writing, by Kāinga Ora) and no later than the End Date; and

- (b) in good faith for the purpose of carrying out that Enabling Infrastructure Project and at "arm's length", at reasonable market value (and generally incurred on a one-off basis),

but excludes:

- (a) the Recipient's internal costs, including overhead and management time;
- (b) interest and fees payable in respect of any debt funding; and
- (c) any payments to a related person of the Recipient.

*Enabling Infrastructure Project(s)* means the "Enabling Infrastructure Project(s)" defined in **Item 6 of Part 1** (Key Details).

*Enabling Infrastructure Project(s) Milestones* means the "Project Milestones" defined in **Item 7 of Part 1** (Key Details).

*End Date* means the date on which the Recipient has satisfied its obligations under this Agreement, as determined by Kāinga Ora acting reasonably.

*Engineer to Contract* means the professional engineer to contract appointed under a Construction Contract.

*EOI* means the "EOI" defined in **Item 2 of Part 1** (Key Details).

*Fair Share* means the "Fair Share" defined in **Item 12 of Part 1** (Key Details).

*Funding Balance* means the "Funding Balance" payable by the Recipient defined in **Item 14 of Part 1** (Key Details).

*Head Contractors* means the "Head Contractors" defined in **Item 17 of Part 1** (Key Details).

*HOA Variation Agreement* has the meaning given to it in the Housing Outcomes Agreement(s).

*Housing Development* means the "Housing Development" defined in **Item 3 of Part 1** (Key Details).

*Housing Outcomes* means the "Housing Outcomes" defined in **Item 4 of Part 1** (Key Details) and **Schedule 3**.

*Housing Outcomes Agreement(s)* means the "Housing Outcomes Agreement(s)" defined in **Item 4 of Part 1** (Key Details).

*IAF* means the "IAF" defined in **Item 2 of Part 1** (Key Details).

*IAF Funded Enabling Infrastructure Project(s)* means the "IAF Funded Enabling Infrastructure Project(s)" defined in **Item 6 of Part 1** (Key Details).

*IAF Funded Enabling Infrastructure Project(s) Milestones* means the "IAF Funded Enabling Infrastructure Project(s) Milestones" defined in **Item 7 or Part 1** (Key Details).

*IAF Funding* means the IAF funding or any part of the funding (as the context requires) payable by Kāinga Ora to the Recipient in accordance with the terms of this Agreement, as described in **Item 9 and Item 10 of Part 1** (Key Details).

*Known Co-Funding* means the "Known Co-Funding" defined in **Item 14 of Part 1** (Key Details).

*Landowner(s)* means the Landowner(s) identified in **Item 3 of Part 1** (Key Details) (if known as at the date of this Agreement) and/or any relevant landowner(s) in relation to the Housing Development identified following the date of this Agreement.

*Maximum Amount Payable* means the “Maximum Amount Payable” defined in **Item 10 of Part 1** (Key Details).

*Non-IAF Funded Enabling Infrastructure Project(s) Milestones* means the “Non-IAF Funded Enabling Infrastructure Project(s) Milestones” defined in **Item 7 of Part 1** (Key Details).

*Other Funding* means the “Other Funding” described in **Item 9 of Part 1** (Key Details).

*Payment Request* means a request submitted to Kāinga Ora (or its nominated nominee(s)) by the Recipient seeking payment of IAF Funding in a form agreed between Kāinga Ora and the Recipient and in accordance with the requirements of **Schedule 3**.

*Practical Completion* means, in respect of an Enabling Infrastructure Project, the date on which the Engineer to Contract provides to Kāinga Ora a certificate, which is satisfactory to Kāinga Ora (in its sole discretion), certifying that the relevant Enabling Infrastructure Project is practically complete in accordance with the terms of the Construction Contract(s) and that the Enabling Infrastructure Project is ready for use or operations.

*Proposal* means the “Proposal” defined in **Item 2 of Part 1** (Key Details).

*Recipient* means the Recipient specified in **Item 1 of Part 1** (Key Details).

*related person of the Recipient* means any council-organisation or council-controlled organisation (as those terms are defined in section 6 of the Local Government Act 2002) of the Recipient;

*RFP* means the “RFP” defined in **Item 2 of Part 1** (Key Details).

*Termination Event* means any one or more of the events or circumstances set out in clause 5.2 of **Part 2** (General Terms).

*Territorial Authority Funding* means the “Territorial Authority Funding” defined in **Item 9 of Part 1** (Key Details).

*Time to Complete Test* is met if, as at any date, the Chief Executive of the Recipient or the Engineer to Contract (as applicable) certifies that that Practical Completion is expected to be achieved by the Completion Date for Practical Completion specified in **Part A of Schedule 2**.

*Updated Proposal* means the “Updated Proposal” defined in **Item 2 of Part 1** (Key Details).

## **B. Interpretation**

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

*Conflicts*: if and to the extent there is any inconsistency or conflict between this Agreement and a Housing Outcomes Agreement(s), the terms of this Agreement will prevail.

*Documents*: a reference to any document, including this Agreement, includes a reference to that document as amended or replaced from time to time (including by way of a Delivery Plan in accordance with this Agreement).

*Including*: mentioning anything after include, includes or including does not limit what else might be included.

*Order of priority*: the following order of precedence will apply to the extent of any inconsistency or conflict between the parts of and schedules to this Agreement:

- (a) first, any Delivery Plan;
- (b) second, the Schedules to this Agreement;
- (c) third, **Part 1** (Key Details) of this Agreement; and
- (d) fourth, **Part 2** (General Terms) of this Agreement.

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

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

*Singular and plural*: the singular includes the plural and vice versa.

*Summaries*: any clause in **Part 2** (General Terms) and any provision of any Schedule applies irrespective of whether or not it is also summarised in **Part 1** (Key Details) (in addition to being set out in **Part 2** (General Terms) and/or any Schedule).

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

## **END OF PART 3**

**Schedule 1: Housing Development and Enabling Infrastructure Project(s)****Key Details of the Housing Development and Enabling Infrastructure Project(s)**

The Housing Development key details are as follows:

<b>Name of Housing Development</b>	Bellgrove
<b>Name of Developer(s) (if known)</b>	Bellgrove Rangiora Limited
<b>Name of landowner(s) (if known)</b>	Bellgrove Rangiora Limited
<b>Location (suburb and city)</b>	Rangiora
<b>Territorial Authority region</b>	Waimakariri District
<b>Total number of dwellings to be Completed</b>	1,300
<b>Delivery period for dwellings to be Completed</b>	2023 – 2032
<b>Brownfield / Greenfield?</b>	Greenfield

The Enabling Infrastructure Project(s) key details are as follows:

<b>Enabling Infrastructure Project(s)</b>	<b>Description</b>
<b>Three Waters Infrastructure Project(s)</b>	<ul style="list-style-type: none"> <li>• EP 1 - East Belt Booster Main Stage 1 (WDC Plan # 7)</li> <li>• EP 2 - North East Rangiora Supply Main (WDC Plan # 8)</li> <li>• EP 3 - East Rangiora Northern Link Main (WDC Plan # 9)</li> <li>• EP 4 - East Rangiora Booster Main (WDC Plan # 23)</li> <li>• EP 5 - East Rangiora Eastern Main (WDC Plan # 24)</li> <li>• EP 6 - North Northeast Rangiora Supply Main (WDC Plan # 33)</li> <li>• EP 7 - Johns Road East Supply Main (WDC Plan #25)</li> <li>• EP 8 - Northbrook Road Booster Main (WDC Plan # 29)</li> <li>• EP 9 - Sewer Pump Station # 1</li> <li>• EP 10 - Rising Main #1 to WWTP</li> <li>• EP 11 - Sewer Pump Station # 2</li> <li>• EP 12 - Rising Main #2 to Ex. NBPS</li> </ul>
<b>Transport Infrastructure Project(s)</b>	<ul style="list-style-type: none"> <li>• EP 13 - Kippenberger Urbanisation</li> <li>• EP 14 - Kippenberger/McPhail Ave roundabout</li> <li>• IP 4 - Northern corridor bypass road (#1)</li> <li>• IP 8 - Northern corridor bypass road (#2)</li> </ul>

**General description**

The Housing Development is located in North East Rangiora along Kippenberger Avenue. It is one of few greenfield sites available for development in Rangiora. The land comprising the Housing Development is zoned as rural land, but the Developer has applied for subdivision and land use consent for residential activity to enable the Housing Development.

Based on housing demand projections in Rangiora, there is a need to build an additional 3,950 dwellings over the next 30 years. House prices have risen approximately 220% in the Waimakariri District over the past 12 – 18 months. Demand for different varieties of residential dwellings is also high. Currently, in Rangiora, there is unmet demand for smaller dwellings, close to essential services and amenities, particularly for an ageing population.

The Housing Development will deliver 1,300 dwellings with a mixture of typologies, including more affordable homes within the First Home Grant price cap for Canterbury. Stage 1 will include multi-unit, terrace units, duplex apartments and small stand-alone units, to provide higher density and more affordable dwellings. This density surpasses the requirements of the Canterbury Regional Policy statement on minimum net density and achieves the requirements the National Policy Statement on Urban Development.

The Housing Development will support employment opportunities. It is located between 2 - 3 kilometres from Rangiora's central commercial area and Rangiora's business and industrial parks. These areas are within 10 – 40 minute walking distance of the Housing Development, and it is anticipated that these areas will be accessible by cycleway and public transport.

The Housing Development will be close to 13 schools, including Rangiora High School. These schools are located within 2.8 kilometres of the Housing Development (being a 10 – 35 minute walk). It is anticipated that schools will be accessible by cycleway and public transport. Other amenities, such as a medical centre, reserves and parks, retail, supermarkets, sports facilities, and churches will be within 2.8 kilometres from the Housing Development.

IAF Funding will be applied towards 12 Three Waters projects and 2 Transport projects (including a new roundabout on Kippenberger Avenue). IAF Funding will accelerate the completion of the IAF Funded Enabling Infrastructure, which will unlock further potential beyond the Housing Development. The Environmental Protection Authority has granted Covid-19 Fast Track Resource Management Act 1991 approval to Stage 1. This approval grants all of the Resource Management Act 1991 consents required for Stage 1.

Over the past 18 months, the Recipient has been working in partnership with the Landowner and Developer to support the Housing Development, including by supporting the Developer's application for Fast Track consenting and the Developer's application for IAF Funding. There is a high level of alignment between all parties.

**Schedule 2: Enabling Infrastructure Project(s) Milestones**

This **Schedule 2** sets out:

- in **Part A**, the IAF Funded Enabling Infrastructure Project(s) Milestones for the IAF Funded Enabling Infrastructure Project(s);
- in **Part B**, the specific additional requirements for each IAF Funded Enabling Infrastructure Project(s) Milestone for the IAF Funded Enabling Infrastructure Project(s), as at the date of this Agreement; and
- in **Part C**, the Non-IAF Funded Enabling Infrastructure Project(s) Milestones for the Enabling Infrastructure Project(s) (not including the IAF Funded Enabling Infrastructure Project(s)).

**Part A: IAF Funded Enabling Infrastructure Project(s) Milestones**

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
<b>EP 1: Three Waters Infrastructure Project - East Belt Booster Main Stage 1 (WDC Plan #7)</b>										
1.	<b>Stage 1 (Early)</b>	June 2024	The following feasibility activities in relation to this Three Waters Infrastructure Project - East Belt Booster Main Stage 1 (WDC Plan #7) are completed: <ul style="list-style-type: none"> <li>• concept design finalised by the Recipient.</li> </ul>	\$0	\$1,500	\$0	\$0	Yes – IAF Funded Enabling Infrastructure Project(s) Milestone(s) for this Three Waters IAF Funded Enabling Infrastructure Project - East	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			(Initial Funding Milestone)					Belt Booster Main Stage 1 (WDC Plan #7) to be agreed by way of a Delivery Plan also required to satisfy this milestone		
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	To be confirmed by way of agreed Delivery Plan  The following design, consenting and tendering activities in relation to this Three Waters Infrastructure Project - East Belt Booster Main Stage 1 (WDC Plan #7) are completed: <ul style="list-style-type: none"> <li>• award tender;</li> <li>• obtain all required</li> </ul>	\$0	\$6,500	\$0	\$0	N/A	N/A	N/A



	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			consents from relevant authorities; and <ul style="list-style-type: none"> <li>contractor site establishment.</li> </ul> (Pre-Implementation Funding Milestone)							
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	The following construction activities in relation to this Three Waters Infrastructure Project - East Belt Booster Main Stage 1 (WDC Plan #7) are completed: <ul style="list-style-type: none"> <li>The Engineer to Contract has certified that construction works equal to at least 50% of the contract price have been completed.</li> </ul>	\$0	\$6,000	\$0	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			<b>(Construction Works Funding Milestone)</b>							
4.	<b>Practical Completion</b>	December 2024	Practical Completion has been achieved in relation to this Three Waters Infrastructure Project - East Belt Booster Main Stage 1 (WDC Plan #7). <b>(Practical Completion Funding Milestone)</b>	\$74,600	\$101,590	\$0	\$0	N/A	N/A	N/A
<b>EP 2: Three Waters Infrastructure Project - North East Rangiora Supply Main (WDC Plan #8)</b>										
1.	<b>Stage 1 (Early)</b>	June 2024	The following feasibility activities in relation to this Three Waters Infrastructure Project - North East Rangiora Supply Main (WDC Plan #8) are completed: <ul style="list-style-type: none"> <li>• Concept design is finalised by the Recipient.</li> </ul> <b>(Initial Funding Milestone)</b>	\$0	\$20,000	\$0	\$0	Yes – IAF Funded Enabling Infrastructure Project(s) Milestone(s) for this Three Waters IAF Funded Enabling Infrastructure Project - North East Rangiora	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
								Supply Main (WDC Plan #8) to be agreed by way of a Delivery Plan also required to satisfy this milestone		
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	To be confirmed by way of agreed Delivery Plan  The following design, consenting and tendering activities in relation to this Three Waters Infrastructure Project - North East Rangiora Supply Main (WDC Plan #8) are completed: <ul style="list-style-type: none"> <li>• award tender;</li> <li>• obtain all required consents from</li> </ul>	\$0	\$100,000	\$0	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			relevant authorities; and <ul style="list-style-type: none"> <li>Contractor site establishment.</li> </ul> (Pre-Implementation Funding Milestone)							
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	The following construction activities in relation to this Three Waters Infrastructure Project - North East Rangiora Supply Main (WDC Plan #8) are completed: <ul style="list-style-type: none"> <li>The Engineer to Contract has certified that construction works equal to at least 50% of the contract price have been completed.</li> </ul>	\$0	\$50,000	\$0	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			<b>(Construction Works Funding Milestone)</b>							
4.	<b>Practical Completion</b>	December 2024	Practical Completion has been achieved in relation to this Three Waters Infrastructure Project - North East Rangiora Supply Main (WDC Plan #8).  <b>(Practical Completion Funding Milestone)</b>	\$872,000	\$751,478.54	\$98,376.46	\$0	N/A	N/A	N/A
<b>EP 3: Three Waters Infrastructure Project - East Rangiora Northern Link Main (WDC Plan #9)</b>										
1.	<b>Stage 1 (Early)</b>	February 2023	The following feasibility activities in relation to this Three Waters Infrastructure Project - East Rangiora Northern Link Main (WDC Plan #9) are completed: <ul style="list-style-type: none"> <li>• Council consultation; and</li> <li>• Concept design approved by</li> </ul>	\$0	\$0	\$15,000	\$0	Yes – IAF Funded Enabling Infrastructure Project(s) Milestone(s) for this Three Waters IAF Funded Enabling Infrastructure Project - East Rangiora	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			Recipient. <b>(Initial Funding Milestone)</b>					Northern Link Main (WDC Plan #9) to be agreed by way of a Delivery Plan also required to satisfy this milestone		

2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	<p>To be confirmed by way of agreed Delivery Plan</p> <p>The following design, consenting and tendering activities in relation to this Three Waters Infrastructure Project - East Rangiora Northern Link Main (WDC Plan #9) are completed:</p> <ul style="list-style-type: none"> <li>• award tender;</li> <li>• obtain engineering approval and all required consents from relevant authorities; and</li> <li>• Contractor site establishment.</li> </ul> <p><b>(Pre-Implementation Funding Milestone)</b></p>	\$0	\$0	\$40,000	\$0	N/A	N/A	N/A
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	<p>The following construction activities in relation to this Three Waters Infrastructure Project - East Rangiora Northern Link Main (WDC Plan #9) are completed:</p> <ul style="list-style-type: none"> <li>• The Engineer to Contract has certified that</li> </ul>	\$0	\$0	\$20,000	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			construction works equal to at least 50% of the contract price have been completed. <b>(Construction Works Funding Milestone)</b>							
4.	<b>Practical Completion</b>	December 2024	Practical Completion has been achieved in relation to this Three Waters Infrastructure Project - East Rangiora Northern Link Main (WDC Plan #9). <b>(Practical Completion Funding Milestone)</b>	\$32,000	\$40,081.93	\$785,056.07	\$0	N/A	N/A	N/A
<b>EP 4: Three Waters Infrastructure Project - East Rangiora Booster Main (WDC Plan #23)</b>										
1.	<b>Stage 1 (Early)</b>	June 2024	The following feasibility activities in relation to this Three Waters Infrastructure Project - East Rangiora Booster	\$0	\$10,000	\$0	\$0	Yes – IAF Funded Enabling Infrastructure Project(s) Milestone(s)	N/A	N/A



	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)				
			Main (WDC Plan #23) are completed: <ul style="list-style-type: none"> <li>• Concept design finalised by the Recipient.</li> </ul> (Initial Funding Milestone)					for this Three Waters IAF Funded Enabling Infrastructure Project - East Rangiora Booster Main (WDC Plan #23) to be agreed by way of a Delivery Plan also required to satisfy this milestone		
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	To be confirmed by way of agreed Delivery Plan  The following design, consenting and tendering activities in relation to this Three Waters Infrastructure Project- East Rangiora Booster Main (WDC	\$0	\$30,000	\$0	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			Plan #23) are completed: <ul style="list-style-type: none"> <li>award tender;</li> <li>obtain engineering approval and all required consents from relevant authorities; and</li> <li>Contractor site establishment.</li> </ul> (Pre-Implementation Funding Milestone)							
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	The following construction activities in relation to this Three Waters Infrastructure Project - East Rangiora Booster Main (WDC Plan #23) are completed: <ul style="list-style-type: none"> <li>The Engineer to Contract has</li> </ul>	\$0	\$20,000	\$0	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			certified that construction works equal to at least 50% of the contract price have been completed. <b>(Construction Works Funding Milestone)</b>							
4.	<b>Practical Completion</b>	December 2024	Practical Completion has been achieved in relation to this Three Waters Infrastructure Project - East Rangiora Booster Main (WDC Plan #23). <b>(Practical Completion Funding Milestone)</b>	\$321,200	\$312,491	\$0	\$0	N/A	N/A	N/A
<b>EP 5: Three Waters Infrastructure Project - East Rangiora Eastern Main (WDC Plan #24)</b>										
1.	<b>Stage 1 (Early)</b>	December 2024	The following feasibility activities in relation to this Three Waters Infrastructure Project - East Rangiora Eastern	\$0	\$0	\$5,000	\$0	Yes – IAF Funded Enabling Infrastructure Project(s) Milestone(s)	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)				
			Main (WDC Plan #24) are completed: <ul style="list-style-type: none"> <li>Consult with Council; and</li> <li>Concept design approved by the Recipient.</li> </ul> <b>(Initial Funding Milestone)</b>					for this Three Waters IAF Funded Enabling Infrastructure Project - East Rangiora Eastern Main (WDC Plan #24) to be agreed by way of a Delivery Plan also required to satisfy this milestone		
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	To be confirmed by way of agreed Delivery Plan  The following design, consenting and tendering activities in relation to this Three Waters Infrastructure Project - East Rangiora Eastern	\$0	\$0	\$15,000	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			Main (WDC Plan #24) are completed: <ul style="list-style-type: none"> <li>award tender;</li> <li>obtain engineering approval and all required consents from relevant authorities; and</li> <li>Contractor site establishment.</li> </ul> <b>(Pre-Implementation Funding Milestone)</b>							
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	The following construction activities in relation to this Three Waters Infrastructure Project - East Rangiora Eastern Main (WDC Plan #24) are completed: <ul style="list-style-type: none"> <li>The Engineer to Contract has</li> </ul>	\$0	\$0	\$20,000	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			certified that construction works equal to at least 50% of the contract price have been completed. <b>(Construction Works Funding Milestone)</b>							
4.	<b>Practical Completion</b>	December 2025	Practical Completion has been achieved in relation to this Three Waters Infrastructure Project - East Rangiora Eastern Main (WDC Plan #24). <b>(Practical Completion Funding Milestone)</b>	\$19,000	\$22,665.98	\$433,470.02	\$0	N/A	N/A	N/A
<b>EP 6: Three Waters Infrastructure Project - North Northeast Rangiora Supply Main (WDC Plan #33)</b>										
1.	<b>Stage 1 (Early)</b>	December 2024	The following feasibility activities in relation to this Three Waters Infrastructure Project - North Northeast Rangiora	\$0	\$10,000	\$0	\$0	Yes – IAF Funded Enabling Infrastructure Project(s) Milestone(s)	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			Supply Main (WDC Plan #33) are completed: <ul style="list-style-type: none"> <li>• Concept design finalised by the Recipient.</li> </ul> (Initial Funding Milestone)					for this Three Waters IAF Funded Enabling Infrastructure Project - North Northeast Rangiora Supply Main (WDC Plan #33) to be agreed by way of a Delivery Plan also required to satisfy this milestone		
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	To be confirmed by way of agreed Delivery Plan  The following design, consenting and tendering activities in relation to this Three Waters Infrastructure Project - North	\$0	\$40,000	\$0	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			Northeast Rangiora Supply Main (WDC Plan #33) are completed: <ul style="list-style-type: none"> <li>award tender;</li> <li>obtain all required consents from relevant authorities; and</li> <li>Contractor site establishment.</li> </ul> <b>(Pre-Implementation Funding Milestone)</b>							
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	The following construction activities in relation to this Three Waters Infrastructure Project - North Northeast Rangiora Supply Main (WDC Plan #33) are completed: <ul style="list-style-type: none"> <li>The Engineer to Contract has</li> </ul>	\$0	\$30,000	\$0	\$0	N/A	N/A	N/A



	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			certified that construction works equal to at least 50% of the contract price have been completed. <b>(Construction Works Funding Milestone)</b>							
4.	<b>Practical Completion</b>	December 2025	Practical Completion has been achieved in relation to this Three Waters Infrastructure Project - North Northeast Rangiora Supply Main (WDC Plan #33). <b>(Practical Completion Funding Milestone)</b>	\$295,000	\$585,735	\$0	\$0	N/A	N/A	N/A
<b>EP 7: Three Waters Infrastructure Project - Johns Road East Supply Main (WDC Plan #25)</b>										
1.	<b>Stage 1 (Early)</b>	July 2025	The following feasibility activities in relation to this Three Waters Infrastructure Project - Johns Road	\$0	\$7,500	\$0	\$0	Yes – IAF Funded Enabling Infrastructure Project(s)	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			East Supply Main (WDC Plan #25) are completed: <ul style="list-style-type: none"> <li>• Concept design finalised by the Recipient.</li> </ul> <b>(Initial Funding Milestone)</b>					Milestone(s) for this Three Waters IAF Funded Enabling Infrastructure Project - Johns Road East Supply Main (WDC Plan #25) to be agreed by way of a Delivery Plan also required to satisfy this milestone		
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	To be confirmed by way of agreed Delivery Plan  The following design, consenting and tendering activities in relation to this Three Waters Infrastructure Project - Johns Road	\$0	\$20,000	\$0	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			East Supply Main (WDC Plan #25) are completed: <ul style="list-style-type: none"> <li>award tender</li> <li>obtain all required consents from relevant authorities; and</li> <li>Contractor site establishment.</li> </ul> <b>(Pre-Implementation Funding Milestone)</b>							
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	The following construction activities in relation to this Three Waters Infrastructure Project - Johns Road East Supply Main (WDC Plan #25) are completed: <ul style="list-style-type: none"> <li>The Engineer to Contract has certified that</li> </ul>	\$0	\$7,500	\$0	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			construction works equal to at least 50% of the contract price have been completed. <b>(Construction Works Funding Milestone)</b>							
4.	<b>Practical Completion</b>	July 2026	Practical Completion has been achieved in relation to this Three Waters Infrastructure Project - Johns Road East Supply Main (WDC Plan #25). <b>(Practical Completion Funding Milestone)</b>	\$19,000	\$388,750	\$0	\$0	N/A	N/A	N/A
<b>EP 8: Three Waters Infrastructure Project - Northbrook Road Booster Main (WDC Plan #29)</b>										
1.	<b>Stage 1 (Early)</b>	July 2025	The following feasibility activities in relation to this Three Waters Infrastructure Project - Northbrook Road Booster Main	\$0	\$2,000	\$0	\$0	Yes – IAF Funded Enabling Infrastructure Project(s) Milestone(s) for this Three	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)				
			(WDC Plan #29) are completed: <ul style="list-style-type: none"> <li>• Concept design is finalised by the Recipient.</li> </ul> (Initial Funding Milestone)					Waters IAF Funded Enabling Infrastructure Project - Northbrook Road Booster Main (WDC Plan #29) to be agreed by way of a Delivery Plan also required to satisfy this milestone		
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	To be confirmed by way of agreed Delivery Plan  The following design, consenting and tendering activities in relation to this Three Waters Infrastructure Project - Northbrook Road Booster Main	\$0	\$5,000	\$0	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			(WDC Plan #29) are completed: <ul style="list-style-type: none"> <li>award tender;</li> <li>obtain all required consents from relevant; and authorities</li> <li>Contractor site establishment.</li> </ul> (Pre-Implementation Funding Milestone)							
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	The following construction activities in relation to this Three Waters Infrastructure Project - Northbrook Road Booster Main (WDC Plan #29) are completed: <ul style="list-style-type: none"> <li>The Engineer to Contract has certified that construction</li> </ul>	\$0	\$3,000	\$0	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			works equal to at least 50% of the contract price have been completed. <b>(Construction Works Funding Milestone)</b>							
4.	<b>Practical Completion</b>	July 2026	Practical Completion has been achieved in relation to this Three Waters Infrastructure Project - Northbrook Road Booster Main (WDC Plan #29). <b>(Practical Completion Funding Milestone)</b>	\$27,000	\$119,814	\$0	\$0	N/A	N/A	N/A
<b>EP 9: Three Waters Infrastructure Project – WW#1 – Sewer Pump Station #1</b>										
1.	<b>Stage 1 (Early)</b>	October 2022	The following feasibility activities in relation to this Three Waters Infrastructure Project – WW#1 – Sewer Pump Station #1 are completed: <ul style="list-style-type: none"> <li>Consult with</li> </ul>	\$0	\$0	\$10,000	\$0	Yes – IAF Funded Enabling Infrastructure Project(s) Milestone(s) for this Three Waters IAF	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)				
			Council; and <ul style="list-style-type: none"> <li>• Concept design is approved by the Recipient.</li> </ul> <b>(Initial Funding Milestone)</b>					Funded Enabling Infrastructure Project - WW#1 – Sewer Pump Station #1 to be agreed by way of a Delivery Plan also required to satisfy this milestone		
2.	<b>Stage 2 (Pre-Implementation)</b>	December 2022	The following design, consenting and tendering activities in relation to this Three Waters Infrastructure Project – WW#1 – Sewer Pump Station #1 are completed: <ul style="list-style-type: none"> <li>• award tender;</li> <li>• obtain engineering approval all and required consents from</li> </ul>	\$0	\$0	\$80,000	\$0	N/A	N/A	N/A



	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			relevant authorities; and <ul style="list-style-type: none"> <li>Contractor site establishment.</li> </ul> <b>(Pre-Implementation Funding Milestone)</b>							
3.	<b>Stage 3 (Implementation)</b>	September 2023	The following construction activities in relation to this Three Waters Infrastructure Project – WW#1 – Sewer Pump Station #1 are completed: <ul style="list-style-type: none"> <li>The Engineer to Contract has certified that construction works equal to at least 50% of the contract price have been completed.</li> </ul> <b>(Construction Works Funding Milestone)</b>	\$0	\$0	\$35,000	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
4.	<b>Practical Completion</b>	December 2023	Practical Completion has been achieved in relation to this Three Waters Infrastructure Project – WW#1 – Sewer Pump Station #1.  <b>(Practical Completion Funding Milestone)</b>	\$847,646.08	\$489,522.03	\$1,351,176.89	\$0	N/A	N/A	N/A
<b>EP 10: Three Waters Infrastructure Project - RM#1 - Rising Main #1 to WWTP</b>										
1.	<b>Stage 1 (Early)</b>	June 2023	The following feasibility activities in relation to this Three Waters Infrastructure Project - RM#1 - Rising Main #1 to WWTP are completed: <ul style="list-style-type: none"> <li>Consult with Council; and</li> <li>Concept design is approved by the Recipient.</li> </ul> <b>(Initial Funding Milestone)</b>	\$0	\$0	\$10,000	\$0	Yes – IAF Funded Enabling Infrastructure Project(s) Milestone(s) for this Three Waters IAF Funded Enabling Infrastructure Project - RM#1 - Rising Main #1 to WWTP to be agreed by way of a Delivery	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)				
								Plan also required to satisfy this milestone		
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	To be confirmed by way of agreed Delivery Plan  The following design, consenting and tendering activities in relation to this Three Waters Infrastructure Project - RM#1 - Rising Main #1 to WWTP are completed: <ul style="list-style-type: none"> <li>• award tender;</li> <li>• obtain engineering approval and all required consents from relevant authorities; and</li> </ul>	\$0	\$0	\$50,000	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			<ul style="list-style-type: none"> <li>Contractor site establishment.</li> </ul> <b>(Pre-Implementation Funding Milestone)</b>							
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	The following construction activities in relation to this Three Waters Infrastructure Project - RM#1 - Rising Main #1 to WWTP are completed: <ul style="list-style-type: none"> <li>The Engineer to Contract has certified that construction works equal to at least 50% of the contract price have been completed.</li> </ul> <b>(Construction Works Funding Milestone)</b>	\$0	\$0	\$35,000	\$0	N/A	N/A	N/A
4.	<b>Practical Completion</b>	December 2025	Practical Completion has been achieved in relation to this Three	\$1,360,484.80	\$895,959.23	\$2,797,746.97	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			Waters Infrastructure Project - RM#1 - Rising Main #1 to WWTP. <b>(Practical Completion Funding Milestone)</b>							
<b>EP 11: Three Waters Infrastructure Project - WWPS #2 - Sewer Pump Station #2</b>										
1.	<b>Stage 1 (Early)</b>	June 2024	The following feasibility activities in relation to this Three Waters Infrastructure Project - WWPS #2 - Sewer Pump Station #2 are completed: <ul style="list-style-type: none"> <li>Consult with Council; and</li> <li>Concept design is approved by the Recipient.</li> </ul> <b>(Initial Funding Milestone)</b>	\$0	\$0	\$10,000	\$0	Yes – IAF Funded Enabling Infrastructure Project(s) Milestone(s) for this Three Waters IAF Funded Enabling Infrastructure Project - WWPS #2 - Sewer Pump Station #2 to be agreed by way of a Delivery Plan also required to	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
								satisfy this milestone		
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	To be confirmed by way of agreed Delivery Plan  The following design, consenting and tendering activities in relation to this Three Waters Infrastructure Project - WWPS #2 - Sewer Pump Station #2 are completed: <ul style="list-style-type: none"> <li>• award tender;</li> <li>• obtain engineering approval and all required consents from relevant authorities; and</li> <li>• Contractor site establishment.</li> </ul>	\$0	\$0	\$60,000	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			<b>(Pre-Implementation Funding Milestone)</b>							
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	The following construction activities in relation to this Three Waters Infrastructure Project - WWPS #2 - Sewer Pump Station #2 are completed: <ul style="list-style-type: none"> <li>The Engineer to Contract has certified that construction works equal to at least 50% of the contract price have been completed.</li> </ul> <b>(Construction Works Funding Milestone)</b>	\$0	\$0	\$20,000	\$0	N/A	N/A	N/A
4.	<b>Practical Completion</b>	December 2026	Practical Completion has been achieved in relation to this Three Waters Infrastructure Project - WWPS #2 -	\$451,253.12	\$392,044.79	\$1,319,833.09	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			Sewer Pump Station #2. <b>(Practical Completion Funding Milestone)</b>							
<b>EP 12: Three Waters Infrastructure Project - RM#2 - Rising Main #2 to Ex. NBPS</b>										
1.	<b>Stage 1 (Early)</b>	June 2024	The following feasibility activities in relation to this Three Waters Infrastructure Project - RM#2 - Rising Main #2 to Ex. NBPS are completed: <ul style="list-style-type: none"> <li>Consult with Council; and</li> <li>Concept design is approved by the Recipient.</li> </ul> <b>(Initial Funding Milestone)</b>	\$0	\$0	\$4,000	\$0	Yes – IAF Funded Enabling Infrastructure Project(s) Milestone(s) for this Three Waters IAF Funded Enabling Infrastructure Project - RM#2 - Rising Main #2 to Ex. NBPS to be agreed by way of a Delivery Plan also required to satisfy this milestone	N/A	N/A



	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	To be confirmed by way of agreed Delivery Plan  The following design, consenting and tendering activities in relation to this Three Waters Infrastructure Project - RM#2 - Rising Main #2 to Ex. NBPS are completed: <ul style="list-style-type: none"> <li>• award tender;</li> <li>• obtain engineering approval and all required consents from relevant authorities; and</li> <li>• Contractor site establishment.</li> </ul> <b>(Pre-Implementation Funding Milestone)</b>	\$0	\$0	\$15,000	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	The following construction activities in relation to this Three Waters Infrastructure Project - RM#2 - Rising Main #2 to Ex. NBPS are completed: <ul style="list-style-type: none"> <li>The Engineer to Contract has certified that construction works equal to at least 50% of the contract price have been completed.</li> </ul> <b>(Construction Works Funding Milestone)</b>	\$0	\$0	\$5,000	\$0	N/A	N/A	N/A
4.	<b>Practical Completion</b>	December 2026	Practical Completion has been achieved in relation to this Three Waters Infrastructure Project - RM#2 - Rising Main #2 to Ex. NBPS.	\$136,630.50	\$114,710.72	\$383,915.78	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			(Practical Completion Funding Milestone)							
<b>EP 13: Transport Infrastructure Project - Kippenberger Ave Upgrade</b>										
1.	<b>Stage 1 (Early)</b>	October 2022	The following feasibility activities in relation to this Transport Infrastructure Project - Kippenberger Ave Upgrade are completed: <ul style="list-style-type: none"> <li>Consult with Council; and</li> <li>Concept design is approved by the Recipient.</li> </ul> (Initial Funding Milestone)	\$0	\$0	\$10,000	\$0	Yes – IAF Funded Enabling Infrastructure Project(s) Milestone(s) for this Transport Infrastructure Project - Kippenberger Ave Upgrade to be agreed by way of a Delivery Plan also required to satisfy this milestone	N/A	N/A
2.	<b>Stage 2 (Pre-Implementation)</b>	December 2022	The following design, consenting and tendering activities in relation to this Transport	\$0	\$0	\$40,000	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			Infrastructure Project - Kippenberger Ave Upgrade are completed: <ul style="list-style-type: none"> <li>award tender;</li> <li>obtain engineering approval and all required consents from relevant authorities; and</li> <li>Contractor site establishment.</li> </ul> (Pre-Implementation Funding Milestone)							
3.	<b>Stage 3 (Implementation)</b>	September 2023	The following construction activities in relation to this Transport Infrastructure Project - Kippenberger Ave Upgrade are completed:	\$0	\$0	\$20,000	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			<ul style="list-style-type: none"> <li>The Engineer to Contract has certified that construction works equal to at least 50% of the contract price have been completed.</li> </ul> <p><b>(Construction Works Funding Milestone)</b></p>							
4.	<b>Practical Completion</b>	December 2023	Practical Completion has been achieved in relation to this Transport Infrastructure Project - Kippenberger Ave Upgrade. <b>(Practical Completion Funding Milestone)</b>	\$577,980.90	\$740,920.00	\$92,939.10	\$0	N/A	N/A	N/A
<b>EP 14: Transport Infrastructure Project - Kippenberger Ave/MacPhail Ave Roundabout</b>										
1.	<b>Stage 1 (Early)</b>	October 2022	The following feasibility activities in relation to this Transport	\$0	\$5,000	\$0	\$0	Yes – update of future IAF Funded Enabling	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)				
			Infrastructure Project - Kippenberger Ave/MacPhail Ave Roundabout are completed: <ul style="list-style-type: none"> <li>Consult with Council; and</li> <li>Concept design is approved by the Recipient.</li> </ul> <b>(Initial Funding Milestone)</b>					Infrastructure Project(s) Milestone(s) for this Transport Infrastructure Project - Kippenberger Ave/MacPhail Ave Roundabout to be agreed by way of a Delivery Plan also required to satisfy this milestone		
2.	<b>Stage 2 (Pre-Implementation)</b>	December 2022	The following design, consenting and tendering activities in relation to this Transport Infrastructure Project - Kippenberger Ave/MacPhail Ave Roundabout are completed:	\$0	\$15,000	\$0	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			<ul style="list-style-type: none"> <li>award tender;</li> <li>obtain engineering approval and all required consents from relevant authorities; and</li> <li>Contractor site establishment.</li> </ul> <b>(Pre-Implementation Funding Milestone)</b>							
3.	<b>Stage 3 (Implementation)</b>	September 2023	The following construction activities in relation to this Transport Infrastructure Project - Kippenberger Ave/MacPhail Ave Roundabout are completed: <ul style="list-style-type: none"> <li>The Engineer to Contract has certified that construction</li> </ul>	\$0	\$10,000	\$0	\$0	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Developer(s)/L andowner(s) Funding amount NZD\$ plus GST (if any)				
			works equal to at least 50% of the contract price have been completed. <b>(Construction Works Funding Milestone)</b>							
4.	<b>Practical Completion</b>	December 2023	Practical Completion has been achieved in relation to this Transport Infrastructure Project - Kippenberger Ave/MacPhail Ave Roundabout. <b>(Practical Completion Funding Milestone)</b>	\$666,204.60	\$944,936.40	\$0	\$0	N/A	N/A	N/A

The IAF Funded Enabling Infrastructure Project(s) Milestones set out above are subject to updates from time to time if required under **Item 8 of Part 1** (Key Details). Where any IAF Funded Enabling Infrastructure Project Milestones Completion Dates are updated, the Recipient must, in accordance with **Item 11 of Part 1** (Key Details), ensure that the updated Completion Dates are consistent with the milestone completion dates applicable to the Housing Development (as set out in the Housing Outcomes Agreement(s)) so as to enable the Developer to deliver the total number of dwellings to be Completed (and in the years contemplated) as set out in the Housing Outcomes Agreement.

The Completion Dates set out above are subject to any amendments agreed pursuant to clause 3.26 of **Part 2** (General Terms) or as may be updated from time to time if



required under **Item 8 of Part 1** (Key Details) and as set out above.

**Part B. Additional Deliverables for IAF Funded Enabling Infrastructure Project(s) Milestones**

The additional deliverables for each IAF Funded Enabling Infrastructure Project(s) Milestone in respect of each IAF Funded Enabling Infrastructure Project are set out below. Evidence of each event or matter or document (as applicable) set out below must be in form and substance, satisfactory to Kāinga Ora (in its sole discretion).

	<b>IAF Funded Enabling Infrastructure Project(s) Milestone</b>	<b>Additional Deliverables for each IAF Funded Enabling Infrastructure Project</b>
1.	<b>Initial Funding Milestone</b>	<p>The additional deliverables for the Initial Funding Milestone (and which are required to be satisfied as part of any Payment Request) for each IAF Funded Enabling Infrastructure Project are:</p> <ul style="list-style-type: none"> <li>• <b>Specific additional requirements:</b> satisfaction by the Recipient of any specific additional requirements set out in <b>Part A</b> above (including as added to or updated pursuant to a Delivery Plan) for the IAF Funded Enabling Infrastructure Project on a basis acceptable to Kāinga Ora, acting reasonably;</li> <li>• <b>Territorial Authority Funding:</b> confirmation that the Territorial Authority Funding required for Stage 2 (Pre-Implementation), Stage 3 (Implementation) and Practical Completion (in each case, as applicable) for the IAF Funded Enabling Infrastructure Project is available to the Recipient;</li> <li>• <b>Developer(s)/Landowner(s) Funding:</b> confirmation that the Developer(s)/Landowner(s) Funding for Stage 2 (Pre-Implementation), Stage 3 (Implementation) and Practical Completion (in each case, as applicable) for the IAF Funded Enabling Infrastructure Project is available to the Recipient, and evidence of how these costs will be paid, such as by a commitment letter (or similar) confirming that such funds are/will be available to the Recipient;</li> <li>• <b>Other Funding:</b> confirmation the Other Funding (if any) for the IAF Funded Enabling Infrastructure Project is available to the Recipient and evidence of how this will be paid to the Recipient;</li> <li>• <b>Budget:</b> a Budget for the IAF Funded Enabling Infrastructure Project, including details of how any Cost overruns or funding shortfalls are to be met;</li> <li>• <b>Programme:</b> a deliverables programme for the IAF Funded Enabling Infrastructure Project;</li> <li>• <b>Land Acquisition:</b> evidence of any required land acquisition or that land will be acquired with the proceeds of the relevant payment of IAF Funding for Stage 2 (Pre-Implementation) for the IAF Funded Enabling Infrastructure Project;</li> <li>• <b>Delivery confirmation:</b> confirmation from the Chief Executive that Stage 1 (Early), Stage 2 (Pre-Implementation), Stage 3 (Implementation) and Practical Completion (in each case, as applicable) of the IAF Funded Enabling Infrastructure Project can</li> </ul>

	IAF Funded Enabling Infrastructure Project(s) Milestone	Additional Deliverables for each IAF Funded Enabling Infrastructure Project
		<p>be delivered within the current Budget or evidence that all cost overruns and funding shortfalls can be funded or financed and the Funding Balances are secured and available to, and committed by, the Recipient; and</p> <ul style="list-style-type: none"> <li>• <b>Other:</b> provision of any other document, assurance or information as is required by Kāinga Ora.</li> </ul>
2.	<b>Pre-Implementation Funding Milestone</b>	<p>The additional deliverables for the Pre-Implementation Funding Milestone (and which are required to be satisfied as part of any Payment Request) for each IAF Funded Enabling Infrastructure Project are:</p> <ul style="list-style-type: none"> <li>• <b>Initial Funding Milestone:</b> satisfaction by the Recipient of the Initial Funding Milestone for the IAF Funded Enabling Infrastructure Project;</li> <li>• <b>Specific additional requirements:</b> satisfaction by the Recipient of any specific additional requirements set out in <b>Part A</b> above (including as added to or updated pursuant to a Delivery Plan) for the IAF Funded Enabling Infrastructure Project (e.g. an update to a Housing Outcomes Agreement(s)) on a basis acceptable to Kāinga Ora, acting reasonably;</li> <li>• <b>Territorial Authority Funding:</b> confirmation that the Territorial Authority Funding required for Stage 3 (Implementation) and Practical Completion (in each case, as applicable) is available to the Recipient for the IAF Funded Enabling Infrastructure Project;</li> <li>• <b>Developer(s)/Landowner(s) Funding:</b> confirmation that the Developer(s)/Landowner(s) Funding for Stage 2 (Pre-Implementation), Stage 3 (Implementation) and Practical Completion (in each case, as applicable) for the IAF Funded Enabling Infrastructure Project is available to the Recipient for the IAF Funded Enabling Infrastructure Project;</li> <li>• <b>Other Funding:</b> confirmation the Other Funding (if any) for the IAF Funded Enabling Infrastructure Project is available to the Recipient for Stage 2 (Pre-Implementation), Stage 3 (Implementation) and Practical Completion (in each case, as applicable), and evidence of how this will be paid to the Recipient;</li> <li>• <b>Updated Budget:</b> an updated Budget for the IAF Funded Enabling Infrastructure Project, including details of how any Cost overruns or funding shortfalls are to be met;</li> <li>• <b>Updated Programme:</b> an updated deliverables programme for the IAF Funded Enabling Infrastructure Project;</li> <li>• <b>Delivery confirmation:</b> confirmation from the Chief Executive that Stage 2 (Pre-Implementation), Stage 3 (Implementation) and Practical Completion of the IAF Funded Enabling Infrastructure Project can be delivered within the current Budget or evidence that any Costs exceeding the current Budget can be funded or financed;</li> </ul>

	IAF Funded Enabling Infrastructure Project(s) Milestone	Additional Deliverables for each IAF Funded Enabling Infrastructure Project
		<ul style="list-style-type: none"> <li>• <b>Procurement:</b> confirmation by the Recipient that the procurement of the IAF Funded Enabling Infrastructure Project has been completed in accordance with clause 3.5(e) of <b>Part 2</b> (General Terms);</li> <li>• <b>Insurance:</b> evidence of applicable insurance for the IAF Funded Enabling Infrastructure Project; and</li> <li>• <b>Other:</b> provision of any other document, assurance or information as is required by Kāinga Ora.</li> </ul>
3.	<b>Construction Works Funding Milestone</b>	<p>The additional deliverables for the Construction Works Funding Milestone (and which are required to be satisfied as part of any Payment Request) for the IAF Funded Enabling Infrastructure Project are:</p> <ul style="list-style-type: none"> <li>• <b>Pre-Implementation Funding Milestone:</b> satisfaction by the Recipient of the Pre-Implementation Funding Milestone for the IAF Funded Enabling Infrastructure Project;</li> <li>• <b>Specific additional requirements:</b> satisfaction by the Recipient of any specific additional requirements set out in <b>Part A</b> above (including as added to or updated pursuant to a Delivery Plan) for the IAF Funded Enabling Infrastructure Project (e.g., update to a Housing Outcomes Agreement(s)) on a basis acceptable to Kāinga Ora, acting reasonably;</li> <li>• <b>Funding availability:</b> confirmation that the Known Co-Funding required for Stage 3 (Implementation) and Practical Completion (in each case, as applicable) remains available to the Recipient for the IAF Funded Enabling Infrastructure Project;</li> <li>• <b>Construction Contracts:</b> contracts for the construction and delivery of the IAF Funded Enabling Infrastructure Project have been entered into by the relevant contractor(s), with the following to be approved by Kāinga Ora in its reasonable discretion: <ul style="list-style-type: none"> <li>○ the identity of the Head Contractor(s); and</li> <li>○ the Construction Contract(s) entered into with such Head Contractor(s);</li> </ul> </li> <li>• <b>Engineer to Contract:</b> evidence of the appointment of a suitable Engineer to Contract for the IAF Funded Enabling Infrastructure Project;</li> <li>• <b>Updated Budget:</b> an updated Budget for the IAF Funded Enabling Infrastructure Project, including details of how any Cost overruns or funding shortfalls are to be met;</li> <li>• <b>Updated Programme:</b> an updated deliverables programme for the for the IAF Funded Enabling Infrastructure Project; and</li> <li>• <b>Other:</b> provision of any other document, assurance or information as is required by Kāinga Ora.</li> </ul>

	IAF Funded Enabling Infrastructure Project(s) Milestone	Additional Deliverables for each IAF Funded Enabling Infrastructure Project
4.	<b>Practical Completion Funding Milestone</b>	<p>The additional deliverables for the Practical Completion milestone (and which are required to be satisfied as part of any Payment Request) for the IAF Funded Enabling Infrastructure Project are:</p> <ul style="list-style-type: none"> <li>• <b>Construction Works Funding Milestone:</b> satisfaction by the Recipient of the Construction Works Funding Milestone for the IAF Funded Enabling Infrastructure Project;</li> <li>• <b>Specific additional requirements:</b> satisfaction by the Recipient of any specific additional requirements set out in <b>Part A</b> above (including as added to or updated pursuant to a Delivery Plan) for the IAF Funded Enabling Infrastructure Project (e.g., satisfaction of Housing Delivery Milestone or an update to a Housing Outcomes Agreement(s)) on a basis acceptable to Kāinga Ora, acting reasonably;</li> <li>• <b>Certification:</b> certification by the Engineer to Contract that Practical Completion has been achieved in respect of the IAF Funded Enabling Infrastructure Project; and</li> <li>• <b>Other:</b> provision of any other document, assurance or information as is required by Kāinga Ora.</li> </ul>

**Part C: Non-IAF Funded Enabling Infrastructure Project(s) Milestones**

The Non-IAF Funded Enabling Infrastructure Project(s) Milestones in respect of each Enabling Infrastructure Project(s) described in in Table 6.1 (Item 6 of Part 1 (Key Details)) (but not including the IAF Funded Enabling Infrastructure Project(s)) are set out below. Evidence of each event or matter or document (as applicable) set out below must be in form and substance, satisfactory to Kāinga Ora (in its sole discretion).

	Non-IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	Non-IAF Funded Enabling Infrastructure Project(s) Milestones	Specific Additional Milestones	
				Update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Other specific conditions to be satisfied
<b>IP 4 - Transport Project – Northern corridor bypass road (#1)</b>					
1.	<b>Stage 1 (Early)</b>	November 2022	<p>The following feasibility activities in relation to the Transport Project – Northern corridor bypass road (#1) are completed:</p> <ul style="list-style-type: none"> <li>• Consultation with Council;</li> <li>• Concept roading alignment; and</li> <li>• Consultation with other landowners.</li> </ul>	Yes – update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) for the Transport Project – Northern corridor bypass road (#1) to be agreed by way of a Delivery Plan also required to satisfy this milestone	Land purchase agreements with other landowners where applicable
		To be confirmed by way of agreed Delivery Plan	<p>To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.</p> <p>The following design, consenting and tendering activities in relation to the Transport Project – Northern corridor bypass road (#1) are completed:</p> <ul style="list-style-type: none"> <li>• Detailed design;</li> <li>• Obtain all required consents;</li> <li>• Consult with Council to obtain engineering approval;</li> </ul>	N/A	N/A

	Non-IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	Non-IAF Funded Enabling Infrastructure Project(s) Milestones	Specific Additional Milestones	
				Update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Other specific conditions to be satisfied
			<ul style="list-style-type: none"> <li>• Tendering civil works; and</li> <li>• Consultation with other landowners.</li> </ul>		
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	<p>To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.</p> <p>The following design, consenting and tendering activities in relation to the Transport Project – Northern corridor bypass road (#1) are completed:</p> <ul style="list-style-type: none"> <li>• award tender; and</li> <li>• obtain engineering approval and all required consents from relevant authorities.</li> </ul>	N/A	N/A
		To be confirmed by way of agreed Delivery Plan	<p>To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.</p> <p>The following design, consenting and tendering activities in relation to the Transport Project – Northern corridor bypass road (#1) are completed:</p> <ul style="list-style-type: none"> <li>• Contractor site establishment.</li> </ul>	N/A	N/A
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone	N/A	N/A

	Non-IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	Non-IAF Funded Enabling Infrastructure Project(s) Milestones	Specific Additional Milestones	
				Update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Other specific conditions to be satisfied
		Delivery Plan	above.  The following construction activities in relation to the Transport Project – Northern corridor bypass road (#1) are completed: <ul style="list-style-type: none"> <li>physical works have commenced.</li> </ul>		
		To be confirmed by way of agreed Delivery Plan	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.	N/A	N/A
4.	<b>Practical Completion</b>	To be confirmed by way of agreed Delivery Plan  December 2024	Practical Completion has been achieved in relation to the Transport Project – Northern corridor bypass road (#1) such that it is completed to the design parameters and is ready for use and/or operations.	N/A	N/A
<b>IP 8 - Transport Project – Northern corridor bypass road (#2)</b>					
1.	<b>Stage 1 (Early)</b>	June 2024	The following feasibility activities in relation to the Transport Project – Northern corridor bypass road (#2) are completed: <ul style="list-style-type: none"> <li>Consultation with Council;</li> <li>Concept roading alignment; and</li> <li>Consultation with other landowners.</li> </ul>	Yes – update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) for the Transport Project – Northern corridor bypass road (#2) to be agreed by way of a Delivery Plan also required to satisfy this milestone	Land purchase agreements with other landowners where applicable
		To be confirmed by way of agreed	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone	N/A	N/A



	Non-IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	Non-IAF Funded Enabling Infrastructure Project(s) Milestones	Specific Additional Milestones	
				Update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Other specific conditions to be satisfied
		Delivery Plan	<p>above.</p> <p>The following design, consenting and tendering activities in relation to the Transport Project – Northern corridor bypass road (#2) are completed:</p> <ul style="list-style-type: none"> <li>• Detailed design;</li> <li>• Obtain all required consents;</li> <li>• Consult with Council to obtain engineering approval;</li> <li>• Tendering civil works; and</li> <li>• Consultation with other landowners.</li> </ul>		
2.	<b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan	<p>To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.</p> <p>The following design, consenting and tendering activities in relation to the Transport Project – Northern corridor bypass road (#2) are completed:</p> <ul style="list-style-type: none"> <li>• award tender; and</li> <li>• obtain engineering approval and all required consents from relevant authorities.</li> </ul>	N/A	N/A

	Non-IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	Non-IAF Funded Enabling Infrastructure Project(s) Milestones	Specific Additional Milestones	
				Update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Other specific conditions to be satisfied
		To be confirmed by way of agreed Delivery Plan	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.  The following design, consenting and tendering activities in relation to the Transport Project – Northern corridor bypass road (#2) are completed: <ul style="list-style-type: none"> <li>Contractor site establishment.</li> </ul>	N/A	N/A
3.	<b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.  The following construction activities in relation to the Transport Project – Northern corridor bypass road (#2) are completed: <ul style="list-style-type: none"> <li>physical works have commenced.</li> </ul>	N/A	N/A
		To be confirmed by way of agreed Delivery Plan	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.	N/A	N/A
4.	<b>Practical Completion</b>	To be confirmed by way of agreed Delivery Plan	Practical Completion has been achieved in relation to the Transport Project – Northern corridor bypass road (#2), such that it is completed to the design parameters and is	N/A	N/A

	Non-IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	Non-IAF Funded Enabling Infrastructure Project(s) Milestones	Specific Additional Milestones	
				Update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Other specific conditions to be satisfied
		December 2026	ready for use and/or operations.		

The Non-IAF Funded Enabling Infrastructure Project(s) Milestones set out above are subject to updates from time to time if required under **Item 8 of Part 1** (Key Details). Where any Completion Dates for the Non-IAF Funded Enabling Infrastructure Project Milestones are updated, the Recipient must, in accordance with **Item 11 of Part 1** (Key Details), ensure that the updated Completion Dates are consistent with the milestone completion dates applicable to the Housing Development (as set out in the Housing Outcomes Agreement(s)) so as to enable the Developer to deliver the total number of dwellings to be Completed (and in the years contemplated) as set out in the Housing Outcomes Agreement.

The Completion Dates set out above are subject to any amendments agreed pursuant to clause 3.26 of **Part 2** (General Terms) or as may be updated from time to time if required under **Item 8 of Part 1** (Key Details) and as set out above.

### Schedule 3: Payment Request

Each Payment Request for each IAF Funded Enabling Infrastructure Project must include the following information (each Payment Request and the evidence of each event or matter or documents (as applicable) being, in form and substance, satisfactory to Kāinga Ora in its sole discretion):

- a. the amount of IAF Funding requested, which must not exceed the applicable Maximum IAF Funding Payment Milestone set out in **Part A of Schedule 2**;
- b. confirmation that the Recipient can pay all IAF Funded Enabling Infrastructure Project Costs as and when they fall due;
- c. all cost overruns and funding shortfalls in respect of the relevant IAF Funded Enabling Infrastructure Project can be funded or financed and the required Funding Balances are secured and available to, and committed by, the Recipient;
- d. confirmation that the Recipient has applied the instalment of Known Co-Funding and Other Funding (if any) by the Completion Date for the relevant IAF Funded Enabling Infrastructure Project Milestone set out in **Part A of Schedule 2**, in accordance with clause 2.1(a)ii of **Part 2 (General Terms)**;
- e. certification (in a format to be agreed between Kāinga Ora and the Recipient) during Stage 3 (Implementation) of the relevant IAF Funded Enabling Infrastructure Project, signed by the Engineer to Contract (and prior to Stage 3 (Implementation), signed by the Chief Executive, or their authorised delegate):
  - i. of progress against the IAF Funded Enabling Infrastructure Project Milestones for the relevant IAF Funded Enabling Infrastructure Project and the deliverables programme, including details of any material projected delay;
  - ii. of the amount of Costs incurred by the Recipient in respect of the relevant IAF Funded Enabling Infrastructure Project, including in respect of the IAF Funded Enabling Infrastructure Project Milestone to which the Payment Request relates (and confirmation that the applicable IAF Funded Enabling Infrastructure Project Milestone has been satisfied by the applicable Completion Date and that the Eligible Costs relating to the applicable IAF Funded Enabling Infrastructure Project Milestones have been paid or are due and payable to the Recipient's contractors to the relevant IAF Funded Enabling Infrastructure Project)<sup>1</sup>;
  - iii. of any material variations to the Construction Contract(s) in respect of the relevant IAF Funded Enabling Infrastructure Project;
  - iv. that the Cost to Complete Test is met as at the date of the certification, that the Cost to Complete Test was met as at the last date of the previous quarter and that the Cost to Complete Test is expected to be met at all times until Practical Completion (including confirmation that the Territorial Authority Funding, Developer(s)/Landowner(s) Funding and Other Funding required for the relevant IAF Funded Enabling Infrastructure Project is available to the Recipient);
  - v. of the forecasted Cost to Complete the IAF Funded Enabling Infrastructure Project; and
  - vi. that, as at the date of the certification, the Time to Complete Test is met;
- f. evidence of satisfaction of the deliverables and additional deliverables applicable to the IAF Funded Enabling Infrastructure Project(s) Milestones set out in **Part A and Part B of Schedule 2**;

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<sup>1</sup> Note that a Payment Request may be for Eligible Costs that are due and payable, as well as being for reimbursements for Eligible Costs already paid by the Recipient.

- g. if the Payment Request includes a GST component, a valid GST invoice complying with the Goods and Services Tax Act 1985;
- h. confirmation that no Termination Event is subsisting, that it is not in breach of its obligations under clause 2 of **Part 2** (General Terms) and that each of the warranties under clause 6 of **Part 2** (General Terms) of this Agreement are correct as at the date of the Payment Request; and
- i. any other information required by Kāinga Ora.

## Schedule 4: Reporting

### Monthly Reports

Each **monthly report** must include the following information in respect of each Enabling Infrastructure Project, in the reporting format specified by Kāinga Ora:

- (a) description and analysis of actual progress of delivery of the Enabling Infrastructure Project against planned progress, including progress against the Enabling Infrastructure Project Milestones, the relevant Completion Date for the Practical Completion Funding Milestone specified in **Part A of Schedule 2** and the relevant Completion Dates specified in **Part C of Schedule 2**;
- (b) Eligible Costs incurred in the prior month, against the Budget for the month;
- (c) a summary of total Enabling Infrastructure Project Costs incurred to date, actual against budgeted;
- (d) a summary of forecast Enabling Infrastructure Project Costs to the next Enabling Infrastructure Project Milestone;
- (e) estimated Cost to Complete, and in respect of the final monthly report, all Costs at Practical Completion for the Enabling Infrastructure Project;
- (f) progress on obtaining any necessary consents for the Enabling Infrastructure Project;
- (g) any material risks and/or issues arising or expected to arise in relation to the Enabling Infrastructure Project and/or the Housing Development, the Enabling Infrastructure Project Costs or performance of this Agreement, including detail of any issues notified to Kāinga Ora in accordance with clause 3.16 of **Part 2** (General Terms);
- (h) actual or proposed mitigations to remedy any risks/issues identified under (g) above; and
- (i) any other information that is requested by Kāinga Ora in writing to the Recipient.

### Quarterly Reports

Each **quarterly report** must be signed by the Chief Executive of the Recipient and must include the following information, in the reporting format specified by Kāinga Ora:

- (a) in respect of each Enabling Infrastructure Project:
  - confirmation that there has been no material change in the scope of the Enabling Infrastructure Project or the Housing Development as described in **Schedule 1** other than where this Agreement specifically requires that the parties agree updates to the Enabling Infrastructure Project Milestones or where the requirements of clause 3.1 of **Part 2** (General Terms) have been satisfied, and the Enabling Infrastructure Project and the Housing Development are still expected to deliver the Housing Outcomes and all of the deliverables as set out in **Schedule 2**;
  - reporting in relation to the progress and status of the Housing Development and the delivery of the Housing Outcomes; and
  - an update on media, marketing and communication activities for the Enabling Infrastructure Project(s);
- (b) to the extent the Recipient is required to actively promote the Housing Development opportunity to prospective Developers under Item 4 of **Part 1** (if applicable), a summary of such promotional activities undertaken by the Recipient in the previous quarter; and
- (c) any other information that is requested by Kāinga Ora in writing to the Recipient.

### Total Dwellings Enabled Report

The **total dwellings enabled report** must be signed by the Chief Executive of the Recipient and must include the following information in the reporting format specified by Kāinga Ora:

- (a) the total number of dwellings enabled following the completion of all Enabling Infrastructure Project(s); and

- (b) any other information that is requested by Kāinga Ora in writing to the Recipient.

**Schedule 5: Dwellings Completed in each year**

This **Schedule 5** sets out the type and total number of dwellings (to be Completed in aggregate in respect of the Housing Development) in each year.

		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035 onwards	Total
1.	<b>Public housing dwellings</b>	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
2.	<b>Papakāinga dwellings</b>	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
3.	<b>Lower-cost dwellings</b>	Nil	12	80	97	94	76	112	100	80	44	15	Nil	Nil	Nil	710
4.	<b>Other dwellings</b>	Nil	13	65	80	76	62	92	82	66	36	18	Nil	Nil	Nil	590
5.	<b>Total</b>	Nil	25	145	177	170	138	204	182	146	80	33	Nil	Nil	Nil	1,300