

ATTACHMENTS

Extraordinary Council Meeting

14 April 2020

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Ordinary Council Meeting Minutes

25 February 2020

**TAUPŌ DISTRICT COUNCIL
MINUTES OF THE ORDINARY COUNCIL MEETING
HELD AT THE COUNCIL CHAMBER, 107 HEUHEU STREET, TAUPŌ
ON TUESDAY, 25 FEBRUARY 2020 AT 1.00PM**

PRESENT: Mayor David Trewavas (in the Chair), Cr John Boddy, Cr Kathy Guy, Cr Kylie Leonard, Cr John Mack, Cr Anna Park, Cr Christine Rankin, Cr Kevin Taylor, Cr Yvonne Westerman, Cr John Williamson

IN ATTENDANCE: Chief Executive, Head of Finance and Strategy, Head of Regulatory and Risk, Head of Economic Development and Business Transformation, Head of Operations, Head of Communications and Customer Relations, Head of Community, Culture and Heritage, Head of Democracy, Governance and Venues, Infrastructure Manager, Asset Manager Water and Waste, Asset Manager Transportation, Senior Engineering Officer, Senior Monitoring and Compliance Officer, Senior Reserves Planner, Policy Manager, Policy Advisors, Team Leader Communications, Building Project Manager, Democratic Services Officer

MEDIA AND PUBLIC: Four members of the public
Taupō Times
Taupō and Turangi Weekender

1 APOLOGIES

TDC202002/01 RESOLUTION

Moved: Cr Anna Park
Seconded: Cr Yvonne Westerman

That the apologies received from Crs Tangonui Kingi and Kirsty Trueman be accepted.

CARRIED

2 CONFLICTS OF INTEREST

Nil

3 CONFIRMATION OF MINUTES

3.1 ORDINARY COUNCIL MEETING - 30 JANUARY 2020

The minutes were amended in the following manner:

- All references to "Oruanui Street" in item 5.5 were replaced with the correct address "Oruanui Road".
- Item 5.10, amend narration by deleting reference to 'softening' the wording of proposed Code of Conduct clause 7.2, and replacing with the words 'amended to align with statutory obligations'.

TDC202002/02 RESOLUTION

Moved: Cr Kathy Guy
Seconded: Cr Christine Rankin

That the minutes of the Council meeting held on Thursday 30 January 2020 be confirmed as a true and correct record, as amended.

CARRIED

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4 RECEIPT OF MINUTES**4.1 ORDINARY TURANGI/TONGARIRO COMMUNITY BOARD MEETING - 5 FEBRUARY 2020****TDC202002/03 RESOLUTION**

Moved: Cr John Mack
Seconded: Cr Kylie Leonard

That Council receives the minutes of the Turangi/Tongariro Community Board meeting held on Wednesday 5 February 2020.

CARRIED**4.2 ORDINARY MANGAKINO/POUAKANI REPRESENTATIVE GROUP MEETING - 11 FEBRUARY 2020****TDC202002/04 RESOLUTION**

Moved: Cr Yvonne Westerman
Seconded: Cr Kylie Leonard

That Council receives the minutes of the Mangakino/Pouakani Representative Group meeting held on Tuesday 11 February 2020.

CARRIED**5 POLICY AND DECISION MAKING****5.1 DELEGATION OF AUTHORITY TO CHIEF EXECUTIVE AND MAYOR FOR ACCEPTANCE OF TENDER CONTRACT TDC/1819/272 MIRO STREET, TAUPŌ REHABILITATION**

The Infrastructure Manager advised that four tenders had been received and the contract would be able to be approved at a price within the engineer's estimate and within budget.

In answer to a question, the Infrastructure Manager advised that pavement depth and materials were determined by estimated activity over the life of the pavement.

TDC202002/05 RESOLUTION

Moved: Cr Kevin Taylor
Seconded: Cr Kylie Leonard

That Council delegates authority to the Chief Executive and Mayor to award the Tender for Contract TDC/1819/272 for Miro Street, Taupō Rehabilitation once tender evaluation is completed and authorises His Worship the Mayor and the Chief Executive to sign the Contract Document(s) and attach the Council's Common Seal to them.

CARRIED**5.2 CONTRACT TDC/1920/311 - MANGAKINO SEWER RELINING 2020-21**

The Asset Manager Water and Waste answered questions of clarification.

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TDC202002/06 RESOLUTION

Moved: Cr John Boddy
Seconded: Cr Kevin Taylor

That Council accepts the Tender for Contract TDC/1920/311 for Mangakino Sewer Relining submitted by Interflow (NZ) Limited for the sum of \$1,603,955.84 [excl. GST] and authorises His Worship the Mayor and the Chief Executive to sign the Contract Document(s) and attach the Council's Common Seal to them.

CARRIED**5.3 KIDDLE DRIVE / NAPIER ROAD / ARROWSMITH AVENUE INTERSECTION**

An addendum to the Stantec report had been separately circulated (A2645777).

The Chief Executive, the Asset Manager Transportation and the Senior Engineering Officer answered questions and the following points were noted:

- Prior to the recent intersection upgrade, New Zealand Transport Agency (NZTA) and their consultants undertook a safety audit and identified a number of recommendations. A roundabout was one of the recommendations, however NZTA funding did not cover a roundabout.
- Earlier roundabout designs were based on a state highway setting, not a local road setting – i.e. different solutions for a different environment.
- Council had included funding for a future roundabout in the Long-term Plan in case the current layout (fully funded by NZTA) did not work.
- Estimates provided by Stantec were concept level estimates, not detailed design estimates.
- NZTA funding may be available if Council decides to implement a new solution for the intersection.
- A public workshop would be held the following week to consider different intersection treatment options.

TDC202002/07 RESOLUTION

Moved: Cr Anna Park
Seconded: Cr Kathy Guy

1. That Council approves unbudgeted expenditure of \$80,000 [GST exclusive] to begin detailed design and investigation for the appropriate solution AND to put a further \$1,720,000 [GST exclusive] in the 2020/21 Annual Plan for the completion of the design and construction of Kiddle Drive/Napier Road/Arrowsmith Avenue intersection.
2. That council directs council staff to explore all opportunities with NZTA for co-funding of the preferred solution.

CARRIED**5.4 LABORATORY AND SAMPLING SERVICES CONTRACT**

The Senior Monitoring and Compliance Officer answered questions and the following points were noted:

- The existing supplier had been advised they were not the preferred tenderer.
- The contract term was five years (plus two two-year rights of renewal) because the contractors were committed to operating a local laboratory. Anything shorter would have impacted quality of service.
- Contract Key Performance Indicators were monitored closely by Council staff.
- Algal monitoring was specialised and samples had to be sent out of Taupō for testing. Eurofins-ELS had an extensive network and would ensure all samples were sent to the correct place. The bulk of testing would be managed locally, including drinking water and wastewater overflow testing.

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- The contract did not currently include testing for methamphetamines.

The Head of Operations added that Taupō district was part of a nationwide study of methamphetamine use and the results would be shared with elected members once available.

His Worship the Mayor advised that he would send a letter of thanks to the existing supplier.

TDC202002/08 RESOLUTION

Moved: Cr Kevin Taylor

Seconded: Cr John Williamson

That Council accepts the Proposal for Contract TDC/1920/300 for Laboratory and Sampling Services submitted by Eurofins-ELS Ltd for the sum of \$2,941,076.57 [excl. GST] and authorises His Worship the Mayor and the Chief Executive to sign the Contract Document(s) and attach the Council's Common Seal to them.

CARRIED**5.5 LICENCE TO OCCUPY - FLY-LINE AT HIPAPATUA RESERVE**

In answer to questions, the Senior Reserves Planner advised that:

- Officers would go through a 'lessons learnt' exercise in relation to the Fly-line application.
- There was no need to ask the applicant to rectify any damage to the reserve, as work done was not extensive and had made it easier for Council's operations team to undertake maintenance activities.

TDC202002/09 RESOLUTION

Moved: Cr Kylie Leonard

Seconded: Cr Kevin Taylor

1. That Council revokes resolution **TDC201904/13** which consents to grant a licence to occupy to 4nature Limited for 10 years for the purposes of carrying out a Fly-Line and Café activity at Hipapatua Reserve.
2. That Council declines the application from 4nature for the purposes of carrying out a Fly-Line and Café activity at Hipapatua Reserve.

CARRIED**5.6 CONFIRMATION OF CIVIC BUILDING DESIGN SCOPE - CAFÉ AND BUS FACILITIES****TDC202002/10 RESOLUTION**

Moved: Cr Christine Rankin

Seconded: Cr Kathy Guy

That Council confirms that the design scope for the new civic building will not include a café or bus facilities.

CARRIED

Note: Cr John Boddy abstained from voting on resolution TDC202002/10 above.

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5.7 ADOPTION OF THE 2019-22 TRIENNIAL AGREEMENT WITH HAWKES' BAY REGIONAL COUNCIL**TDC202002/11 RESOLUTION**

Moved: Cr Anna Park

Seconded: Cr Kathy Guy

That Council adopts the Triennial Agreement for the Hawke's Bay region as a non- primary signatory.

CARRIED**5.8 COUNCIL'S JANUARY PERFORMANCE REPORT**

The Chief Executive introduced the report and heads of department summarised their respective sections and answered questions of clarification.

TDC202002/12 RESOLUTION

Moved: Cr Yvonne Westerman

Seconded: Cr Anna Park

That Council notes the information contained in the Council Performance report for the month of January 2020.

CARRIED**5.9 PROPOSED AMENDMENT TO MANGAKINO/POUAKANI REPRESENTATIVE GROUP TERMS OF REFERENCE****TDC202002/13 RESOLUTION**

Moved: Cr Yvonne Westerman

Seconded: Cr John Williamson

That Council adopts the amended Terms of Reference for the Mangakino/Pouākani Representative Group to increase the membership to include one Māori representative, noting that this will be in addition to one Marae representative.

CARRIED**5.10 ADOPTION OF TAUPŌ DISTRICT COUNCIL LOCAL GOVERNANCE STATEMENT 2019-2022 TRIENNium****TDC202002/14 RESOLUTION**

Moved: Cr John Boddy

Seconded: Cr Kathy Guy

That Council adopts the draft Taupō District Council Local Governance Statement for the 2019 – 2022 Triennium [A2578226]

CARRIED

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5.11 COUNCIL ENGAGEMENTS MARCH 2020; APPOINTMENT TO RISK & ASSURANCE COMMITTEE; AND CONFERENCE OPPORTUNITIES

No one was able to attend the Zone 2 meeting in Tauranga on 28 February 2020, so an apology would be sent.

Members decided not to send anyone to the Sister Cities New Zealand Conference being held in Ashburton on 30 April – 2 May 2020.

It was also decided that Cr Kathy Guy would be appointed to the Risk and Assurance Committee for the remainder of the Triennium.

TDC202002/15 RESOLUTION

Moved: Cr Kylie Leonard

Seconded: Cr Kevin Taylor

1. That Council receives the information relating to engagements for March 2020.
2. That Council appoints Cr Kathy Guy to the Risk and Assurance Committee for the remainder of the 2019-22 Triennium.

CARRIED**5.12 MEMBERS' REPORTS**

The following reports were received from members:

Cr John Boddy advised that an area of concern for Access Taupō was the illegal use of disability car parking, particularly in supermarket car parks, and he sought support for raising awareness of the issue.

Cr Christine Rankin provided an update on the destination management plan process.

Cr Kathy Guy reported back on an Enterprise Great Lake Taupō (EGLT) / BERL workshop she had attended. EGLT would present the findings to Council in due course.

TDC202002/16 RESOLUTION

Moved: Cr Yvonne Westerman

Seconded: Cr Kathy Guy

That Council receives the reports from members.

CARRIED**6 CONFIDENTIAL BUSINESS****TDC202002/17 RESOLUTION**

Moved: Cr Anna Park

Seconded: Cr Kathy Guy

RESOLUTION TO EXCLUDE THE PUBLIC

I move that the public be excluded from the following parts of the proceedings of this meeting.

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

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General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under Section 48(1) for the passing of this resolution
Agenda Item No: 6.1 Confirmation of Confidential Portion of Ordinary Council Minutes - 30 January 2020	Section 7(2)(g) - the withholding of the information is necessary to maintain legal professional privilege Section 7(2)(h) - the withholding of the information is necessary to enable [the Council] to carry out, without prejudice or disadvantage, commercial activities Section 7(2)(i) - the withholding of the information is necessary to enable [the Council] to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	Section 48(1)(a)(i)- the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 7
Agenda Item No: 6.2 Appointment of Community Representatives to the Taupo East Rural Representative Group	Section 7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons	Section 48(1)(a)(i)- the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 7

CARRIED

The meeting closed at 2.43pm.

The minutes of this meeting were confirmed at the extraordinary Council meeting held on 14 April 2020.

.....
 CHAIRPERSON

Confidential Council Meeting Minutes

25 February 2020

**TAUPŌ DISTRICT COUNCIL
MINUTES OF THE CONFIDENTIAL COUNCIL MEETING
HELD AT THE COUNCIL CHAMBER, 107 HEUHEU STREET, TAUPŌ
ON TUESDAY, 25 FEBRUARY 2020 AT 1.00PM**

PRESENT: Mayor David Trewavas (in the Chair), Cr John Boddy, Cr Kathy Guy, Cr Kylie Leonard, Cr John Mack, Cr Anna Park, Cr Christine Rankin, Cr Kevin Taylor, Cr Yvonne Westerman, Cr John Williamson

IN ATTENDANCE: Chief Executive, Head of Finance and Strategy, Head of Regulatory and Risk, Head of Economic Development and Business Transformation, Head of Operations, Head of Communications and Customer Relations, Head of Community, Culture and Heritage, Head of Democracy, Governance and Venues, Team Leader Communications, Democratic Services Officer

MEDIA AND PUBLIC: Nil

Note: Crs Tangonui Kingi and Kirsty Trueman were not present at the meeting.

CONFIDENTIAL BUSINESS

6.1 CONFIRMATION OF CONFIDENTIAL PORTION OF ORDINARY COUNCIL MINUTES - 30 JANUARY 2020

TDC202002/C01 RESOLUTION

Moved: Cr Kevin Taylor

Seconded: Cr John Williamson

That the confidential portion of the minutes of the Council meeting held on Thursday 30 January 2020 be confirmed as a true and correct record.

CARRIED

6.2 APPOINTMENT OF COMMUNITY REPRESENTATIVES TO THE TAUPŌ EAST RURAL REPRESENTATIVE GROUP

Members decided to appoint Mr Richard Webber and Mr Patrick Hart to the Taupō East Rural Representative Group.

In answer to a question, the Head of Democracy, Governance & Venues advised that appointment of Marae and Māori representatives to the Mangakino/Pouakani Representative Group would be an item on the March Council meeting agenda.

TDC202002/C02 RESOLUTION

Moved: Cr Kylie Leonard

Seconded: Cr Anna Park

1. That Council appoints Mr Richard Webber and Mr Patrick Hart Community representatives to the Taupō East Rural Representative Group.
2. That resolution the above be released from confidence once applicants have been advised of the outcome.

CARRIED

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Confidential Council Meeting Minutes

25 February 2020

The meeting closed at 2.43pm.

The minutes of this meeting were confirmed at the confidential extraordinary Council meeting held on 14 April 2020.

.....
CHAIRPERSON

Fees and charges

2020/21

All fees and charges include GST except where noted.

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REGULATORY SERVICES**Animal Management**

Dog Control Fees in accordance with section 37 of the Dog Control Act 1996	2019/20	2020/21
Working Dog	\$32.00	\$32.00
Entire Dog Fee (if paid on or before 31 July)	\$90.00	\$90.00
Entire Dog Fee (if paid on or after 1 Aug)	\$110.00	\$110.00
Entire Dog Fee – Responsible Owner	\$65.00	\$65.00
Responsible Owner Application Fee (payable upon initial application ONLY, unless owner circumstances change)	\$32.00	\$32.00
De-sexed Dog Discount (off the full-year registration fee) [not applicable to Working Dogs]	\$10.00	\$10.00
Disability Assist Dog	No Fee	No Fee
Pet Therapy Dog (as approved by Council Officers)	No Fee	No Fee
Dangerous Dog Fee	150% of the applicable Entire Dog Fee	150% of the applicable Entire Dog Fee
Replacement Tag Fee	\$11.00	\$11.00
Dog Control Charges - Other		
Multiple Dog Application Fee for more than Two Dogs (urban area only)	\$105.00	\$105.00

Impounding fees in accordance with section 68 of the Dog Control Act 1996	2019/20	2020/21
Dog – If registered and 1st impounding in any 12 months	\$75.00	\$75.00
Dog – If unregistered or 2nd or more impounding in any 12 months	\$145.00	\$145.00
After Hours Impounding Fee (5pm to 8.30am)	\$145.00	\$145.00
Sustenance and Care Fee (per dog per day in Pound)	\$16.00	\$16.00
Microchip Fee per Dog	\$25.00	\$25.00

Sale of Dog to the Public (including microchipping and registration)	\$105.00 plus desexing cost	\$105.00 plus desexing cost
Sale of Dog to Rescue Agencies	\$37.50	\$37.50

Other animal fees in accordance with section 14 of the Impounding Act 1955	2019/20	2020/21
Impounding Fee	\$75.00	\$75.00
Sustenance (per animal per day)	\$16.00	\$16.00

Building Services

The building fees below are minimum, non-refundable, application fees. Processing applications are charged at an hourly rate, and costs greater than the application fee will be recovered from the applicant.

Building consent	2019/20	2020/2021
Applications for building consents not entered as an online application to cover additional administration costs	\$100.00	\$100.00
Building Consent Authority Administration Fee	\$45.00	\$45.00
Freestanding Fireplace fixed fee (includes one inspection, BCA & CCC application fee)	\$400.00	\$400.00
Demolition/Removal Application (includes one inspection)	\$200.00	\$200.00
Temporary Building Application fixed fee (includes marquees, first inspection, BCA and CCC application fee)	\$450.00	\$450.00
Recovery of building staff time		
Building Management Officer (hourly rate)	\$180.00	\$180.00
Business Support Officers (hourly rate)	\$130.00	\$130.00
Application for exemption from Building Consent (not including BCA fee)	\$150.00	\$150.00
Application to reliven existing consent (after CCC decision)	\$400.00	\$400.00
Amendment to Building Consent (minimum fee and not including BCA fee)	\$150.00	\$150.00
Application for extension of time to start or to complete the project covered by a building consent	\$150.00	\$150.00
Amendment to Building Consent (minimum fee) (Processed URGENTLY) processed within five working days after lodgement has been accepted (not included BCA fee)	\$450.00	\$450.00

Site inspections	2019/20	2020/2021
These are minimum non-refundable application fees (minimum fees). Processing of applications will be charged at an hourly rate. Any cost incurred above the minimum fee will be recovered from the applicant. The actual type and number of inspections required will be assessed during the processing of the building consent and payment for these inspections will be made when uplifting the building consent. This is an estimate only, and the cost of additional inspections will be recovered from the applicant before a Code Compliance Certificate is issued.		
Residential Inspections (45 minutes)	\$130.00	\$130.00
Large building/complex works (60 minutes)	\$180.00	\$180.00
Inspection fee (45 minutes)	\$130.00	\$130.00
After hours inspections (per 30 minutes)	\$220.00	\$220.00
Inspection cancellation fee (cancellations within 24 hours of booked inspection OR works not ready for inspection)	\$130.00	\$130.00
Code Compliance Certificate application fee	\$150.00	\$150.00
Infringements in accordance with the Building Act 2004 Schedule 1 Infringement offences and fees Regulations 2007		
Notice to fix (s164 Building Act 2004)	\$200.00	\$200.00
Failing to comply with the requirement that building work must be carried out in accordance with a building consent (s40)	\$1000.00	\$1000.00
Person who is not a licenced building practitioner carrying restricted building work without supervision of a licenced building practitioner with an appropriate licence (s85(1))	\$750.00	\$750.00
Licenced building practitioner carrying out restricted building work without appropriate licence (s82(2)(a))	\$500.00	\$500.00
Failing to supply Territorial Authority with a building warrant of fitness (s108(5)(aa))	\$250.00	\$250.00
Failing to display a building warrant of fitness when required (s108(5)(a))	\$250.00	\$250.00
Other infringements in accordance with Building Act 2004 Schedule 1 Infringement offences and fees Regulations 2007	As per schedule	As per schedule

Other charges	2019/20	2020/21
Miscellaneous certificates	\$250.00	\$250.00
Certificates of Title and Consent Notices (per certificate)	\$25.00	\$25.00
Change of Use Notification (s114-s115 Building Act 2004)	\$150.00	\$150.00

(plus normal consent fees if additional building work is required to meet compliance)		
Project Information Memorandum (minimum fee)	\$150.00	\$150.00
Council Information Memorandum (minimum fee)	\$150.00	\$150.00
Registration of certificate (s73 Building Act 2004)	Actual costs	Actual costs
Certificate issued under s77 of the Building Act 2004	Actual costs	Actual costs
Building Code Certificates for new/ renewal applications for a On/Off Club licence issued pursuant to section 100(f) of the Sale & Supply of Alcohol Act 2012.	\$130.00	\$130.00
Preparation and Issue of Compliance Schedule (hourly charge)	\$170.00	\$170.00
Amendments to Compliance Schedule (hourly rate)	\$170.00	\$170.00
Building Warrant of Fitness – annual	\$100.00	\$100.00
Building Warrant of Fitness – audit inspection (hourly rate, minimum charge of one hour)	\$170.00	\$170.00
Producer Statements/Engineers' Designs/Specialist Services – Peer reviews external specialist charges	At cost	At cost
Certificates of Acceptance (s96 - 99 Building Act 2004) NOTE: fees associated with processing and inspecting the application is additional to this charge. (not including BCA fee)	\$1,000.00	\$1,000.00
Notification of Existing Building Work/Existing Fire Appliance (per notification)	\$500.00	\$500.00
Certificates for Public Use (s363A Building Act 2004) Processed within 20 working days and Includes one inspection (not including BCA fee)	\$300.00	\$300.00
Urgent Certificate for Public Use (s363A Building Act 2004) Lodged and Granted within 5 working days, unless further information is requested (not including BCA fee)	\$450.00	\$450.00
BRANZ levy (per \$1000 value of work)	\$1.00	\$1.00
Building levy (per \$1000 value of work over \$20,444)	\$2.01	\$1.75 – Please note that this fee is set by the Building Act 2004. It has been reduced because this act has been amended.

Planning Fees

Resource consents (land use), and other Resource Management Act processes (M=minimum fee, F=fixed fee)	2019/20	2020/21
Applications for resource consents not entered as an online application to cover additional administration costs	\$100.00	\$100.00
Notified Applications (M)	\$10,000.00	\$10,000.00
Notified Applications (limited): (M)		
Initial application fee (as per schedule below)	\$1,400.00	\$1,400.00
Limited notified service fee (Section 95B) (M)	\$1,500.00	\$1,500.00
Limited notified hearing fee (M)	\$5,000.00	\$5,000.00
Non-Notified Applications (controlled activities) (M)	\$700.00	\$700.00
Non-Notified Applications – other activities (M)	\$1,400.00	\$1,400.00
Requirement for Designations and Heritage Protection Orders (M)	\$10,000.00	\$10,000.00
Outline Plan Applications (M)	\$500.00	\$500.00
Waiver for a requirement for an outline plan (F)	\$300.00	\$300.00
Extension of time (non-notified) (M)	\$500.00	\$500.00
Cancellation or variation of conditions (non notified) (M)	\$750.00	\$750.00
Certificate of compliance (M)	\$550.00	\$550.00
Existing Use Right Certificate (M)	\$500.00	\$500.00
Compliance Certificates – pursuant to section 100(f) of the Sale & Supply of Alcohol Act 2012 (new or renewal) (F)	\$200.00	\$200.00
Certificate of Compliance – National Environmental Standard (M)	\$500.00	\$500.00
Removal of Building Line restrictions (F)	\$500.00	\$500.00
Review of Development Contribution Charge (M)	\$300.00	\$300.00
Deemed Permitted Boundary activity and marginal/temporary activity charge (F)	\$350.00	\$350.00

Resource consents (subdivision) (M=minimum fee, F=fixed fee)	2019/20	2020/21
Applications for resource consents not entered as an online application to cover additional administration costs	\$100.00	\$100.00

Notified Applications (M)	\$10,000.00	\$10,000.00
Notified Applications (limited): (M)		
Initial application fee (as per schedule below)	\$1,600.00	\$1,600.00
Limited notified service fee (Section 95B)	\$1,500.00	\$1,500.00
Limited notified hearing fee	\$5,000.00	\$5,000.00
Non-Notified Applications (controlled activity) (M)	\$1,200.00	\$1,200.00
Non-Notified Applications (other activities) (M)	\$1,600.00	\$1,600.00
Cross Lease Subdivision and 224(f) approval (M)	\$750.00	\$750.00
Unit title approval for second and subsequent stages (M)	\$500.00	\$500.00
ROW Application & Section 348 signing (F)	\$500.00	\$500.00
Section 226 Certificate (F)	\$500.00	\$500.00
Cancellation or variation of conditions (non notified) (M)	\$1,000.00	\$1,000.00
Cancellation or variation of consent notice (M)	\$1,000.00	\$1,000.00
Each Plan approval certificates (e.g. Sections 221, 223, 224, 232, 240, 241, 243, 5(1) g, 321.) (M)	\$200.00 per certificate	\$200.00 per certificate
4 lots or more Each Plan approval certificate (e.g. Sections, 223, 224(c) (M)	\$400.00 per certificate	\$400.00 per certificate
Combined Land use and Subdivision (M)	\$1,600.00	\$1,600.00
Application for road naming for new public/private roads	\$400.00	\$400.00

Monitoring/recovery rates	2019/20	2020/21
Fee payable on each consent with conditions (on approval), further inspections/actions at cost	\$170.00	\$170.00
Infringement for failing to comply with District Plan or Resource Consent conditions (as per Schedule 1 of the Resource Management (Infringement Offences) Regulations 1999)	\$300.00	\$300.00
Infringement when failing to comply with an abatement notice (as per Schedule 1 of the Resource Management (Infringement Offences) Regulations 1999)	\$750.00	\$750.00
Other infringements in accordance with Schedule 1 of the Resource Management (Infringement Offences) Regulations 1999	As per schedule	As per schedule
Recovery of costs where flat fee does not apply		
Manager or team leader (hourly rate)	\$190.00	\$190.00

Senior Planner, Senior Development Advisor, Senior Policy Advisor (hourly rate)	\$180.00	\$180.00
Environmental Planners, Development Planner, Compliance Officer, Policy Advisor (hourly rate)	\$170.00	\$170.00
Specialist consultant (including consultant planners)	Variable based on actual cost	Variable based on actual cost
Monitoring costs for National Environmental Standards permitted activities (hourly rate)	\$170.00	\$170.00
Commissioners (hourly rates)	Actual cost	Actual cost
Business support officers (hourly rate)	\$130.00	\$130.00
Cost of all disbursements (such as venue hire, photocopying, catering, postage, public notification)	Variable based on actual cost	Variable based on actual cost

Other Applications and Certificate Approvals	2019/20	2020/21
Copy of Certificate of Title or Consent Notice (per certificate)	\$25.00	\$25.00
Plan Change Requests	2019/20	2020/21
Initial application fee (on request council can provide an indication of any additional charges likely to be imposed)	\$20,000.00	\$20,000.00
Fees charged by any consultant engaged by Council (this also includes planning and legal advice)	Variable based on actual costs	Variable based on actual costs
Junior and intermediate level officers from across Council (hourly rate)	\$170.00	\$170.00
Senior level officers from across Council (hourly rate)	\$180.00	\$180.00
Manager and team leader level officers from across Council (hourly rate)	\$190.00	\$190.00
Councillor costs related to a hearing	As set by the remuneration Authority	As set by the remuneration Authority
Independent commissioner costs related to a hearing (including decisions under clauses 23(6), 25 and 29)	Variable based on actual costs	Variable based on actual costs
Cost of all disbursements (such as venue hire, accommodation, photocopying, catering, postage, public notification)	Variable based on actual costs	Variable based on actual costs

Engineering Services

Recovery of Engineering staff time per hour (where flat fee does not apply)	2019/20	2020/21
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Asset Manager, Development Engineering, Deeds of Arrangement	\$225.00	\$225.00
Other staff involved with development engineering and development contributions	\$180.00	\$180.00

Inspection Services

District Liquor Licensing fees (set by Sale and Supply of Alcohol Act 2012)	2019/20	2020/21
Licence Holder On/Off/Club (New, Renewal), based on classification:		
Very Low Risk	\$368.00	\$368.00
Low Risk	\$609.50	\$609.50
Medium Risk	\$816.50	\$816.50
High Risk	\$1,023.50	\$1,023.50
Very High Risk	\$1,207.50	\$1,207.50
On/Off/Club (Annual fee), based on classification:		
Very Low Risk	\$161.00	\$161.00
Low Risk	\$391.00	\$391.00
Medium Risk	\$632.50	\$632.50
High Risk	\$1,035.00	\$1,035.00
Very High Risk	\$1437.50	\$1437.50
Special Licence (based in class):		
• Class 3 (small)	\$63.25	\$63.25
• Class 2 (Medium)	\$207.00	\$207.00
• Class 1 (Large)	\$575.00	\$575.00
Manager's Licence	\$316.25	\$316.25
Temporary Authority	\$296.70	\$296.70
Compliance Certificates - Sale Supply of Alcohol Act 2012 (new)	\$200.00	\$200.00

Environmental Health

Certificates of Registrations (hairdressers, camping grounds, undertakers and offensive trades) in accordance with the Health Act 1956, Food Act 2014 and Trade Waste Bylaw 2016	2019/20	2020/21
New Certificate of Registration applications onsite includes initial health inspection)	\$300.00	\$300.00
Renewal of Existing Certificate of Registration (does not include inspection time onsite)	\$150.00	\$150.00
Renewal of Existing Certificate of Registration -hairdressers, campgrounds, undertakers and offensive trades (includes annual inspection)	\$200.00	\$200.00

Inspection minimum fee (rate per hour)	\$170.00	\$170.00
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Food Control Plans and National Programmes in accordance with the Food Act 2014	2019/20	2020/21
Registration Fees		
Food Control Plan -New registration application (does not include initial verification costs)	\$300.00	\$300.00
National Programme – New registration application (does not include verification costs)	\$300.00	\$300.00
Food Act verification for Food Control Plan and National Programmes minimum fee (first two hours then hourly charge applies)	\$340.00	\$340.00
Audit/re-inspection or corrective action revisit minimum Fee (per hour)	\$170.00	\$170.00
Registration Renewal Fee – Food Control Plans and National Programmes	\$150.00	\$150.00
Significant change to a Food Control Plan/National Programme minimum fee (does not include any new verification costs)	\$150.00	\$150.00
Hourly Rate – Environment Health Officer/Food Act Verifier/Food Safety Officer	\$170.00	\$170.00
Hourly Rate – Administration	\$130.00	\$130.00
Enforcement Fees (Food Safety Officer activity)		
Infringement for failing to register a food control plan or national programme with the appropriate authority in accordance with Food Regulations 2015 Schedule 2 Infringement Offences and Fees (Section 48, 240(2))	\$450.00	\$450.00
Other infringements in accordance with Food Regulations 2015 Schedule 2 Infringement Offences and Fees	As per schedule	As per schedule

Mobile Shops Licence in accordance with the Trading in Public Places Bylaw 2016	2019/20	2020/21
Trading in public place annual approval	\$60.00	\$60.00

Mobile Shop site rental as set by Council's fees and charges for ground rental	2019/20	2020/21
Taupō, Taupō Venture Centre, Mangakino, Rangatira Drive		
Casual (per day)	\$14.00	\$14.00

1-6 months (per week)	\$46.00	\$46.00
Annual fee Venture site	\$1,942.00	\$1,942.00
No permit penalty	\$50.00	\$50.00

Miscellaneous Fees in accordance with the Building Act 2004, Gambling Act 2003, Class 4 Gambling and TAB Venue Policy	2019/20	2020/21
Swimming Pool inspection	\$80.00	\$80.00
Gaming and TAB Venue Application (minimum fee)	\$500.00	\$500.00
Gaming and TAB Venue Application processing (hourly rate)	\$150.00	\$150.00

Litter Infringements

Infringement Fee - set under sections 13 and 14 of the Litter Act 1979	2019/20	2020/21
Deposited or left used cigarette or chewing gum in a public place	\$100.00	\$100.00
Deposited or left litter in a public place	\$400.00	\$400.00
Deposited or left litter in a private place without consent	\$400.00	\$400.00
Deposited or left dangerous litter in a public place	\$400.00	\$400.00
Deposited or left dangerous litter in a private place without consent	\$400.00	\$400.00

WATER SUPPLY

Water connections to main – Urban areas	2019/20	2020/21
Un-metered 20 mm domestic **	\$889.00**	\$889.00**
Metered 20 mm connections (domestic /commercial) **	\$1,337.00**	\$1,337.00**
Convert existing unmetered to metered connection (20mm)**	\$1,175.00**	\$1,175.00**
Metered greater than 20 mm connections (commercial)	At Cost	At Cost

Water connections to main – Rural areas	2019/20	2020/21
20mm rural restricted metered domestic connection (using double check valve with restrictors) **	\$1,845.00**	\$1,845.00**

Metered greater than 20 mm connections (subject to allocation)	At Cost	At Cost
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Other Works	2019/20	2020/21
**If new connection requires pipe laying more than 10 m and or through hard surface / thrusting of road, additional cost will be recovered	**At Cost	**At Cost
Toby turn on	\$244.00	\$244.00
Toby relocation	\$265.00	\$265.00
Disconnection	\$327.00	\$327.00
Toby location	\$157.00	\$157.00
Final meter reading	\$200.00	\$200.00
Install flow restrictor 20 mm connection	\$545.00	\$545.00
Remove flow restrictor 20 mm connection	\$228.00	\$228.00
Water Meter calibration checking application (refunded if in error)	\$399.00	\$399.00
Hydrant Permit – based on Metered Water Supply targeted rate, by scheme (minimum charge)	60 x extraordinary rate per m ³	60 x extraordinary rate per m ³
Hydrant Permit – additional volume charge for > 60m ³ , based on Metered Water Supply targeted rate, by scheme where use is permitted	Extraordinary rate per m ³	Extraordinary rate per m ³
Water Bylaw breach	Actual cost	Actual cost
Hydraulic Model Impact Assessment Small Development (available in Taupo & Kinloch only)	New charge	New charge
Network Management Fee - maintenance contractor price to oversee shutdowns and new connections	New charge	New charge

TRADE WASTE

Fees	2019/20	2020/21
Application fee (Minimum)	\$259.00	\$259.00
Consent processing, Inspection /Investigation cost	\$160.00	\$160.00
Compliance monitoring (including investigation cost)	Actual cost	Actual cost
Annual Trade waste consent charge- permitted	\$86.00	\$86.00

Annual Trade waste consent charge- conditional	\$160.00	\$160.00
Temporary discharge (minimum fee, PLUS associated flow or load base charges)	\$165.00	\$165.00
Trade waste Bylaw breach	Actual cost	Actual cost
Ashwood Park Septage facility (per m3)	\$38.50	\$38.50
Turangi WWTP septic tank disposal (per m3)	\$38.50	\$38.50

Trade Waste charges for conveyance, treatment and disposal of conditional trade waste

All activities that require a Conditional trade waste consent under the Council's Trade Waste Bylaw are liable to pay trade waste charges, which have three components:

- Volume – the amount of waste disposed through the sewer (m3)
- cBOD5 – Carbonaceous biochemical oxygen content of the trade waste (kg)
- Suspended solids – the content of solid material in the trade waste (kg)
- Conditional trade waste consents for areas outside of those listed, pay the Taupō Trade Waste rates.

Flow and load based charges for area outside of the Taupo wastewater catchment will be calculated on a case by case basis.

Flow and load based charge (for wastewater not of domestic nature)	2019/20	2020/21
Taupō		
Flow (\$/m3)	\$1.39	\$1.39
cBOD5 (\$/kg)	\$0.81	\$0.81
TSS (\$/kg)	\$1.33	\$1.33

SOLID WASTE

A weighbridge at the Broadlands Road Resource Recovery Centre enables charging based on weight. At other transfer stations around the district the fees will continue to be determined based on the size of the load as they have in the past.

Broadlands Road Landfill	2019/20	2020/21
Residential refuse collection (per bag up to 60L)	\$1.50	\$1.50
Refuse (per tonne) (\$13.00 minimum charge)	\$120.00	\$130.00
Small load e.g. car (<100kg) (minimum charge)	\$12.00	\$13.00
Medium load e.g. small van, utility, trailer (<250kg) (minimum charge)	\$30.00	\$30.00
Large load e.g. large van, utility, trailer (<400kg) (minimum charge)	\$48.00	\$48.00
Green waste (per tonne) (\$5 minimum charge)	\$50.00	\$50.00
Clean fill (per tonne)	\$20.00	\$20.00

Tyre disposal – car domestic numbers only no commercial	\$3.50	\$3.50
Concrete disposal (per tonne)	\$20.00	\$20.00
Crushed concrete sale (per tonne)	\$12.00	\$12.00
Special waste – immediate burial (per tonne)	\$135.00	\$135.00
Fats, Oils and Grease disposal	\$38.00	\$38.00

District Transfer Stations	2019/20	2020/21
All loads (>400kg) per tonne	\$120.00	\$130.00
Small load e.g. car (<100kg) (minimum charge per load)	\$12.00	\$13.00
Medium load e.g. small van, utility, trailer (<250kg) (minimum charge per load)	\$30.00	\$30.00
Large load e.g. large van, utility, trailer (<400kg) (minimum charge per load)	\$48.00	\$48.00
Tyre disposal – car domestic numbers only no commercial	\$3.50	\$3.50
Concrete disposal (per tonne)	\$20.00	\$20.00
Green waste	2019/20	2020/21
Small load e.g. car (<100kg) (minimum charge per load)	\$5.00	\$5.00
Medium load e.g. small van, utility, trailer (<250kg) (minimum charge per load)	\$12.00	\$12.00
Large load e.g. large van, utility, trailer (<400kg) (minimum charge per load)	\$19.00	\$19.00
Green waste (per tonne) (\$5 minimum charge)	\$50.00	\$50.00

PARKS AND RESERVES

Tongariro Domain	2019/20	2020/21
Hire (commercial event)	POA	POA
Community event - Set up (minimum per day)	\$165.00	\$165.00
Community event – Operational (minimum per day)	\$330.00	\$330.00
Community/Commercial event - Bond (no GST)	\$500.00 to \$3,000.00	\$500.00 to \$3,000.00

Riverside Park	2019/20	2020/21
Hire (commercial event)	POA	POA
Community event - Set up (minimum per day)	\$165.00	\$165.00
Community event - Operational (minimum per day)	\$330.00	\$330.00
Bond (no GST)	\$500.00 to \$1,000.00	\$500.00 to \$1,000.00

Riverside Park - Amphitheatre	2019/20	2020/21
Hire (commercial event)	POA	POA
Community event - Set up (minimum per day)	\$165.00	\$165.00
Community event - Operational (minimum per day)	\$330.00	\$330.00
Bond (no GST)	\$500.00 to \$1,000.00	\$500.00 to \$1,000.00

Owen Delany Park	2019/20	2020/21
<i>Ground hire (commercial event)</i>		
Set up (minimum per day)	\$165.00	\$165.00
Operational (minimum per day)	\$330.00	\$330.00
Bond (no GST)	\$500.00 to \$1,000.00	\$500.00 to \$1,000.00
<i>Owen Delany Park Entire Venue</i>		
Operational Day	\$1,420.00	\$1,420.00
Set Up / Pack Down Day	\$710.00	\$710.00
<i>Corporate Lounges</i>		
Hourly rate for community groups only	\$18.00	\$18.00
Full day	\$130.00	\$130.00
<i>Downstairs Lounge</i>		
Hourly rate for community groups only	\$18.00	\$18.00
Full day	\$130.00	\$130.00
<i>Upstairs and downstairs – full day</i>	\$260.00	\$260.00

General reserves and sportsgrounds (including Turangi and Mangakino)	2019/20	2020/21
<i>Hire (commercial event)</i>		
Set up (minimum per day)	\$150.00	\$150.00
Operational (minimum per day)	\$300.00	\$300.00
Bond (no GST)	\$500.00 to \$1,000.00	\$500.00 to \$1,000.00
Rugby (per field per season)	\$350.00	\$350.00
Rugby (casual use per day)	\$70.00	\$70.00
Rugby league (per field per season)	\$350.00	\$350.00
Rugby league (casual use per day)	\$70.00	\$70.00
Senior soccer (per field per season)	\$350.00	\$350.00
Senior soccer (casual use per day)	\$70.00	\$70.00
Touch (per field per season)	\$200.00	\$200.00
Touch (casual use per day)	\$40.00	\$40.00
Cricket (turf wicket per season)	\$500.00	\$500.00
Cricket (turf wicket casual use per day)	\$250.00	\$250.00
Cricket (artificial wicket per season)	\$100.00	\$100.00
Cricket (artificial wicket casual use per day)	\$50.00	\$50.00
Kaimanawa cricket pavilion (per day)	\$130.00	\$130.00
Hourly rate for community groups only	\$18.00	\$18.00
Other sporting use and services	Price on enquiry	Price on enquiry
Wedding Booking Fee	\$50.00	\$50.00

Nukuhau boat trailer park	2019/20	2020/21
Bays 1-6, 8-13 and 15-19 (11m)	\$1,360.00	\$1,360.00
Bays 7, 14 and 20-49 (9.5m)	\$1,190.00	\$1,190.00

Reserve Applications	2019/20	2020/21
Bond for processing commercial use of reserve (per hour) (no GST)	\$90.00	\$90.00

Leases and licences	2019/20	2020/21
Ground rental for sporting and community leases (Taupō, per m ²)	\$2.34	\$2.34
Ground rental for sporting and community leases (Turangi, per m ²)	\$2.13	\$2.13

COMMUNITY FACILITIES**AC Baths**

Fee	2019/20	2020/21
Casual Entry		
Adult	\$9.00	\$9.00
Senior 65+/student	\$5.00	\$5.00
Child 6 to 15 years of age	\$4.00	\$4.00
LOCAL Child 5 years and under including non-paying adult for supervision	Free	Free
VISITOR child 5 years and under including non-paying adult for supervision	\$4.00	\$4.00
Family Pass	\$22.00	\$22.00
Spectator	\$1.00	\$1.00
Private thermal pool (minimum two people, 18 years +)	\$10.00	\$10.00
Hydro Slide unlimited rides	\$7.00	\$7.00
Aqua Fitness Class Casual Entry		
Excl pool entry	\$5.00	\$5.00
Adult includes pool entry	\$14.00	\$14.00
Senior/Student includes pool entry	\$10.00	\$10.00
Miscellaneous		
BBQ hire	\$15.00	\$15.00
Indoor pool per lane hire	\$12.00	\$12.00
Outdoor pool per lane hire	\$10.00	\$10.00
Learn to swim pool hire per hour	\$40.00	\$40.00
Inflatable hire (for two hours)	\$70.00	\$70.00
Memberships		
Adult pool		
3 months	\$80.00	\$80.00
6 months	\$135.00	\$135.00
12 months	\$225.00	\$225.00
Senior/student pool		

3 months	\$50.00	\$50.00
6 months	\$75.00	\$75.00
12 months	\$115.00	\$115.00
Child pool		
3 months	\$40.00	\$40.00
6 months	\$60.00	\$60.00
12 months	\$100.00	\$100.00
Family pool		
3 months	\$160.00	\$160.00
6 months	\$245.00	\$245.00
12 months	\$405.00	\$405.00
Adult pool & fitness		
3 months	\$237.00	\$237.00
6 months	\$356.00	\$356.00
12 months	\$594.00	\$594.00
Senior/student pool and fitness		
3 months	\$133.00	\$133.00
6 months	\$200.00	\$200.00
12 months	\$333.00	\$333.00
Aqua fitness class includes pool entry		
3 months adult	\$140.00	\$140.00
3 months senior (65+)/student	\$100.00	\$100.00
6 months adult	\$210.00	\$210.00
6 months senior (65+)/student	\$150.00	\$150.00
12 months adult	\$350.00	\$350.00
12 months senior (65+)/student	\$250.00	\$250.00
Membership Paid by Direct Debit (minimum three month term)		
Pools (monthly fee)		
Adult	\$28.00	\$28.00
Senior/student/	\$18.00	\$18.00
Child 6 years and over	\$16.00	\$16.00
Family	\$55.00	\$55.00
Pool & fitness (monthly fee)		
Adult	\$81.00	\$81.00
Senior/student	\$46.00	\$46.00
Swim school		
Child learn to swim lesson	\$11.00	\$11.00
Adult	\$16.00	\$16.00
Adult private lesson	\$42.00	\$42.00

Child private lesson	\$31.00	\$31.00
Holiday intensive block	\$55.00	\$55.00
Squad coaching monthly fees		
Junior development	\$70.00	\$70.00
Intermediate	\$70.00	\$70.00
BOP seniors	\$90.00	\$90.00
h20 fitness	\$45.00	\$45.00
Adult coaching (excludes pool entry)		
Casual	\$7.00	\$7.00
Group per hour	\$40.00	\$40.00

Turangi Aquatic Centre

Fee	2019/20	2020/21
Adult (18+ years)	\$5.00	\$5.00
Senior (60+ years)	\$4.00	\$4.00
Student (12 – 17 years)	\$3.00	\$3.00
Child (6 - 11 years)	\$3.00	\$3.00
LOCAL Child 5 years and under including non-paying adult for supervision	Free	Free
VISITOR child 5 years and under including non-paying adult for supervision	\$3.00	\$3.00
Spectators	Free	Free
Family (2 adults and 2 children)	\$14.00	\$14.00
20-swim Adult concession	\$60.00	\$60.00
20-swim Child concession	\$40.00	\$40.00
Schools/Swim Clubs/Aqua programmes (per hour)	\$30.00	\$30.00
Hire Learners Pool (as venue or private hire - per hour)	NA	NA
BBQ hire	\$10.00	\$10.00

Mangakino Pool

Fee	2019/20	2020/21
Adult 16 years+	\$4.00	\$4.00
Senior	\$3.00	\$3.00
LOCAL Child 5 years and under including non-paying adult for supervision	Free	Free
VISITOR child 5 years and under including non-paying adult for supervision	\$3.00	\$3.00
Child 6 years – 15 years	\$3.00	\$3.00
Spectators	Free	Free
Private Hire	\$50.00 per hour	\$50.00 per hour
Bond (no GST)	\$200.00	\$200.00

Cemeteries

Fee	2019/20	2020/21
Purchase of Plot - Burial		
0-5 Years	Free	Free
6-12 Years	\$600.00	\$600.00
12+ Years	\$800.00	\$800.00
Purchase of Plot – Ashes (up to two interments of ashes in one plot)		
All Ages	\$140.00	\$140.00
Opepe Cremation Berm Plots (up to six interments of ashes in one plot)		
All Ages	\$460.00	\$460.00
Purchase of Family Plots - Burials & Ashes		
All Ages	POA	POA
Wairarapa Moana Māori Burial Interment Fee at the Mangakino Cemetery Only *No purchase of plot fee for Wairarapa Moana Descendants		
All Ages	\$285.00	\$285.00
Interment – Burial -Single Depth >1.5mtrs		
0-5 Years	\$145.00	\$145.00
6-12 Years	\$220.00	\$220.00
12+ Years	\$325.00	\$325.00
Interment - Burial - Double Depth <2mtrs		
Additional - All Ages	\$20.00	\$20.50
Interment - Ashes		
All Ages	\$55.00	\$55.00
Interment - Ashes into an existing Grave		
All Ages	\$55.00	\$56.00
Interment – Burial/Ashes - on a Saturday		
Additional	\$140.00	\$142.50
Disinterment	POA	POA
Reinterment	POA	POA
Special Culture Needs	POA	POA

Housing for the elderly

Fee	2019/20	2020/21
Taupō		
Single Units (per person/week)	\$120.00	\$120.00
Double Units	\$180.00	\$180.00
Turangi		
Single Units	\$120.00	\$120.00
Double Units	\$180.00	\$180.00
Requests for additional tenants (over one for a single unit and over two for a double per unit)	POA	POA
Mangakino		
Single Units	\$95.00	\$95.00

Fitness Studio at the Taupō Events Centre

Fee	2019/20	2020/21
Casual Adult (18 years plus)	\$16.00	\$16.00
Casual Senior/Student	\$9.00	\$9.00
Fitness Membership Paid by Direct Debit (minimum three month term)		
Adult	\$54.00	\$54.00
Senior/Student	\$32.00	\$32.00
Fitness Memberships (includes group fitness classes)		
Adult		
3 months	\$155.00	\$155.00
6 months	\$215.00	\$215.00
12 months	\$365.00	\$365.00
Senior/Student		
3 months	\$90.00	\$90.00
6 months	\$135.00	\$135.00
12 months	\$225.00	\$225.00

Taupō Events Centre - Stadium and Associated Rooms

Fee	2019/20	2020/21
Stadium		
Hourly rate (community)	\$82.00	\$82.00
Full day (commercial)	\$1,055.00	\$1,055.00
Full day (community)	\$575.00	\$575.00
Full Court		
Hourly rate (community only)	\$27.00	\$27.00

Full day (commercial)	\$370.00	\$370.00
Full day (community)	\$230.00	\$230.00
Clubroom		
Hourly rate (community only)	\$35.00	\$35.00
Full day (commercial)	\$180.00	\$180.00
Function Room		
Hourly rate (community only)	\$57.00	\$57.00
Full day (commercial)	\$335.00	\$335.00
Entire Venue		
Full day (commercial)	\$1,530.00	\$1,530.00
Full day (community)	\$1,030.00	\$1,030.00

Climbing Wall (Taupō Events Centre)

Fee	2019/20	2020/21
CASUAL ENTRY:		
Child (under 16)	\$9.00	\$9.00
Student (any student with valid ID)	\$10.00	\$10.00
Adult (16+)	\$12.00	\$12.00
Bouldering (non roped and low level)	\$6.00	\$6.00
MEMBERSHIPS:		
Child (under 16) 3 months	\$90.00	\$90.00
Child (under 16) 6 months	\$135.00	\$135.00
Child (under 16) 12 Months	\$225.00	\$225.00
Student (any student with valid ID) 3 months	\$100.00	\$100.00
Student (any student with valid ID) 6 months	\$150.00	\$150.00
Student (any student with valid ID) 12 Months	\$250.00	\$250.00
Adult (16+) 3 months	\$120.00	\$120.00
Adult (16+) 6 months	\$180.00	\$180.00
Adult (16+) 12 Months	\$300.00	\$300.00
Chalky midgets climbing club (5-12 years old) Per term and includes tuition and equipment hire during sessions, 2 sessions per week and 1.5 hours each Tuesday and Thursdays. Equipment is shoes, and harness each valued \$4 per session each (\$8 per session for both per week per term equals \$160 per term rental given to them)	\$85.00	\$85.00
Stalactites youth club (13-18 years old) Per term and includes tuition and equipment hire during sessions, 2 sessions per week and 2 hours each Mondays and Thursdays.	\$100.00	\$100.00

Great Lake Centre

Fee	2019/20	2020/21
Entire Venue		

Fee	2019/20	2020/21
Full day (commercial)	\$1,855.00	\$1,855.00
Full day (community)	\$1,025.00	\$1,025.00
Theatre		
Full day (commercial)	\$980.00	\$980.00
Full day (community)	\$565.00	\$565.00
Hourly (community - with technical support)	\$165.00	\$165.00
Hourly (community – no technical support)	\$57.00	\$57.00
Hall		
Full day (commercial)	\$775.00	\$775.00
Full day (community)	\$450.00	\$450.00
Hall/Eastwing		
Full day (commercial)	\$980.00	\$980.00
Full day (community)	\$575.00	\$575.00
Eastwing/Conservatory		
Full Day	\$335.00	\$335.00
Community group short hire hourly rate (min 2 hrs)	\$57.00	\$57.00
Rimu Room		
Full Day (one room)	\$160.00	\$160.00
Full Day (two rooms)	\$290.00	\$290.00
Community group short hire hourly rate (minimum of 2 hrs)	\$36.00	\$36.00
Green Room		
Full Day	\$185.00	\$185.00
Community group short hire hourly rate (minimum of 2 hrs)	\$36.00	\$36.00
Upper Foyer - Full Day	\$140.00	\$140.00
Lower Foyer - Full Day	\$140.00	\$140.00
Kitchen		
Full Day	\$185.00	\$185.00
Hourly rate	\$31.00	\$31.00

Libraries

Fee	2019/20	2020/21
Books		
Extended Renewal (first one free) – per item	\$2.00	\$2.00
New Releases/Hot Picks per week	\$3.00	\$3.00
New Release DVD - 1 week issue	\$5.00	\$5.00
TV series (multiple discs) - 2 week issue	\$5.00	\$5.00
All other DVD's – 1 week issue	\$3.00	\$3.00
Reserves (per item)	\$1.50	\$1.50

Fee	2019/20	2020/21
Interloans (per item, including postage)	\$11.00	\$11.00
Postage for interloan return	Included in above charge	Included in above charge
Interloan Renewal	\$3.00	\$3.00
Membership card (covers cost of card production and postage)	\$1.50	\$1.50
Replacement membership card	\$1.50	\$1.50
Library subscription (temporary residents and visitors)	\$10.00	\$10.00
Book a Librarian Session (Research & Computer support)	\$5.00 - \$10.00 (subject to session content & booking time)	\$5.00 - \$10.00 (subject to session content & booking time)
Meeting Rooms		
Hourly rate (community)	\$25.00	\$25.00
Daily rate (community)	\$135.00	\$135.00
Hourly rate (commercial)	\$35.00	\$35.00
Daily rate (commercial)	\$255.00	\$255.00
Overdue items		
New releases/Hot picks/DVDs/CDs	Recharged full rental amount when two days overdue	Recharged full rental amount when two days overdue
Other items	20c/day/item after six days overdue and up to a maximum of \$5.00	20c/day/item after six days overdue and up to a maximum of \$5.00
Damaged/lost books (replacement)/per item	Replacement cost plus \$10 admin per invoice raised	Replacement cost plus \$10 admin per invoice raised

Taupō Museum and Art Gallery

Fee	2019/20	2020/21
Ratepayers and residents	No charge	No charge
Adults	\$5.00	\$5.00
Students over 18	\$3.00	\$3.00
Students under 18/Children	No charge	No charge

Senior citizens	\$3.00	\$3.00
Large groups (8 or more) per person	\$3.00	\$3.00
Children – Education Activity (per person)	\$2.00	\$2.00
Research Fee (per half hour, first half hour free) (up to a maximum of two hours)	\$20.00 - \$40.00	\$20.00 - \$40.00
Exhibition Space		
One artist (6 week booking)	\$465.00	\$465.00
Up to two artists (6 week booking)	\$615.00	\$615.00
Three or more artists (6 week booking)	\$765.00	\$765.00
Ora Garden		
Community group (eligibility at discretion of management)	\$310.00	\$310.00
Corporate group	\$310.00 - \$615.00 subject to duration of booking	\$310.00 - \$615.00 subject to duration of booking
Weddings (base fee)	\$350.00 additional charges may apply	\$350.00 additional charges may apply
Wedding photos only	\$75.00	\$75.00
Workshop (Niven Room)		
Community rate (per person)	\$5.00 - \$10.00 subject to duration of workshop	\$5.00 - \$10.00 subject to duration of workshop
Gallery space (Niven Room)		
Hourly rate (community)	\$26.00	\$26.00
Hourly rate (commercial)	\$36.00	\$36.00
Community rate (6-week booking)	\$225.00	\$225.00
Commercial rate per month (6-week booking)	\$382.50	\$382.50
Touring Exhibitions (selected tours)		
Ratepayers and residents	\$5.00	\$5.00
Students over 18 (includes entry fee)	\$3.00	\$3.00
Senior citizens (includes entry fee)	\$3.00	\$3.00
Adults (includes entry fee)	\$10.00	\$10.00
Students under 18/Children	No charge	No charge
Photographs		
A4	\$15.00	\$15.00
A3	\$20.00	\$20.00
A2	\$55.00	\$55.00

A1	\$125.00	\$125.00
Digital copy on CD	\$35.00	\$35.00

Community Halls/Conference Rooms

Fee	2019/20	2020/21
Bond (no GST) (All Users EXCEPT Hourly Users) - DAMAGE & CLEANING	\$200.00	\$200.00
Bond (alcohol) (no GST)	\$300.00	\$300.00
Community Groups - Hourly Rate	\$15.00	\$15.00
Community Groups - 1/2 Day Rate (12hrs hire)	\$60.00	\$60.00
Community Groups - Full Day Rate (24hrs hire)	\$120.00	\$120.00
Non-Community Groups - 1/2 Day Rate (12hrs hire)	\$120.00	\$120.00
Non-Community Groups - Full Day Rate (24hrs hire)	\$240.00	\$240.00
Turangi Gym - Hourly Rate	\$15.00	\$15.00
Sports Clubs Usage Annual Charge - up to 30hrs/pa	\$300.00	\$300.00

Superloo

Fee	2019/20	2020/21
Entry fee	\$0.50	\$0.50
Shower	\$2.00	\$2.00
Locker	\$2.00	\$2.00
Towels	\$3.00	\$3.00

TURANGI AERODROME

Fee	2019/20	2020/21
Turangi Aero Club members (per landing)	Free	Free
Private operators (per landing)	\$10.00	\$10.00
Commercial operators (per landing)	\$10.00	\$10.00

TAUPO CBD RENTAL SPACES CHARGES

A limited number of spaces adjacent to CBD footpaths have been set aside for retailers' use by Licence to Occupy. A typical use is for café tables and chairs. The current licence fee is \$615.49 per 12m² site + \$11.84 per additional square metre per annum (inc GST).

TAUPO CBD AIRSPACE LEASES

CBD (veranda or similar) airspace may be available for lease on individual application at Council's sole discretion. Conditions of lease including rental are on a "commercial fair market value" basis.

WASTEWATER**Sewer Connections to Main (urban areas)**

New wastewater connections (to be done by registered and approved drain layer at owner's cost), new connections require inspection and these fees are outlined below.

Where a new sewer connection is required, and this involves work in the road corridor Taupo District Council will install the connection to the property boundary and the actual cost of the work will be charged.

Fee	2019/20	2020/21
Site inspection fees, (including review of as built) and including TDC supplied pipe saddle	\$260.00	\$260.00
Site inspection fees, (including review of as built) Pipe saddle not provided.	\$169.00	\$169.00

TRANSPORT

Vehicle Crossing Bond (no GST) – all areas

Fee	2019/20	2020/21
Urban residential crossing	\$280.00	\$280.00
Urban commercial or industrial crossing	\$500.00	\$500.00
Rural crossing	\$500.00	\$500.00

Stock Underpasses

Fee	2019/20	2020/21
Legal fees relating to registration of license to occupy road reserve	\$575.00	\$575.00
Processing and approving underpass application in relation to engineering, design, location and traffic management	\$575.00	\$575.00
Biannual maintenance inspection fee	\$287.50	\$287.50

Overweight Vehicle permits – set under Land Transport (Certification and Other Fees) Regulations 2014

Fee	2019/20	2020/21
Application for each single, multiple trip or linked permit where 3 or more working days available for processing	\$22.00	\$22.00
Application for each single, multiple trip or linked permit where less than 3 working days are available for processing	\$33.00	\$33.00
Application for each continuous or high productivity motor vehicle permit where 3 or more working days available for processing	\$65.00	\$65.00
Application for each continuous or high productivity motor vehicle where less than 3 working days available for processing	\$75.00	\$75.00
Application for renewal of each continuous permit where 3 or more working days available for processing	\$12.00	\$12.00
Application for renewal of each continuous permit where less than 3 working days available for processing	\$22.00	\$22.00

Miscellaneous

Fee	2019/20	2020/21
Street name plate	At cost plus 10%	At cost plus 10%
Access way sign	At cost plus 10%	At cost plus 10%
Second coat seal	At cost plus 10%	At cost plus 10%

CORPORATE SERVICES

Fee	2019/20	2020/21
Recovery of in-house legal services (per hour)	\$184.00	\$184.00
LGOIMA		
LGOIMA requests for information (minimum half hour charge)	\$38.00 per half hour	\$38.00 per half hour
LGOIMA Photocopying in excess of 20 pages	\$0.20/page	\$0.20/page
LGOIMA – All other charges	At cost	At cost
LIMS		
LIM - Residential/Rural property (10 days)	\$200.00	\$200.00
LIM Residential/Rural Express - Within four hours	\$450.00	\$450.00
LIM Residential/Rural Urgent (three days)	\$350.00	\$350.00
LIM Commercial/Industrial property (10 days)	\$300.00	\$300.00
LIM Commercial Urgent (five days)	\$400.00	\$400.00
LIM – hourly rate (after three hours)	\$65.00	\$65.00
Requests for District valuation rating roll information		
Electronic file containing limited District valuation rating roll information for the district (10 fields, not including names & addresses or sales data) updated monthly	\$1,022.00	\$1,022.00
Taupō/Kaingaroa	\$500.00	\$500.00
Taupō	\$380.00	\$380.00
Kaingaroa	\$105.00	\$105.00
Turangi/Tongariro	\$310.00	\$310.00
Turangi	\$210.00	\$210.00
Tongariro	\$210.00	\$210.00
Mangakino/Pouakani	\$210.00	\$210.00
Mangakino	\$105.00	\$105.00
Pouakani	\$105.00	\$105.00
Property printout (per copy, first 5 free)	\$5.00	\$5.00

Annual Rates Financial Hardship		
Postponement Fee	\$50.00	\$50.00

**Waikato Regional Council****Lake Taupo Protection Project Joint Committee****OPEN MINUTES**

Members Present: Cr K Hodge (Waikato Regional Council)
Cr K White (Waikato Regional Council)
Cr K Leonard (Taupo District Council)
M Nepia (Tūwharetoa Māori Trust Board)
M Workman (Crown Representative - Ministry for the Environment)
L-K Petersen (Crown Representative - Ministry for Primary Industries)

Others Present: C Stent – Chair Lake Taupo Trust
M Peck – Executive Officer – Lake Taupo Trust
T Bennetts – Ministry for the Environment
T Wood – Taupo District Council
P Chantrill - Ministry for Primary Industries
A McLeod – Project Manager

Staff Present: N Williams (Director - Community and Services)
L Bartley – Democracy Advisor

1. Apologies

LTJC20/1

Moved By Cr K Leonard**Seconded By** Cr K White

That the apology of Tangonui Kingi (Tūwharetoa Māori Trust Board) and Cr John Williamson (Taupo District Council) be received.

The motion was put and carried

2. Confirmation of Agenda

LTJC20/2

Moved By Cr K Hodge**Seconded By** M Nepia

THAT the agenda of the Lake Taupo Protection Project Joint Committee meeting of 21 February 2020, as circulated, be confirmed as the business for the meeting.

The motion was put and carried

Minutes - Lake Taupo Protection Project Joint Meeting 21 February 2020

3. Disclosures of Interest

There were no disclosures of interest noted.

4. Election of Chair and Deputy Chair - 2019-2022 Triennium

The matter was noted and continues to lie on the table.

5. Confirmation of Minutes - 5 December 2019

LTJC20/3

Moved By Cr K White

Seconded By L-K Petersen

That the minutes of the meeting of The Lake Taupo Project Protection Joint Committee meeting held on 5 December 2019 be confirmed as a true and correct record.

The motion was put and carried

6. Future Governance and Management

Report was presented by Project Manager - A McLeod.

A short presentation was provided to members outlining the background to the review, the process the official working group had undertaken to bring recommendations to the committee and the conclusions that had been reached.

3 main reasons for work undertaken:

- Primary reason is for committee to make recommendations to the partners on the future governance and management of the project beyond 2021 to protect the substantial investment made to protect the water quality.
- Project agreement requires a 5 yearly review and this work completes that review
- Both Council partners need to fulfil requirements under Section 17A of the Local Government Act.

Work programme for next 11 years has been scoped out and provides critical information in relation to budgeting in annual plans/long term plan.

The ongoing role of partners was discussed including what entity would be best suited for the next 11 years. The three top ranking options for management vehicle were discussed and deliberated.

LTJC20/4

Moved By Cr K White

Seconded By L-K Petersen

That the report Lake Taupō Protection Project – Future Governance and Management (Lake Taupō Protection Project Joint Committee, 7 February 2020) be received.

The motion was put and carried

Minutes - Lake Taupo Protection Project Joint Meeting 21 February 2020

LTJC20/5

Moved By M Workman

Seconded By M Nepia

That the LTTPJC makes the following recommendations to the project partners:

- a. That the Crown, Taupō District Council (TDC), Tūwharetoa Māori Trust Board (TMTB) and Waikato Regional Council (WRC) receive and note the findings of the Service Delivery Review of the Lake Taupō Protection Project (WRC Doc # 15696400).

The motion was put and carried

LTJC20/6

Moved By Cr K Leonard

Seconded By M Nepia

That TDC and WRC adopt in principle, and subject to consultation in their respective long term plans:

- i. Retention of a joint committee with two representatives each from the Crown, TDC, TMTB and WRC as the preferred governance structure for the Lake Taupō Protection Project (LTPP) post June 2021 and with ongoing administration and management of the joint committee undertaken by TDC or WRC
 - ii. Retention of the Lake Taupō Protection Trust (LTPT) – an existing council controlled organisation (CCO) with charitable status - as the preferred management structure for the LTPP
 - iii. Provision of accommodation and administrative services for the LTPT via a service level agreement with a project partner (partner to be determined at a later date).
- b. That TDC and WRC adopt in principle the following options for consultation purposes (in order of preference) as the principal alternatives to the preferred option (ie. joint committee with the LTPT – a CCO - housed by a partner organisation):
 - i. Joint committee (status quo) as the governance structure with management undertaken by the LTPT with independent administration (status quo)
 - ii. Joint committee (status quo) as the governance structure with management of the nitrogen discharge reduction agreements undertaken by a project partner (agency to be determined at a later date).

The motion was put and carried

Cr K White voted against the motion.

The meeting was closed with a karakia by Director Community and Services N Williams.

11.51 am - The meeting closed.

Chair



Service Delivery Review

Service: Lake Taupō Protection Project

Date Completed: 13 February 2020

Prepared by: Officials Working Party (OWP)
For: Lake Taupō Protection Project Joint Committee

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Appendices

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Abbreviations

CCO	Council Controlled Organisation
CCTO	Council Controlled Trading Organisation
JC	Joint Committee
LGA	Local Government Act 2002
LTP	Long Term Plan
LTPP	Lake Taupō Protection Project
LTPPJJC	Lake Taupō Protection Project Joint Committee
LTPT	Lake Taupō Protection Trust
NDRA	Nitrogen discharge reduction agreements
OWP	Officials Working Party
Sol	Statement of Intent
TDC	Taupō District Council
TMTB	Tūwharetoa Māori Trust Board
WRC	Waikato Regional Council

Executive Summary

Reasons for the review

- i. This report presents the findings of an extensive review into the governance and management arrangements for the Lake Taupō Protection Project (LTPP).
- ii. The primary purpose for this review is to assist the Lake Taupō Protection Project Joint Committee (LTPPJC) make recommendations to the project partners – the Crown, Taupō District Council (TDC), Tūwharetoa Māori Trust Board (TMTB) and Waikato Regional Council (WRC) - on protecting the investment made by the partners to maintain lake water quality post June 2021 when the current project agreement expires. It also fulfils the requirements of Section 17A of the Local Government Act 2002 (LGA).

Background

- iii. In February 2007 the Crown, WRC and TDC signed an agreement (the Project Agreement) to contribute to a joint public fund to be used to undertake strategies and actions to reduce the amount of nitrogen from entering Lake Taupō.
- iv. The agreement covered, amongst other matters, governance of the project through a joint committee and the establishment of a council controlled organisation (CCO) - the Lake Taupō Protection Trust (LTPT) - to apply the public fund.
- v. The LTPT has expended the public fund by entering into contractual agreements with land owners (nitrogen discharge reduction agreements or NDRAs). These NDRAs have a term of 999 years and require ongoing monitoring and contractual oversight to ensure that the terms and conditions of the contracts are adhered to and the investment made by the funding partners in the project is protected.
- vi. The original Project Agreement had a sunset clause terminating the project on 30 June 2019. A recent variation extended the term of the project to 30 June 2021 as there was a need to determine the future governance, management and ongoing funding arrangements for the project. The LTPT is operating on residual funds for the term of the extension.

Options and assessment

- vii. Staff from the project partners and the LTPT have undertaken a detailed review of the future governance and management options for the project involving the following steps.

Step	Description
1. Work programme	A work programme for the project for the next 11 years was scoped.
2. Options identified	Options for the ongoing governance and management of the project were identified.
3. Principles	All options were rated and ranked using principles adopted by the partners in 2019 for the future governance and management of the project. Consequently, several of the options were discounted at this point.
4. Scenarios	Six scenarios combining the different governance and management options were defined for further analysis.
5. Efficiency (Cost)	Using the work programme prepared in step one a detailed project budget was prepared for the period 2020 – 2031 and applied to the scenarios. The scenarios were then ranked by cost.

6. Risk	A risk register was prepared, and mitigations identified. The six scenarios were then rated and ranked in accordance with these risks.
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Findings

- viii. Based on the assessment undertaken in this review, the highest-ranking scenarios for the future governance and management of the LTPP were:

Scenario	Governance	Management
Scenario 1a	Joint committee (status quo)	CCO with independent administration (status quo)
Scenario 1b	Joint committee (status quo)	CCO (status quo) housed by partner organisation (new)
Scenario 2a	Joint committee (status quo)	Single partner responsible for management of the NDRAs (new)

- ix. Summaries of these scenarios are provided on the following pages to enable readers to compare similar information on all three (refer pages 9 to 14). The information includes:
- A brief description
 - Key findings from the assessment
 - Commentary, conclusions and an overall ranking.

Conclusions

- x. At this stage in transitioning the project from a development to a maintenance phase, the conclusion of this review is that Scenario 1b (Joint Committee with CCO housed by partner organisation) is the preferred option for future governance and management of the LTPP. Briefly, the reasons for this are as follows.
- The structural arrangements for the project have proved to have been successful. Specifically, this option:
 - Reinforces the collaborative aspects of the project and maintains the sense of shared responsibility
 - Reduces the likelihood of project IP being lost
 - Allows for the independent, commercial management of the NDRAs.
 - This option maintains flexibility for the future by:
 - Retaining the constitutional and structural arrangements for the project which would be difficult to reinstate if deconstructed
 - Keeps options open should changes need to be made to address new circumstances.
 - Housing the LTPT as a stand-alone operation with a service level agreement within a partner organisation, reduces the annual operating costs by approximately \$50k and aligns expenditure with the scope of the activities to be performed.
- xi. This review also concludes that the current membership of the Joint Committee should be retained for project stability as transitioning from one phase of a project to another can be difficult.
- xii. Although a decision cannot be finalised until June 2021, it is recommended that a service level agreement be considered with one of the partners¹ to take advantage of economies of scale.
- xiii. The principal alternatives to Scenario 1b are (in order of ranking from the analysis):

¹ TDC, TMTB or WRC - to be determined at a later date.

- a. Scenario 1a. Governance - Joint Committee (status quo)/Management - CCO with independent administration (status quo)
- b. Scenario 2a. Governance - Joint Committee (status quo)/Management - Single partner responsible for management of NDRAs (new).

Preferred Options - Summaries

Scenario (1a.): Governance - Joint Committee (status quo)

Management - CCO with independent administration (status quo)

Description		
	Governance	Management
Legal status	Joint committee established in accordance with Local Government Act (LGA) 2002, Sch 7 cl 30A.	Charitable Trust Council Controlled Organisation (CCO) under the LGA 2002
Reporting to	Taupō District Council (TDC) and Waikato Regional Council (WRC)	Lake Taupō Protection Project Joint Committee (LTPPJC)
Constitution/ structural arrangements	Two (2) representatives each from: <ul style="list-style-type: none"> Her Majesty's Government (the Crown) WRC TDC Tūwharetoa Māori Trust Board (TMTB) 	Four (4) trustees appointed on behalf of the settlors by the LTPPJC. <ul style="list-style-type: none"> Stand-alone operation Executive officer engaged to administer day-to-day activities Specialist services contracted as required
Scope	<ol style="list-style-type: none"> 1. Appoint trustees to the Lake Taupō Protection Trust (LTPT) 2. Set broad direction, objectives and priorities for the LTPT and its expenditure of funds. 3. Monitor/review the LTPT's activities 4. Review the Lake Taupō Protection Project at regular intervals 5. Report and make recommendations to the Member Authorities. 	Single purpose trust to oversee the nitrogen discharge reduction agreements (NDRAs) owned by the LTPT including: <ol style="list-style-type: none"> 1. Monitoring land owner implementation and compliance with the NDRAs 2. Taking appropriate action in relation to non-compliance 3. Processing any contractual changes whilst retaining the nitrogen tonnage purchased by the LTPT 4. Reporting to the LTPPJC as required.

Assessment		
Transitional Principles	Efficiency (cost)	Risk
Strongly aligned with all principles	Key drivers are: <ul style="list-style-type: none"> Costs associated with trust governance Compliance costs associated with administering a CCO Resource requirements of administering a stand-alone operation Least cost effective of all scenarios considered.	Overall this scenario is low risk. The project reviews undertaken to date have concluded that the current governance and management models are fit for purpose and working well. The high level of resourcing required to sustain this model relative to the activities being undertaken is a potential risk should project funders be seeking ways to reduce costs to their constituents in the future.
Relative ranking ²		
1 =	3	2 =

² Ranking relative to the three preferred scenarios (1 or gold being the highest and 3 or bronze the lowest).

Commentary
<p>Proven model:</p> <ul style="list-style-type: none">• Retention of the Joint Committee in its current form reinforces the collaborative aspects of the project and maintains the sense of shared responsibility.• Retention of the CCO/Trust reduces the likelihood of project IP being lost.• Allows for the independent, commercial management of the NDRAs <p>Flexible:</p> <ul style="list-style-type: none">• Retains the constitutional and structural arrangements for the project as currently configured. These arrangements have proved to be successful and would be difficult to reinstate if deconstructed.• Keeps options open should the partners wish to extend the focus of the LTPT or should changes need to be made to address new circumstances.
Overall ranking³ =2

³ Key

Highest – 1 Gold	Second Highest – 2 Silver	Lowest – 3 Bronze
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Scenario (1b.): Governance - Joint Committee (status quo)
Management - CCO (status quo) housed by partner organisation (new)

Description		
	Governance	Management
Legal status	Joint committee established in accordance with Local Government Act (LGA) 2002, Sch 7 cl 30A.	Charitable Trust Council Controlled Organisation (CCO) under the LGA 2002
Reporting to	Taupō District Council (TDC) and Waikato Regional Council (WRC)	Lake Taupō Protection Project Joint Committee (LTPPJJC)
Constitution/ structural arrangements	Two (2) representatives each from: <ul style="list-style-type: none"> Her Majesty's Government (the Crown) WRC TDC Tūwharetoa Māori Trust Board (TMTB) 	Four (4) trustees appointed on behalf of the settlers by the LTPPJJC. <ul style="list-style-type: none"> Stand-alone operation but housed within a partner organisation with a service level agreement for IT, accountancy and other non-specialised servicing requirements Executive officer engaged by the LTPT to administer day-to-day activities Specialist services contracted as required
Scope	<ol style="list-style-type: none"> 1. Appoint trustees to the Lake Taupō Protection Trust (LTPT) 2. Set broad direction, objectives and priorities for the LTPT and its expenditure of funds. 3. Monitor/review the LTPT's activities 4. Review the Lake Taupō Protection Project at regular intervals 5. Report and make recommendations to the Member Authorities. 	Single purpose trust to oversee the nitrogen discharge reduction agreements (NDRAs) owned by the LTPT including: <ol style="list-style-type: none"> 1. Monitoring land owner implementation and compliance with the NDRAs 2. Taking appropriate action in relation to non-compliance 3. Processing any contractual changes whilst retaining the nitrogen tonnage purchased by the LTPT 4. Reporting to the LTPPJJC as required.

Analysis		
Transitional Principles	Efficiency (cost)	Risk
Strongly aligned with all principles	Overall costs are driven by: <ul style="list-style-type: none"> Costs associated with trust governance Compliance costs associated with administering a CCO. Under this scenario overhead costs are reduced by around \$50k (cf. status quo) by housing the LTPT as a stand-alone operation within a partner organisation.	Overall this option carries the lowest risk of all the scenarios considered. It retains the current governance and management models that have proved to be fit for purpose whilst reducing overhead costs.
Relative ranking ⁴		
1 =	2	1

⁴ Ranking relative to the three preferred scenarios (1 or gold being the highest and 3 or bronze the lowest).

Commentary
<p>Proven model:</p> <ul style="list-style-type: none"> Retention of the Joint Committee in its current form reinforces the collaborative aspects of the project and maintains the sense of shared responsibility. Retention of the CCO/Trust reduces the likelihood of project IP being lost. Allows for the independent, commercial management of the NDRA's <p>Flexible:</p> <ul style="list-style-type: none"> Retains the constitutional and structural arrangements for the project as currently configured. These arrangements have proved to be successful and would be difficult to reinstate if deconstructed. Keeps options open should the partners wish to extend the focus of the LTPT or should changes need to be made to address new circumstances. <p>Efficiency advantages over current model:</p> <ul style="list-style-type: none"> Housing the LTPT as a stand-alone operation with a service level agreement within a partner organisation, reduces the annual operating costs by approximately \$50k and aligns expenditure with the scope of the activities to be performed.
Overall ranking⁵ = 1

⁵ Key

Highest – 1 Gold	Second Highest – 2 Silver	Lowest – 3 Bronze
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Scenario (2a.): Governance - Joint Committee (status quo)
Management - Single partner responsible for management of NDRAs (new)

Description		
	Governance	Management
Legal status	Joint committee established in accordance with Local Government Act (LGA) 2002, Sch 7 cl 30A.	Local government entity operating in accordance with the LGA 2002 or Statutory entity operating in accordance with the Māori Trust Boards Act 1955
Reporting to	Taupō District Council (TDC) and Waikato Regional Council (WRC)	Lake Taupō Protection Project Joint Committee (LTPPJJC)
Constitution/ structural arrangements	Two (2) representatives each from: <ul style="list-style-type: none"> Her Majesty's Government (the Crown) WRC TDC Tūwharetoa Māori Trust Board (TMTB) 	<ul style="list-style-type: none"> NDRAs vested in a partner entity⁶. Project oversight and administration of the NDRAs managed internally as an activity of one of the partner organisations. Specialist services contracted as required
Scope	<ol style="list-style-type: none"> 1. Appoint trustees to the Lake Taupō Protection Trust (LTPT) 2. Set broad direction, objectives and priorities for the LTPT and its expenditure of funds. 3. Monitor/review the LTPT's activities 4. Review the Lake Taupō Protection Project at regular intervals 5. Report and make recommendations to the Member Authorities. 	Entity responsible for overseeing the NDRAs including: <ol style="list-style-type: none"> 1. Monitoring land owner implementation and compliance with the NDRAs 2. Taking appropriate action in relation to non-compliance 3. Processing any contractual changes whilst retaining the nitrogen tonnage purchased by the LTPT 4. Reporting to the LTPPJJC as required.

Analysis		
Transitional Principles	Efficiency (cost)	Risk
Alignment with the principles is not as strong as Scenario 1a. and 1b. Principles that this option received a low score for included: <ul style="list-style-type: none"> Flexibility, adaptiveness and effectiveness Independent, commercial management of the NDRAs The long-term protection and good management of the public's investment was also seen to be a challenge if the management of the NDRAs are simply absorbed as BAU as opposed to being managed by a trust with a single purpose.	Estimated savings of \$100 - 150k due to: <ul style="list-style-type: none"> No trust governance costs No compliance costs associated with administering a CCO Reduced overhead requirements due to not administering a stand-alone operation. Second most cost effective of all scenarios considered.	The main risks identified for this scenario were: <ul style="list-style-type: none"> Loss of unique skill set built up to manage the NDRAs Potential for NDRAs failures if the project becomes BAU and project partners lose 'line of sight' versus being managed by a trust with a single purpose. Model is untested
Relative Ranking		
3	1	3

⁶ Preferably an entity with a perpetuity of succession.

Commentary
Retention of the Joint Committee in its current form reinforces the collaborative aspects of the project and maintains the sense of shared responsibility.
Of the three preferred options, management under this scenario offers the greatest potential for cost efficiency. However, increased financial efficiency in the short term needs to be weighed against other costs and risks which may affect and potentially undermine the project in the long term (refer below).
Management model is untested: <ul style="list-style-type: none"> • Potential loss of unique skill set/project IP built up by both the Trust and current management • Potential for NDRAs failures if the project becomes BAU and project partners lose 'line of sight' versus being managed by a trust with a single purpose. • Independent management of the NDRAs would be lost and the commercial aspects of this management may be more difficult to achieve by a public entity.
Reduced flexibility: <ul style="list-style-type: none"> • The projects current constitutional and structural arrangements would be difficult to reinstate in the future if deconstructed. • The option of extending the focus of the current LTPT in the future would be lost.
Overall ranking ⁷ =3

Key

Highest – 1 Gold	Second Highest – 2 Silver	Lowest – 3 Bronze
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Introduction

1. This report presents the findings of an extensive review into the governance and management arrangements for the LTPP including the cost effectiveness of these arrangements⁸.

Reasons for the review

2. The primary purpose for this review is to assist the LTPPJC make recommendations to the project partners – the Crown, TDC, TMTB and WRC - on protecting the investment made by the partners to maintain lake water quality post June 2021 when the current project agreement expires.
3. This review also fulfils the requirements of Section 17A⁹ of the LGA.
4. Section 17A requires local authorities to review the cost effectiveness of their current arrangements for good quality infrastructure, local public services, and regulatory functions.
5. Under the Act, services are to be reviewed at least every six years or earlier should either or both of the following circumstances arise [S17A (2)]¹⁰:
 - a. any proposal to significantly change service levels
 - b. when a contract or other binding agreement is within two year of expiration
6. Broadly, all of the triggers for review listed in the LGA are applicable to the LTPP but in particular the expiration of the LTPP Project Agreement gives rise to the need for this review.

Scope

7. The LTPP is a multi-faceted project, involving:
 - a. ongoing state of the environment monitoring by WRC monitoring staff
 - b. regulation through the Waikato Regional Plan with implementation and enforcement of the plan rules by WRC regulatory staff
 - c. active engagement and commitment of TDC to manage nitrogen discharges from urban sources
 - d. an \$80 million public fund to purchase nitrogen from pastoral land owners in the catchment to reduce nitrogen leaching into Lake Taupō by 20 per cent (170 tonnes).
8. This review is limited to those aspects of the project relating to the public fund and the governance and management ongoing protection of this investment (ie. 7d above.). The other services related to this project will be reviewed by the respective councils as required.

Structure

9. This review report has been divided into three main sections:
 - a. Section one provides a brief background to the project, an overview of the services to be delivered post June 2021 and an outline of the roles of the respective partners in the delivery of these services. It also identifies the project's primary clients and stakeholders and comments the effectiveness of the current service delivery arrangements.
 - b. Section two overviews the options available for the governance and management of the services to be delivered post June 2021. Six scenarios, using different combinations of these governance and management for the options, are then assessed and ranked.
 - c. Section three focusses on the preferred options from the analysis. It compares the strategic fit of these options with the LTPPJC's principles for future governance and

⁸ This review was undertaken by the Officials Working Party (OWP). The OWP is comprised of staff from the LTPP partner agencies who support the LTPPJC members and includes the LTPP's Manager.

⁹ Refer to Appendix 1.

¹⁰ There are exclusions under the LGA but these do not apply to the LTPP.

management of the project, efficiency and risks. Finally, this section draws conclusions for the LTPPJC and subsequently the partners to consider.

Section One: Background and Services to be Delivered

Background

10. Initiated by WRC in 2000, the LTPP was in response to changes in water clarity and concerns about the effects of land use on the water quality of Lake Taupō.
11. The project's agreed aim is to maintain the water quality of the lake at 2001 levels and prevent further decline. To this end water quality limits have been set in the Waikato Regional Plan, which are to be met by 2080.
12. In February 2007 the Crown, WRC and TDC signed an agreement (the Project Agreement) to contribute to a joint public fund to be used to undertake strategies and actions to reduce the amount of manageable nitrogen from pastoral land from entering Lake Taupō by 20 per cent¹¹. The agreement covered:
 - a. Governance of the project through a joint committee whose membership included the three signatories to the agreement and the TMTB.
 - b. Establishment of the Lake Taupō Protection Trust (LTPT) to apply the public fund
 - c. Regular reviews of the project
 - d. Arrangements for termination.
13. The LTPT has expended the public fund by entering into contractual agreements with land owners known as nitrogen discharge reduction agreements (NDRAs). These NDRAs have a term of 999 years and require ongoing monitoring and contractual oversight to ensure that the terms and conditions of the contracts are adhered to and the investment made by the funding partners is protected. Contractual agreements in perpetuity were not anticipated when rating for the local government component of the public fund was consulted on in 2004 through TDC and WRCs' long term plans (LTPs). The thinking at the time was that pastoral land would be purchased, converted to reduce the nitrogen discharges, covenanted to prevent future increases in discharges and then on sold. The subsequent introduction of the nitrogen trading market enabled LTPT to enter into agreements to purchase nitrogen credits directly from owners, as provided for within the Project Agreement.
14. The original Project Agreement had a sunset clause terminating the project on 30 June 2019 or earlier should the public fund be fully expended. A recent variation to the agreement extended the term of the project to 30 June 2021 as there was a need to determine the future governance, management and ongoing funding arrangements for the project. The LTPT is operating on residual funds for the term of the extension.

Services to be delivered post June 2021

15. Over the term of the current Project Agreement, the LTPT has entered into 27 NDRAs with pastoral land owners. While components of these agreements will be similar, the NDRAs were individually negotiated to achieve the specific requirements of the land owner while conforming with the outcomes sought by the project – no one contract is the same.
16. The last of these agreements was signed in 2015, with reductions achieved on farm in 2018, and since this time the LTPT has shifted its focus from seeking and negotiating NDRAs to monitoring and compliance.
17. Likewise, the focus of the LTPPJ, as the governance body for the project, has also shifted. While continuing to receive reports on implementation and monitoring of the project from both the LTPT and WRC staff, governance focus has been on the future of the project post 2021 and the commitment of partners to continuing to fulfil their obligations. For example, a monitoring deed was signed in 2014 by the public funders - the Crown, TDC and WRC – and the LTPT, and latterly the TMTB. The monitoring deed is now a foundation document for the LTPP.

¹¹ This equates to 170.3 tonnes of nitrogen.

18. The table below summarises the ongoing services – both governance and management - to be delivered for the LTTP¹².

Table One: Lake Taupō Protection Project Services Post 2021	
Governance	Management
<ol style="list-style-type: none"> 1. Set broad direction, objectives and priorities for the project 2. Monitor/review management activities: <ul style="list-style-type: none"> • Oversight of NDRAs • Receive reports from WRC on compliance of land owners with the regional plan rules • Receive reports from WRC on lake water quality • Communications plan implementation 3. Review project and associated agreements/deeds as specified in the project documentation (eg. LTTP Project Agreement every six years, Monitoring Deed three yearly) 4. Report to project partners and make recommendations, as required 	<p><i>Nitrogen Discharge Reduction Agreements</i></p> <p>Oversight of the NDRAs including:</p> <ol style="list-style-type: none"> 1. Monitoring land owner implementation and compliance with their individual NDRAs 2. Taking appropriate action in relation to non-compliance 3. Processing any contractual changes whilst retaining the nitrogen tonnage purchased by the LTPT 4. Reporting to governance, as required. <p><i>Project Administration</i></p> <ol style="list-style-type: none"> 1. Provide administrative support for the project (ie. Governance support) 2. Project management (ie. Preparing budgets, work programme and project co-ordination) <p><i>WRC¹³</i></p> <ol style="list-style-type: none"> 1. Prepare and implement monitoring plan (as specified in Monitoring Deed) and subsidiary plans - the Lake Taupō Compliance Plan and Communications Plan 2. Prepare reports and undertake regular reviews (three yearly) of the above plans 3. Implement and monitor the regional plan 4. Enforce non-compliance with land use consents and permitted activity rules. 5. Monitor and report on lake water quality. <p><i>The Partners</i></p> <ol style="list-style-type: none"> 1. Work collaboratively to protect the public investment. 2. Champion the project to keep it front of mind. 3. Fund the communication of the legacy of the project.

Clients and stakeholders

Clients

19. The clients of the LTPT are owners of pastoral land in the Lake Taupō catchment - a mix of private land owners and Māori farm trusts.
20. As noted above, the LTPT has entered into 27 separate NDRAs although some owners may have more than one agreement with the Trust.

¹² For more details refer to Appendix 2: Roles/Services to be Delivered Post June 2021. A summary of the projected work programme for the LTTP (2020 to 2031) is also provided in Appendix 3.

¹³ As noted in the scope for this report, the activities undertaken by WRC are not the subject of this review. These services are listed here for contextual information only and will be reviewed by WRC as required when it is reviewing related activities and services.

21. The management of the NDRAs is of particular importance to the land owners. When seeking to vary or change farm plans there is a potential for a request to be made to the LTPT for the NDRA(s) to be varied to accommodate the proposed changes. These requests can have significant economic implications for the land owner and need to be dealt with in an expedient and effective manner otherwise livelihoods can be negatively impacted.

Stakeholders

22. Stakeholder interest in the LTPP is extensive. The public fund used to purchase nitrogen from land owners was drawn from national, regional as well as local sources – 45 per cent from government, 33 per cent from regional ratepayers (excluding Taupō district) and 22 per cent from Taupō district ratepayers. On behalf of the stakeholders, the project partners have an ongoing obligation to ensure that the \$80 million public investment in nitrogen is protected and the contracts well managed.
23. The 999 year term of the NDRAs means that future generations are major stakeholders in the project. This reinforces the need to ensure that the story of the project is widely communicated and understood so that the legacy is maintained.
24. Since the signing of the Project Agreement in 2007, the LTPP has received considerable national and international attention. All aspects of the project have been examined to inform and inspire solutions to complex environmental issues. Most recently the project was the subject of an OECD policy paper titled *The Lake Taupo Nitrogen Market in New Zealand - Lessons in environmental policy reform* (2015)¹⁴. It was also highlighted as a case study in New Zealand's OECD Environmental Performance Review in 2017¹⁵.
25. The transition from the purchasing of nitrogen to long term contract management will continue to be of international interest. As the project enters this next phase, it provides a working example that is likely to be studied for the lesson that can be applied to other projects of a similar nature.

Effectiveness of current arrangements

26. The Project Agreement requires that reviews are undertaken every five years. Accordingly, reviews were carried by external contractors in 2011 and 2016.
27. Key findings of the 2011 review undertaken by Alchemists Ltd were that¹⁶:
- Overall progress of the LTPT toward the project objective was impressive and a credit to the Trustees and staff involved
 - Both governing structures – the Joint Committee and LTPT were considered effective and working well
 - As an independent trust the LTPT has been able to operate in an innovative and flexible manner.
28. The 2016 review prepared by Tony Petch Consulting Ltd and Graeme Fleming concurred with these findings¹⁷:
- Above all, the project showed the effectiveness of working with partners Government, Taupō District Council, Waikato Regional Council and the Tūwharetoa Māori Trust Board to achieve a very difficult task at the time. The project has been completed ahead of schedule: with all land use consents issued to land owners and being monitored; and all nitrogen purchases completed and being monitored for contractual compliance. There are few other projects in the world that provide such comprehensive protection of a near-pristine waterbody.*
29. While supportive of the current arrangements, the 2016 review foreshadowed the termination of the current Project Agreement, the need for the project to transition from

¹⁴ <http://www.protectinglaketapu.nz/assets/Protecting-Lake-Taupo/The-Trust/Key-Documents/OECD-Report.pdf>

¹⁵ <http://www.oecd.org/newzealand/oecd-environmental-performance-reviews-new-zealand-2017-9789264268203-en.htm>, page 9.

¹⁶ Alchemists Ltd (January 2011), *Protecting Lake Taupo Project Review Report - Final* (WRC Doc #1913069), page 5.

¹⁷ Tony Petch Consulting Ltd (September 2016), *Lake Taupō Protection project: Project Review 2016* (WRC Doc # 9091643), page i.

purchase to long term maintenance and potential in changes the operating environment for both governance and management.

Changes in the operating environment

30. The LTPP is now entering a new phase and arrangements for continuing the project need to be fit for purpose and adaptable to the local and national context in which it operates.
31. Since its inception the focus of the LTPPJIC and the LTPT has been on the acquisition of the benchmarked tonnage of nitrogen required to maintain Lake Taupō water quality at 2001 levels.
32. The 2016 Review made recommendations for the transition of the project. These recommendations were based on interviews with key stakeholders and reflected the understanding at that time. Four years on and under the direction of the LTPPJIC an in depth, broad analysis of the project has been undertaken. This Section 17A report has taken into account these initial 2016 review recommendations within the context of today's operating environment and are presented in the next section of this report.

Section Two: Options and Assessment

Current structure

33. As noted in the previous section, the structure for the LTPP is set out in the project agreement signed by the Crown, TDC and WRC in 2007.
34. Clause 7 of the agreement requires that governance of the project be undertaken by a joint committee, in compliance with schedule 7 of the LGA.
35. Membership and appointments to the joint committee are covered by clause 8 of the agreement. Provision is made for two members from the Crown, TDC and WRC with an additional two members from the TMTB.
36. The agreement (clause 6) stipulates that the project will be implemented by an incorporated charitable trust (the LTPT) and that, once established, the trust will be a Council Controlled Organisation (CCO) subject to the governance and accountability requirements of CCOs contained in Part 5 of the LGA. Settlers of the LTPT are the Crown, TDC and WRC.

Service delivery options

37. With the expiration of the agreement in June 2021 and the transition of the project into its long-term management phase, it is timely to review the current governance and management arrangements. The management services outlined in Table One in the previous section will continue to need to be delivered and the structural arrangements for that delivery should be fit for purpose.
38. In undertaking this review, effort was made to consider a range of different project governance and management possibilities including 'doing nothing'.
39. Options for governance fell into three main categories:
 - a. A board or other ad hoc body appointed by the Crown
 - b. A council committee under the auspices of either of the two councils
 - c. A joint committee of TDC and WRCWithin these three categories various 'hybrids' were considered involving either the establishment of a new committee/entity or utilising an existing governance body.
40. Similarly, options for management also fell into three categories:
 - a. A trust conforming to the definition CCO under the LGA
 - b. A company conforming to the requirements of a council controlled trading organisation (CCTO) under the LGA
 - c. A partner (eg. WRC) taking on responsibility for management with service delivery performed by staff or contracted out to an external agency.'Hybrids' within these three categories were also considered.
41. Diagram one illustrates the potential options described above. For further information on these options refer to Appendix 4 (Governance) and Appendix 5 (Management).



Methodology

42. Assessment of the potential service delivery options was undertaken in three steps.
43. Step one involved an assessment of all of the options against a set of principles¹⁸ that had been agreed by LTPPJIC and subsequently adopted by TDC and WRC in June 2019. As a consequence of this initial assessment a number of options were able to be eliminated.
44. Six scenarios applying various combinations of the remaining governance and management options were then prepared for further assessment.
45. Step two was a cost effectiveness analysis of the six scenarios based on a projected ten-year work programme¹⁹ for the LTPP.
46. The third and final step compared each of the scenarios against the risks identified for the project.

Assessment against principles

47. The principles adopted in 2019 for assessing governance and management for the project post June 2021 are set out below.

Principles for Future Governance and Management	
Who?	<ul style="list-style-type: none"> Preference for a co-governance model with the current partners – Taupō District Council, Waikato Regional Council, Tūwharetoa Māori Trust Board, and the Crown. Periodic reviews (three yearly, or sooner if required) of the governance model to ensure flexibility, adaptiveness and effectiveness on an ongoing basis.
What?	<p>The model adopted will provide:</p> <ul style="list-style-type: none"> Oversight and enhancement of all aspects of lake water quality Long term protection and good management of the public investment. Formal and long-term oversight of the obligations and accountabilities of all parties to the project

¹⁸ Referred to as the Transition Principles, the development of these principles was a requirement of the Deed of Variation (No. 3) which extended the term of the Project Agreement to 30 June 2021.

¹⁹ The projected work programme for the LTPP is summarised in Appendix 3.

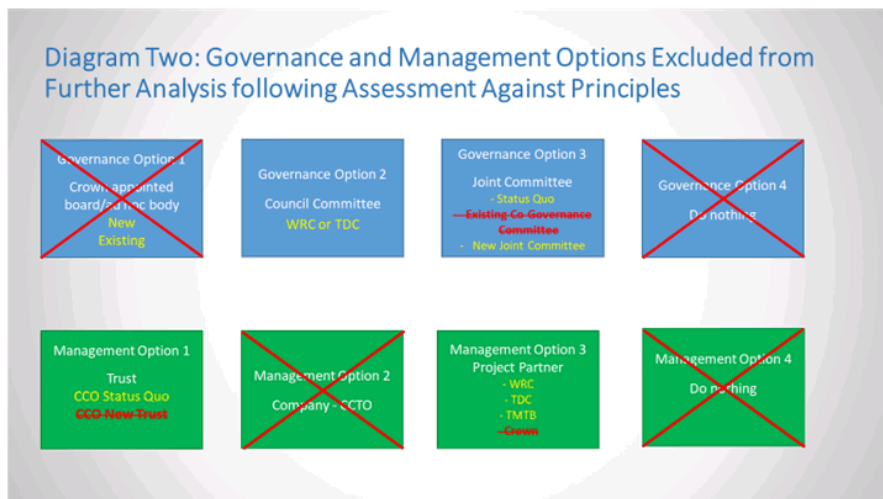
- An ability to build on the knowledge, experience and lessons learned from the project.

How?

Delivery of the project will ensure:

- The continuation of the independent, commercial management of the nitrogen reduction agreements.
- Strong, ongoing connection with the community and land owners in the Taupō Waters catchment.
- Continuation of methods that promote innovation.

48. The full range of service delivery options identified in diagram one (see also paragraphs 38 to 40 above) were assessed and ranked based on alignment with the principles.
49. Key drivers for ranking highly tended to be options that:
- a. supported the preference for a co-governance model with current partners
 - b. ensured the continuation of independent, commercial management of the NDRAs.
- Flexibility, adaptiveness and effectiveness on an ongoing basis was also important.
50. Options with limited alignment with the principles or considered unfeasible were subsequently excluded from further analysis (refer to diagram two below).



51. The options that were carried forward for further assessment were as follows:

Governance

1. Council Committee
2. Joint Committee
 - a. Existing (Status Quo)
 - b. New

Management

1. Trust with CCO (Status Quo)
2. Project Partner
 - a. Waikato Regional Council
 - b. Taupō District Council
 - c. Tūwharetoa Māori Trust Board

Scenarios

52. Using different combinations of the options, six scenarios for project governance and management were developed and assessed in relation to efficiency and risks. The scenarios are described in brief below (for a fuller description refer to Appendix 6).

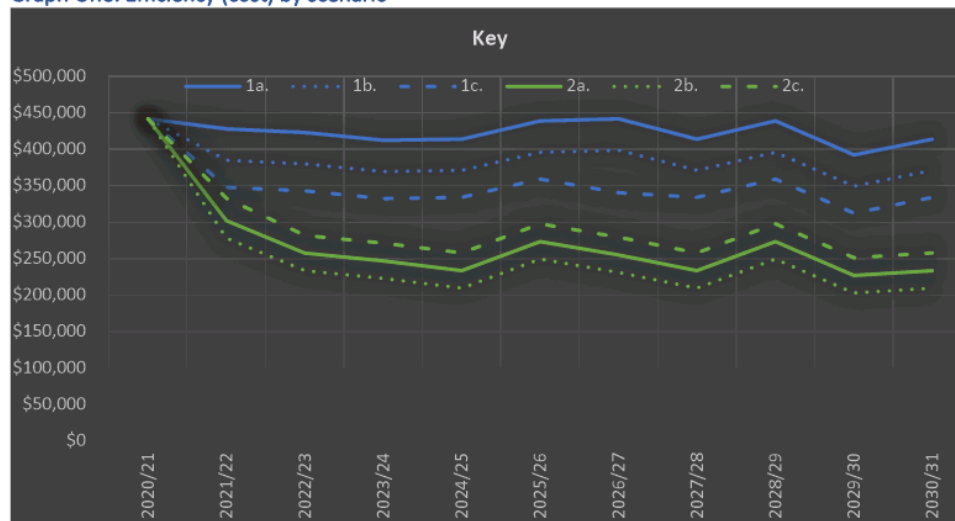
Scenarios

1a.	Governance	Existing Joint Committee (JC) or new JC
	Management	Charitable trust, CCO as a stand-alone operation
1b.	Governance	Existing JC or new JC
	Management	Charitable trust, CCO housed by partner.
1c.	Governance	New or existing committee of TDC or WRC.
	Management	Charitable trust, CCO housed within WRC or TDC
2a.	Governance	Existing JC or new JC
	Management	NDRAs managed internally by a partner.
2b.	Governance	New or existing committee/board of one of the partners
	Management	NDRAs managed internally by a partner.
2c.	Governance	New or existing committee/board of one of the partners
	Management	NDRAs managed internally by a partner. Delivery out-sourced.

Efficiency (cost)

53. Based on the services to be delivered post 2021 and the projected work programme²⁰ detailed budgets were prepared for the period 2020 – 2031 for the six scenarios.
54. Depending upon the scenario, post June 2021 the governance and management of the LTPP will cost between \$250 to 420k per annum.
55. The graph below shows the difference in costs between the various scenarios (refer to Appendix 7 for budget summaries).

Graph One: Efficiency (cost) by scenario



²⁰ Refer Appendix 3 for the LTPP's Work Programme – 2020 to 2031.

56. A key driver for efficiency is the cost associated with the management structure used to deliver the LTPP. The CCO/Trust structure is more expensive due to compliance, reporting and other costs associated with being a council controlled organisation.
57. Overheads are another factor that can impact the overall cost of the project. The current LTPT is a stand-alone operation and, although indirect expenses such as rent, IT and accountancy services are kept to a minimum, relative costs are higher as the trust does not have the advantage of the economies of scale afforded by being part of a larger operation.
58. Scenario 2b has the lowest cost of the six scenarios considered. Under this scenario one of the current partners would take on both the governance and management elements of the project. It envisages the partner's staff being responsible for management of the NDRA's and reporting to an appropriate standing committee or the organisation's board. Line of sight for the partners in terms of protecting their collective investment would rely on almost entirely the provisions in the project's Monitoring Deed.
59. The status quo (Scenario 1a.) is the most expensive of the scenarios due to the factors listed in paragraphs 56 and 57 above. However, the current model is proven and less costly scenarios may not deliver the protection of public's investment in the project that the partners desire.

Risk

60. The third component of the assessment of the scenarios was a risk analysis.
61. In undertaking this assessment, a risk register for the project as it currently stands was first prepared (ie. joint committee and LTPT). Mitigations were also identified to assist with reducing or giving guidance on managing specific risks for particular scenarios (refer Appendix 8).
62. Greatest risks for the LTPP are primarily related to:
- potential loss of the considerable intellectual property (IP) that the LTPT has built up over the past 13 years and the unique skill set held by both the trustees and LTPT management
 - international and national reputational risks as a leading-edge project and the importance of the LTPP being able to smoothly transition to this next phase of its life and be sustainable in the long term
 - challenges in securing and retaining future funding for the project.
63. The six scenarios were assessed against the identified risks for the project both in terms of likelihood of occurrence and potential impact. In summary, the scenarios are listed below in order from lowest to highest risk (refer Appendix 9 for further detail).

Lowest	Scenario 1b	JC/CCO housed within partner organization
	Scenario 1a.	JC/CCO (Status quo)
Risk	Scenario 1c.	TDC/WRC Committee + CCO Inhouse
	Scenario 2a.	JC/Single Partner responsible for Management (with specialist NDRA staff)
Highest	Scenario 2b.	Single Partner responsible for Project (Governance and Management and employing specialist NDRA staff)
	Scenario 2c.	Single Partner responsible for Project (Governance and Management outsourcing NDRA management)

64. Scenarios that retain all or some of the aspects of the status quo tend to have a lower risk rating with respect to 62a. and 62b. above. This is due to the current model being proven to deliver. A strength of the project has been of the relationship between the partners and the

LTPT and the direct 'line of sight' the partners have over the management of the NDRAs.

The JC has been successful in maintaining the connection between the partners and the LTPT reporting lines to the committee have been clear.

65. Funding is yet to be secured for the ongoing management of the NDRAs. This is a risk for all scenarios but in general terms the higher the cost of service delivery, the higher the likelihood of funding challenges. As noted in the previous section, Scenario 2b has the lowest cost of the six scenarios considered (see paragraph 58 above). However, investment by all partners is significant and there is a concern that should responsibility for the LTPT be vested in one partner there is a risk of loss of project 'line of sight'.

Ranking

66. The table below summarises the ranking of the six scenarios against adherence to the three components of the assessment and provides an overall ranking.
67. The highest ranked scenario is for continuing with a joint committee and council-controlled organisation (ie. the LTPT) but housing the LTPT within one of the partner organizations with a service level agreement.
68. The next highest ranking scenarios are:
- status quo (scenario 1a.)
 - a JC with one of the partners taking responsibility for management of the NDRAs with specialist staff (scenario 2a).

Table Two: Scenarios by Rank				
Scenarios	Ranking			Overall Ranking
	Adherence to Transition Principles	Efficiency (cost)	Risk	
Assessment				
Scenario 1a. JC/CCO (Status quo)	1=	6	2=	2=
Scenario 1b: JC/CCO housed within partner organization	1=	5	1	1
Scenario 1c: TDC/WRC Committee + CCO In house	4	4	2=	4
Scenario 2a. JC/Single Partner responsible for Management (with specialist NDRA staff)	3	2	4	2=
Scenario 2b: Single Partner responsible for Project (Governance and Management and employing specialist NDRA staff)	5=	1	5	5
Scenario 2c: Single Partner responsible for Project (Governance and Management outsourcing NDRA management)	5=	3	6	6

Key

Ranking	
Highest	1
	2
	3
	4
	5
Lowest	6

69. The assessment undertaken by the OWP and presented this section of this report indicates that Scenarios 1a., 1b. and 2a. are considered to be the most viable options for the future governance and management of the LTPP as the project transitions to its long-term maintenance phase. These three scenarios are discussed in more detail in the next section of the report which focuses on preferred options and conclusions.

Section Three: Conclusions

Role of the LTPPJIC

70. The LTPPJIC's role is to make recommendations to the LTPP partners on the future governance and management of the project. This information is essential to:
- Enable the LTPT to prepare their 2020/21 Sol as either a going concern or for the winding-up of the trust²¹ and assignment of the NDRAs to a new owner
 - Enable TDC and WRC to consult with the public on future funding for the project through their respective LTPs
 - Provide reassurance for NDRA land owners - the current recipients of the services of the LTPT – that continuity of expedient service delivery is in hand.
71. In making its recommendations the LTPPJIC should propose a preferred option for the partners to consider. It should also indicate the principal alternatives it has assessed for addressing the future of the project. This will assist TDC and WRC consult on future funding for the LTPP in their respective LTPs. TDC and WRC need to be able to present to the public principal options and the implications (including financial implications) of each of these options as well as signalling a preferred option²².
72. In this section of the review the three highest ranking scenarios are presented in more detail. Hybrids of these scenarios are also considered and conclusions are drawn on a preferred option with principal alternatives.

Highest ranking scenarios

73. Based on the assessment in Section Two of this review, the highest-ranking scenarios for the future governance and management of the LTPP are as follows:

Scenario	Governance	Management
Scenario 1a	Joint committee (status quo)	CCO with independent administration (status quo)
Scenario 1b	Joint committee (status quo)	CCO (status quo) housed by partner organisation (new)
Scenario 2a	Joint committee (status quo)	Single partner responsible for management of the NDRAs (new)

74. Summaries of these scenarios are provided on pages 9 to 14 to enable readers to compare similar information on all three. The information includes:
- A brief description of the scenario including legal status, reporting lines, constitutional/structural arrangements and scope of activities/services to be delivered
 - Key findings from the assessment (ie. alignment with the principles, efficiency and risk) for each scenario and its relative ranking in relation to the other scenarios
 - Commentary and conclusions highlighting the advantages or limitations of the scenario
 - Finally, an overall ranking is given.

Hybrids

75. As noted in the previous section, the assessment of service delivery options identified hybrids of the various scenarios (refer to paragraphs 39 and 40). Hybrids for the highest ranking scenarios are discussed below with respect to feasibility and appropriateness for the phase that the project is now entering.

²¹ This information is required by the LTPT by 1 May 2020 to enable it to finalise its 2020/21 Sol for delivery to TDC and WRC by 30 June 2020.

²² LGA, Section 93C, ss 2(b).

JC

76. All three scenarios favour the continuation of a JC for project governance. The membership of the current LTPPJIC comprises two representatives each from the Crown, TDC, TMTB and WRC. As indicated in section 2 of this review, a JC with an altered membership could be considered should some members wish to take a 'step back' from the governance table or there was a desire to bring new members to the table to reflect changes in the operating environment.
77. In the immediate future project stability is important and, as signalled through the transitional principles, retention of the current project members is preferred. The strength of this relationship continues to be a key aspect of the project and full participation of all members is considered essential for the successful transition from a development to a maintenance phase of the project.
78. Provision has been made in the LTPP work programme 2020 – 2031 for six yearly reviews (refer Appendix 3). This would be an appropriate time to reconsider the composition of project governance taking into account the level of involvement the respective partners could commit to and any changes that may have occurred in the operating environment since last reviewed.

Management

79. Scenario 1b proposes that management of the NDRAs continue to be provided by the LTPT and that the trust be housed within one of the partner organisations. While retaining its legal status and separate identity, a service level agreement with one of the partners would enable the LTPT to reduce costs by taking advantage of being able to share its overhead burden with a larger organisation.
80. Hybrids for this scenario are housing within TDC, TMTB or WRC. TDC, TMTB and WRC management have indicated that the LTPT could be accommodated within their respective organisations, noting that due diligence will need to be undertaken by all parties should this option be progressed.
81. Scenario 2a proposes one of the partners - TDC, TMTB or WRC – taking on responsibility for the NDRAs with service delivery provided by the partner's staff.
82. TDC management have indicated that, while possible, oversight of the NDRAs would be a new function and does not naturally align with the services delivered by the council. Specialist staff would need to be engaged.
83. Whilst water quality is a function of regional councils, WRC notes that the management of the NDRAs falls outside of the scope of the RMA and requires commercial acumen rather than resource management skills. Like TDC, WRC would also need to engage specialist staff should the delivery of services reside with the regional council.
84. TMTB would need to undertake due diligence on this matter if this was an option to be progressed.

Conclusion

85. A comprehensive service delivery review of the LTPP has been undertaken to assist the LTPPJIC make recommendations to the project partners on the future governance and management arrangements for the project. The current project agreement is due to expire in June 2021 and the partners need to ensure that the public's \$80 million investment in NDRAs with land owners are appropriately provided for and the ongoing delivery of services to these land owners is efficient and effective.
86. This review conforms with the requirements of Section 17A of the LGA and has involved:

- a. An overview of the ongoing services to be delivered including a long-term work programme (2020 – 2031)
 - b. Identification of the service delivery options and the development of governance and management scenarios
 - c. An assessment and ranking of the scenarios in accordance with a set of principles agreed by the partners for the transition of the project, cost and risk
 - d. Closer examination of the three highest ranking scenarios and selection of a preferred option.
87. The conclusion of this review is that at this stage in transitioning the project from a development to a maintenance phase, Scenario 1b (JC with CCO housed by partner organisation) is the preferred option for future governance and management of the LTTP. Reasons for this are as follows.
- a. The structural arrangements for the project have proved to have been successful. Specifically, this option:
 - Retains the JC in its current form reinforcing the collaborative aspects of the project and maintaining the sense of shared responsibility
 - Retains the CCO/Trust structure reducing the likelihood of project IP being lost.
 - Allows for the independent, commercial management of the NDRAs
 - b. This option maintains flexibility for the future by:
 - Retaining the constitutional and structural arrangements for the project as currently configured. These arrangements have proved to be successful and would be difficult to reinstate if deconstructed.
 - Keeping options open should the partners wish to extend the focus of the LTPT or should changes need to be made to address new circumstances.
 - c. Although not as great as some of the options considered, scenario 1b has efficiency advantages over the current model of service delivery. Housing the LTPT as a stand-alone operation with a service level agreement within a partner organisation, reduces the annual operating costs by approximately \$50k and aligns expenditure with the scope of the activities to be performed.
88. This review also concludes that the current membership of the JC should be retained - two representatives each from the Crown, TDC, TMTB and WRC. Transitioning from one phase of a project to another can be difficult and during change project stability is important.
89. Although a decision cannot be finalised until June 2021, it is recommended that a service level agreement be considered with one of the partners²³ to take advantage of economies of scale.
90. The principal alternatives to scenario 1b are (in order of preference):
- a. Scenario 1a. Governance - Joint Committee (status quo)/Management - CCO with independent administration (status quo)
 - b. Scenario 2a. Governance - Joint Committee (status quo)/Management - Single partner responsible for management of NDRAs (new)

²³ TDC, TMTB or WRC - to be determined at a later date.

Appendices

Appendix 1: Legislation

Local Government Act 2002

17A Delivery of services

- (1) A local authority must review the cost-effectiveness of current arrangements for meeting the needs of communities within its district or region for good-quality local infrastructure, local public services, and performance of regulatory functions.
- (2) Subject to subsection (3), a review under subsection (1) must be undertaken—
 - (a) in conjunction with consideration of any significant change to relevant service levels; and
 - (b) within 2 years before the expiry of any contract or other binding agreement relating to the delivery of that infrastructure, service, or regulatory function; and
 - (c) at such other times as the local authority considers desirable, but not later than 6 years following the last review under subsection (1).
- (3) Despite subsection (2)(c), a local authority is not required to undertake a review under subsection (1) in relation to the governance, funding, and delivery of any infrastructure, service, or regulatory function—
 - (a) to the extent that the delivery of that infrastructure, service, or regulatory function is governed by legislation, contract, or other binding agreement such that it cannot reasonably be altered within the following 2 years; or
 - (b) if the local authority is satisfied that the potential benefits of undertaking a review in relation to that infrastructure, service, or regulatory function do not justify the costs of undertaking the review.
- (4) A review under subsection (1) must consider options for the governance, funding, and delivery of infrastructure, services, and regulatory functions, including, but not limited to, the following options:
 - (a) responsibility for governance, funding, and delivery is exercised by the local authority;
 - (b) responsibility for governance and funding is exercised by the local authority, and responsibility for delivery is exercised by—
 - (i) a council-controlled organisation of the local authority; or
 - (ii) a council-controlled organisation in which the local authority is one of several shareholders; or
 - (iii) another local authority; or
 - (iv) another person or agency;
 - (c) responsibility for governance and funding is delegated to a joint committee or other shared governance arrangement, and responsibility for delivery is exercised by an entity or a person listed in paragraph (b)(i) to (iv).
- (5) If responsibility for delivery of infrastructure, services, or regulatory functions is to be undertaken by a different entity from that responsible for governance, the entity that is responsible for governance must ensure that there is a contract or other binding agreement that clearly specifies—
 - (a) the required service levels; and
 - (b) the performance measures and targets to be used to assess compliance with the required service levels; and
 - (c) how performance is to be assessed and reported; and
 - (d) how the costs of delivery are to be met; and
 - (e) how any risks are to be managed; and
 - (f) what penalties for non-performance may be applied; and

- (g) how accountability is to be enforced.
- (6) Subsection (5) does not apply to an arrangement to the extent that any of the matters specified in paragraphs (a) to (g) are—

 - (a) governed by any provision in an enactment; or
 - (b) specified in the constitution or statement of intent of a council-controlled organisation.
- (7) Subsection (5) does not apply to an arrangement if the entity that is responsible for governance is satisfied that—

 - (a) the entity responsible for delivery is a community group or a not-for-profit organisation; and
 - (b) the arrangement does not involve significant cost or risk to any local authority.
- (8) The entity that is responsible for governance must ensure that any agreement under subsection (5) is made publicly available.
- (9) Nothing in this section requires the entity that is responsible for governance to make publicly accessible any information that may be properly withheld if a request for that information were made under the [Local Government Official Information and Meetings Act 1987](#).

Section 17A: inserted, on 8 August 2014, by [section 12](#) of the Local Government Act 2002 Amendment Act 2014 (2014 No 55).

Appendix 2: Roles/Services to be Delivered Post June 2021

*Note: Roles marked with a * only apply if a trust/CCO structure is used to manage the nitrogen discharge reduction agreements (NDRAs)*

Governance

- 1) NDRAs Oversight
 - Appoint trustees on behalf of the settlors*
 - Set the broad directions, objectives, priorities and expectations for management and the expenditure of funds.
 - Receive and comment on statement of intents (Sols)*/annual work programmes and KPIs
 - Monitor the implementation of Sols*/annual work programmes (6 and 12 months)
 - Receive information on non-compliance with NDRAs
- 2) Project Monitoring and Reporting
 - Monitor the implementation of the project in accordance with the Monitoring Deed
 - Receive reports from Waikato Regional Council on the compliance of land owners with the regional plan (ie. Variation 5)
 - Oversee the implementation of the communication plan to:
 - embed land owner compliance with the regional plan
 - provide ongoing communication to the wider community on the benefits of the project.
- 3) Review and Recommendations
 - Undertake regular reviews of the project in accordance with the Project Agreement (5 yearly) and the Monitoring Deed (3 yearly)
 - Receive and comment on the Monitoring Plan(s) prepared by WRC (as per the Monitoring Deed)
 - Make recommendations to the project partners as required.

Management

- 1) NDRAs
 - Prepare statement of intents (Sols)*/annual work programmes and KPIs (includes budget)
 - Monitor compliance with the NDRAs and address any contract breaches
 - Work with land owners wanting to alter the terms of their NDRAs
 - Educate land owners on their responsibilities with respect to the NDRAs
 - Report to governance on the implementation of Sols*/annual work programmes (6 and 12 months)
 - Report to governance on any matters of non-compliance with NDRAs
- 2) Administering Council (WRC or TDC)
 - Provide administrative support for the project (ie. Governance support)
 - Ongoing management of the overall components of the project (ie. project budgets, work programme oversight and project co-ordination)
- 3) Waikato Regional Council
 - Preparation of an overall monitoring plan for approval by the project governance and subsidiary plans such as the Lake Taupō Compliance Plans

- Undertake regular reviews (three yearly) of the above plans
 - Implementation and monitoring of the regional plan (as per Variation 5)
 - Enforcement of any non-compliance with land use consents and permitted activity rules.
 - Report to governance on the compliance of land owners with the regional plan (ie. Variation 5)
 - Prepare, lead and fund (staff time) the communications plan
 - Report on the implementation of the communications plan and undertake regular reviews (three yearly)
 - Monitoring and reporting on lake water quality
- 4) The Partners
- Work collaboratively to support those agencies with specific management responsibilities to deliver the work programmes and protect the public investment.
 - Champion the project to keep it front of mind.
 - Funding to support the communication of the legacy of the project.

Appendix 3: Work Programme – 2020 to 2031

Activities		2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
Appointment of Trustees			•			•			•			•
Revise Project Agreement		•						•				
Review Monitoring Deed			•			•			•			•
Committee Administration		•	•	•	•	•	•	•	•	•	•	•
Review of Lake Taupo Catchment Compliance Monitoring Plan				•			•			•		
Lake Taupo Compliance Plan	Plan Review	As required	As required	As required	As required	As required	As required	As required	As required	As required	As required	As required
	Reporting	•	•	•	•	•	•	•	•	•	•	•
Protecting Lake Taupo Communications Plan	Plan Review			•			•			•		
	Reporting	•	•	•	•	•	•	•	•	•	•	•
Management – NRDA	SOI/Annual Work Programme	•	•	•	•	•	•	•	•	•	•	•
	Reporting	•	•	•	•	•	•	•	•	•	•	•
	Contract Management (BAU)	•	•	•	•	•	•	•	•	•	•	•

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²⁴ "Lake Taupo Protection Project - Work Programme July 2020 – June 2031 (11 years).docx": <https://discover.wairc.govt.nz/otcs/llisapi.dll/Overview/15252087>

Appendix 3: Work Programme – 2020 to 2031

Appendix 4: Governance Options

Options	Variations	Description/Assumptions	Limitations	Cost	Risks
Crown appointed board or ad hoc body	New body	<ul style="list-style-type: none"> Single purpose board/body appointed by a Minister of the Crown Primary responsibility for the project would lie with the appointing Minister/government department 	<ul style="list-style-type: none"> Would require a formal agreement (deed or similar) in order to constitute the board/body. Depending on the composition of the new board/body it could exclude the option of a council controlled organisation (CCO) being the management vehicle for the project. 		<ul style="list-style-type: none"> Perceived loss of local connection with the project. Potentially overly bureaucratic for ongoing project oversight.
	Existing body	<ul style="list-style-type: none"> Governance delegated to an existing board/body with similar interests/role. Eg. Taupō-nui-a-Tia Management Board Primary responsibility for the project would lie with the body(s) who can appoint members to the board/body. 	<ul style="list-style-type: none"> Changes may be required to relevant deeds/legislation to broaden the terms of reference and responsibilities of the existing board/body. Excludes the option of the management vehicle for the project being a CCO. 	General running costs may be able to be absorbed. One off costs would still need to be funded.	<ul style="list-style-type: none"> Partner organisations may be more limited in their ability to influence the project. Reduced transparency/ownership for current partners Perceived risk to the legacy of investment (eg. if Partners do not have a line of sight of governance). Project could fall into 'Business as Usual' and not retain any 'special' qualities. No guarantee of specific oversight of the project. Change in representation and potential loss of project intellectual property (IP)
Council Committee under Local Government Act 2002 (LGA), Sch 7 cl 30A	New or existing committee or subcommittee (WRC/TDC) Sch 7 cl 30(1) and 31(3)(d)	<ul style="list-style-type: none"> Primary responsibility for the project would lie with the council that the committee reports to. Opportunity to combine governance of the project with similar or related activities (eg. Lake Taupō Catchment Committee, Audit and Risk) Council has the ability to appoint non-elected members to committees (ie. members from the partner organisations could be appointed). 	<ul style="list-style-type: none"> Size of the committee could be cumbersome if an existing committee was used. Committees are discharged at the end of each triennium unless provisions are made under the LGA Sch 7 cl 30(7). 	Est. \$49k per annum but could result in savings if combined with other Council functions.	<ul style="list-style-type: none"> Partner organisations may be more limited in their ability to influence the project. Reduced transparency/ownership for current partners Perceived risk to the legacy of investment (eg. if Partners do not have a line of sight of governance). Project could fall into 'Business as Usual' and not retain any 'special' qualities. No guarantee of specific oversight of the project. Potential loss of project IP due to changes in representation (triennial cycle). If regionally based, perceived loss of local connection with the project.
Joint Committee	Status Quo	<ul style="list-style-type: none"> Same representation around the table. Same scope (ie nitrogen only). 	<ul style="list-style-type: none"> Multiple co-governance arrangements in the same catchment 	Est. \$49k per annum	<ul style="list-style-type: none"> Potential loss of project IP due to changes in representation (triennial cycle). Excludes other parties not currently represented
	Co-Governance Committee with TMTB	<ul style="list-style-type: none"> WRC and TDC each have or are working toward a Joint Management Agreement (JMA) with the TMTB provided for under the Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 (Waikato River Act). The JMA establishes a joint committee to be the guardian of the Agreement (refer cl 8.1 of WRC/TMTBs' JMA). The Waikato River Act sets the scope of the JMA but there is provision for the JMA to cover additional duties, functions, or powers agreed (as per s 54 of the Waikato River Act). The JMA stipulates that the joint committee is deemed not to be discharged following each triennial election as per the LGA Sch 7 cl 30(7) (refer cl 8.1 of WRC/TMTBs' JMA). 	<ul style="list-style-type: none"> The parties would need to agree to extend the JMA to cover additional duties, functions, or powers. Clause 8.2 of the WRC/TMTB JMA prescribes the membership of the Co Governance Committee (4 from WRC and 4 from TMTB). As the Committee is a joint committee under the LGA membership may be able to be varied to include other parties. Clause 9 provides for review and amendment of the JMA. 	Est. <\$49k per annum because of multiple functions	<ul style="list-style-type: none"> Depending upon the committee membership: <ul style="list-style-type: none"> Partner organisations may be more limited in their ability to influence the project Reduced transparency/ownership for some of the current partners Perceived risk to the legacy of investment (e.g. if partners do not have a line of sight) Additional members could detract from the core work of the joint committee. Project could fall into 'Business As Usual' and not retain any 'special' qualities. No guarantee of specific oversight of the project.
	Te Kōpu ā Kānapanapa (TKK)	<ul style="list-style-type: none"> Establishment of the joint committee is set by Ngāti Tūwharetoa Claims Settlement Act (NTCSA). Refer s171. 	<ul style="list-style-type: none"> Committee membership is prescribed by s175 of NTCSA Advisors and others may attend but do not have voting rights. 	Est. <\$49k per annum because of	<ul style="list-style-type: none"> Brings a new partner to the project which may alter the terms of reference/scope. Lack of community/land owner confidence that the committee has the track record to provide the required oversight to protect the investment on behalf of the partners and the public.

Appendix 4: Governance Options

		<ul style="list-style-type: none"> Under s174(2) of NTCSA, TKK may perform any function of a local authority if and to the extent that that function has been delegated to it by the local authority. 		multiple functions being performed by the committee.	<ul style="list-style-type: none"> Partner organisations not at the table will be more limited in their ability to influence the project. Reduced transparency/ownership for some of the current partners Perceived risk to the legacy of investment (eg. if Partners do not have a line of sight of governance). Project could fall into 'Business as Usual' and not retain any 'special' qualities. No guarantee of specific oversight of the project.
	New Joint Committee	<p>Same representation around the table plus representation from another relevant entity.</p> <p>Same scope (ie. nitrogen only).</p>	<ul style="list-style-type: none"> Alterations would be required to project documentation to include a new partner. Could exclude the option of the management vehicle for the project being a CCO if TDC and WRC do not hold 50% or more of the votes or do not have the right, directly or indirectly, to appoint 50% or more of the trustees. Refer LGA s6 ss(1)(b) (i-ii)). Multiple co-governance arrangements in the same catchment. 	Est. \$49k per annum	<ul style="list-style-type: none"> Brings a new partner to the project which may alter the terms of reference/scope.
Do nothing	n/a	<ul style="list-style-type: none"> Governance arrangements under the Project Agreement would lapse. 	<ul style="list-style-type: none"> Uncertainty over: <ul style="list-style-type: none"> Termination arrangements for the LTPT Future oversight and ownership of the nitrogen discharge reduction agreements (NDRAs) Oversight and implementation of the Monitoring Deed. 	<p>Potential legal costs for resolving ongoing management and monitoring of the NDRAs.</p> <p>Costs due to lack of protection of the public's investment.</p>	<ul style="list-style-type: none"> Potential failure of protection of the public's investment in the project. Reputation risk (locally, nationally and internationally).

Appendix 5: Management Options

Options	Variations	Description/Assumptions	Limitations	Cost	Risks
Trust	Status Quo	<ul style="list-style-type: none"> Charitable trust - 4 trustees appointed on behalf of the settlors by the Lake Taupō Protection Project Joint Committee (LTPPJC). Qualifies as a council controlled organization (CCO) under the Local Government Act 2002 (LGA). Executive officer engaged to administer the day to day operations. Specialist services (ie. legal, accounting, technical land management advice) is contracted as required. Could function as a stand-alone operation or accommodated within one of the partner organizations to reduce overheads. 	<ul style="list-style-type: none"> Delivery of the service is potentially subject to a cost effectiveness review (LGA, s. 17A). As a CCO the Lake Taupō Project Trust (LTPT) must comply with the monitoring and reporting requirements of the LGA Pt 5. Under the current deed the LTPT is a single purpose trust with a focus on reduction of nitrogen from pastoral land within the Lake Taupō catchment. 	<ul style="list-style-type: none"> Estimated \$400k per annum 	<ul style="list-style-type: none"> Potential loss of project intellectual property (IP) and skill set if there are changes in the current trustees and management. Perception that the current set-up may be administratively heavy for the level of contractual oversight required in the future.
	New Trust	<ul style="list-style-type: none"> Charitable trust with a broader scope, appropriately funded to undertake additional duties. Established as a CCO under the LGA. Day to day operations would be determined by the new trustees. Specialist services (ie. legal, accounting, technical land management advice) are likely to be contracted as required 	<ul style="list-style-type: none"> Delivery of the service is potentially subject to a cost effectiveness review (LGA, s. 17A). Consultation is required before a CCO can be established (LGA, s.56) Requires new documentation (ie. Trust deed and associated changes to the foundation documents for the project). As a CCO the trust would need to comply with the monitoring and reporting requirements of the LGA Pt 5. 	<ul style="list-style-type: none"> Potential savings compared with status quo due to economies of scale 	<ul style="list-style-type: none"> There would be tax implications if 'charitable status' was not able to be achieved for the new trust. Current trust has been successful with its single focus. If new duties are not forthcoming, by default the new trust would revert to status quo. Potential loss of project IP and skill set of current trustees and management. Potential loss of existing relationships with land owners, the community and other relevant entities. The nitrogen discharge reduction agreements (NDRAs) with land owners are unique. A new trust would have limited experience with managing such contracts/covenants. If combined with other services/duties the project could fall into 'business as usual' and not retain any 'special' qualities. Increased complexity and costs associated with changing the project's management arrangements prior to completion of the review of chapter 3.10 of the Regional Plan and the rules relating to Overseer. Perception that the CCO set-up may be administratively heavy for the level of contractual oversight required for the NDRAs.
Company	New or existing Company	<ul style="list-style-type: none"> Company with the ability to charge for the services delivered for purposes of making a profit. Council controlled trading organization (CCTO) under the LGA or a private company. Day to day operations would be determined by company directors. 	<ul style="list-style-type: none"> Delivery of the service is potentially subject to a cost effectiveness review (LGA, s. 17A). Consultation is required before a CCTO can be established (LGA, s.56) Requires new documentation and associated changes to the foundation documents for the project. As a CCTO the company would need to comply with the monitoring and reporting requirements of the LGA Pt 5. Fundamentally changes the relationship with land owners (eg. all charges would be passed on). 	<ul style="list-style-type: none"> Potential savings compared with status quo due to economies of scale 	<ul style="list-style-type: none"> Potential loss of existing relationships with land owners, the community and other relevant entities The nitrogen discharge reduction agreements (NDRAs) with land owners are unique. A new or existing company would have limited experience with managing such contracts/covenants. Project could fall into 'business as usual' and not retain any 'special' qualities if the company administers a range of activities. Potential loss of project IP and skill set of current trustees and management. Perceived loss of local connection with the project especially if the company is not based in the Taupō catchment. Increased complexity and costs associated with changing the project's management arrangements prior to completion of the review of chapter 3.10 of the Regional Plan and the rules relating to Overseer. Perception that the CCTO set-up may be administratively heavy for the level of contractual oversight required for the NDRAs.

Appendix 5: Management Options

Project Partner	Waikato Regional Council (WRC)	<ul style="list-style-type: none"> Administration and oversight of the contracts managed internally as an activity of council or out-sourced. Specialist advice contracted as required. 	<ul style="list-style-type: none"> Delivery of the service is potentially subject to a cost effectiveness review (LGA, s. 17A) but likely to be incorporated into a group of activities. Requires staff or contractors with appropriate knowledge and skills. 	<ul style="list-style-type: none"> Potential savings compared with status quo due to economies of scale 	<ul style="list-style-type: none"> There is a perception that WRC could be conflicted by its different roles (ie. the potential for the regulatory and contractual roles to be in conflict). Potential loss of existing relationships with land owners, the community and other relevant entities. The nitrogen discharge reduction agreements (NDRAs) with land owners are unique. While WRC has experience with managing land improvement agreements/memorandums of encumbrance it does not have specific experience with such contracts/covenants. Project could fall into 'business as usual' and not retain any 'special' qualities. Potential loss of project IP and skill set of current trustees and management. Perceived loss of local connection with the project especially if the project is administered from Hamilton. Increased complexity and costs associated with changing the project's management arrangements prior to completion of the review of chapter 3.10 of the Regional Plan and the rules relating to Overseer.
	Taupō District Council (TDC)	<ul style="list-style-type: none"> Administration and oversight of the contracts managed internally as an activity of council or out-sourced. Specialist advice contracted as required. 	<ul style="list-style-type: none"> Delivery of the service is potentially subject to a cost effectiveness review (LGA, s. 17A) but likely to be incorporated into a group of activities. Requires staff or contractors with appropriate knowledge and skills. 	<ul style="list-style-type: none"> Potential savings compared with status quo due to economies of scale 	<ul style="list-style-type: none"> Potential loss of existing relationships with land owners, the community and other relevant entities. The nitrogen discharge reduction agreements (NDRAs) with land owners are unique. TDC would have limited experience with managing such contracts/covenants. Project could fall into 'business as usual' and not retain any 'special' qualities. Potential loss of project IP and skill set of current trustees and management. Increased complexity and costs associated with changing the project's management arrangements prior to completion of the review of chapter 3.10 of the Regional Plan and the rules relating to Overseer.
	Tūwharetoa Maori Trust Board (TMTB)	<ul style="list-style-type: none"> Administration and oversight of the contracts managed internally as an activity of the TMTB or out-sourced. Specialist advice contracted as required. 	<ul style="list-style-type: none"> Requires the councils to delegate the appropriate functions and duties to the TMTB to undertake the activity (TNRTA River Iwi s54(1)). Requires staff or contractors with appropriate knowledge and skills. 	<ul style="list-style-type: none"> Potential savings compared with status quo due to economies of scale 	<ul style="list-style-type: none"> Potential loss of existing relationships with land owners, the community and other relevant entities. The nitrogen discharge reduction agreements (NDRAs) with land owners are unique. TMTB would have limited experience with managing such contracts/covenants. There is a perception that TMTB could be conflicted due to the number of contracts held with farming trusts in Ngāti Tūwharetoa ownership. Project could fall into 'business as usual' and not retain any 'special' qualities. Potential loss of project IP and skill set of current trustees and management. Increased complexity and costs associated with changing the project's management arrangements prior to completion of the review of chapter 3.10 of the Regional Plan and the rules relating to Overseer.
	Crown	<ul style="list-style-type: none"> Administration and oversight of the contracts managed internally as an activity of a government department or out-sourced. Specialist advice contracted as required. 	<ul style="list-style-type: none"> Requires staff or contractors with appropriate knowledge and skills. 	<ul style="list-style-type: none"> Potential savings compared with status quo due to economies of scale 	<ul style="list-style-type: none"> Potential loss of existing relationships with land owners, the community and other relevant entities. The nitrogen discharge reduction agreements (NDRAs) with land owners are unique. The Crown would have limited experience with managing such contracts/covenants. Project could fall into 'business as usual' and not retain any 'special' qualities Potential loss of project IP and skill set of current trustees and management. Perceived loss of local connection with the project especially if the project is administered nationally. Increased complexity and costs associated with changing the project's management arrangements prior to completion of the review of chapter 3.10 of the Regional Plan and the rules relating to Overseer.
Do Nothing	n/a	<ul style="list-style-type: none"> Management arrangements under the Project Agreement would lapse. 	<ul style="list-style-type: none"> In the absence of direction from the settlers, ownership and oversight of the 	<ul style="list-style-type: none"> Potential legal costs for resolving 	<ul style="list-style-type: none"> Lack of contractual oversight and no ability to ensure compliance with the NDRAs. Potential failure of protection of the public's investment in the project. Reputational risk (locally, nationally and internationally).

Appendix 5: Management Options

			NDRAs would be uncertain and management costs potentially unfunded.	ongoing management and monitoring of the NDRAs. <ul style="list-style-type: none">• Costs due to lack of protection of the public's investment.	<ul style="list-style-type: none">• Potential loss of existing relationships with land owners, the community and other relevant entities.• Potential loss of project IP and skill set of current trustees and management.
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Appendix 5: Management Options

Appendix 6: Scenario Descriptions

1	CCO	a.	Governance:	Existing joint committee or new joint committee with similar make-up to the current committee
			Management:	Charitable trust, council-controlled organization, stand-alone operation
		b.	Governance:	Existing joint committee or new joint committee with similar make-up to the current committee
			Management:	Charitable trust, council-controlled organization, housed within one of the partner organizations (TDC, TMTB, WRC).
		c.	Governance:	New or existing committee/subcommittee of TDC or WRC (with or without appointments from partners). Primary responsibility for the project lies with either TDC or WRC.
			Management:	Charitable trust, council-controlled organization, housed within WRC or TDC (as per above)
2	Single Agency	a.	Governance:	Existing joint committee/new joint committee with similar make-up to the current committee
			Management:	Administration and oversight of the contracts would be managed internally as an activity by one of the partners.
		b.	Governance:	New or existing committee/subcommittee/board of one of the partners (with or without appointments from the other partners). Responsibility for the project would lie with the partner that administers the governance.
			Management:	Administration and oversight of the contracts would be managed internally as an activity of the partner organisation responsible for the project governance.
		c.	Governance:	New or existing committee/subcommittee/board of one of the partners (with or without appointments from the other partners). Responsibility for the project would lie with the partner that administers the governance.
			Management:	Administration and oversight of the contracts would be managed as an activity of the partner organisation responsible for the project governance with delivery out-sourced to an independent, suitably qualified contractor/company.

Appendix 6: Scenario Descriptions

Appendix 7: Scenario Budget Summaries - Lake Taupo Protection Project - July 2020 – June 2031 (11 years)

Scenario 1a.: JC/CCO (Status quo)²⁵

Activities	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
Partner Contributions (reviews, trustee appointments, communication tactics) ²⁶	\$42,800	\$29,000	\$4,000	\$20,000	\$15,000	\$20,000	\$42,800	\$15,000	\$20,000	\$0	\$15,000
Committee Administration/Project Management, Communications	\$80,040	\$80,040	\$100,040	\$73,440	\$80,040	\$100,040	\$80,040	\$80,040	\$100,040	\$73,440	\$80,040
LTPT - Management of NDRAs	\$319,323	\$319,323	\$319,323	\$319,323	\$319,323	\$319,323	\$319,323	\$319,323	\$319,323	\$319,323	\$319,323
Total	442,163	428,363	423,363	412,763	414,363	439,363	442,163	414,363	439,363	392,763	414,363

Scenario 1b.: JC/CCO housed within partner organization²⁵

Activities	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
Partner Contributions (reviews, trustee appointments, communication tactics) ²⁶	\$42,800	\$29,000	\$4,000	\$20,000	\$15,000	\$20,000	\$42,800	\$15,000	\$20,000	\$0	\$15,000
Committee Administration/Project Management, Communications	\$80,040	\$80,040	\$100,040	\$73,440	\$80,040	\$100,040	\$80,040	\$80,040	\$100,040	\$73,440	\$80,040
LTPT - Management of NDRAs with service level agreement	\$319,323 ²⁷	\$276,358	\$276,358	\$276,358	\$276,358	\$276,358	\$276,358	\$276,358	\$276,358	\$276,358	\$276,358
Total	442,163	385,398	380,398	369,798	371,398	396,398	399,198	371,398	396,398	349,798	371,398

²⁵ "Lake Taupo Protection Project Budget Scenarios 2020 - 2031.xlsx": <https://discover.wairc.govt.nz/otcs/lisapi.dll/Overview/15251874>

²⁶ The dollar amounts in this line fluctuate for two reasons. Reviews of documents such as the project agreement and the appointment trustees do not occur every year and in some years no reviews are scheduled. The communications tactics are based on the project's communications plan. Plans are developed for a three-year period and based on specific interventions hence no funding is budgeted post 2022/23. As a rule of thumb, agencies should be anticipating upwards of 2k per annum for supporting communications tactics.

²⁷ Housing within a partner organisation would not occur until 2021/22.

Appendix 7: Scenario Budget Summaries - Lake Taupo Protection Project - July 2020 – June 2031 (11 years)

Scenario 1c.: TDC/WRC Committee + CCO housed within partner organization²⁸

Activities	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
Partner Contributions (reviews, trustee appointments, communication tactics) ²⁹	\$42,800	\$14,000	\$4,000	\$20,000	\$0	\$20,000	\$0	\$0	\$20,000	\$0	\$0
Committee Administration/Project Management, Communications	\$80,040	\$58,040	\$63,040	\$36,440	\$58,040	\$63,040	\$64,440	\$58,040	\$63,040	\$36,440	\$58,040
LTPT - Management of NDRAs with service level agreement	\$319,323 ³⁰	\$276,358	\$276,358	\$276,358	\$276,358	\$276,358	\$276,358	\$276,358	\$276,358	\$276,358	\$276,358
Total	442,163	348,398	343,398	332,798	334,398	359,398	340,798	334,398	359,398	312,798	334,398

²⁸ "Lake Taupo Protection Project Budget Scenarios 2020 - 2031.xlsx": <https://discover.wairc.govt.nz/otcs/lisapi.dll/Overview/15251874>

²⁹ The dollar amounts in this line fluctuate for two reasons. Reviews of documents such as the project agreement and the appointment trustees do not occur every year and in some years no reviews are scheduled. The communications tactics are based on the project's communications plan. Plans are developed for a three-year period and based on specific interventions hence no funding is budgeted post 2022/23. As a rule of thumb, agencies should be anticipating upwards of 2k per annum for supporting communications tactics.

³⁰ Housing within a partner organisation would not occur until 2021/22.

Appendix 7: Scenario Budget Summaries - Lake Taupo Protection Project - July 2020 – June 2031 (11 years)

Scenario 2a.: JC/Single Partner responsible for management (employing specialist staff to manage the NDRAs)³¹

Activities	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
Partner Contributions (reviews, trustee appointments, communication tactics) ³²	\$42,800	\$14,000	\$4,000	\$20,000	\$0	\$20,000	\$21,400	\$0	\$20,000	\$0	\$0
Committee Administration/Project Management, Communications, Management of NDRAs	\$80,040	\$234,002	\$254,002	\$227,402	\$234,002	\$254,002	\$234,002	\$234,002	\$254,002	\$227,402	\$234,002
LTPT - residual costs	\$319,323	\$54,359	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	442,163	302,361	258,002	247,402	234,002	274,002	255,402	234,002	274,002	227,402	234,002

Scenario 2b.: Single Partner responsible for Project (Governance and Management and employing specialist staff to manage the NDRAs)³¹

Activities	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
Partner Contributions (reviews, trustee appointments, communication tactics) ³²	\$42,800	\$14,000	\$4,000	\$20,000	\$0	\$20,000	\$0	\$0	\$20,000	\$0	\$0
Committee Administration/Project Management, Communications, Management of NDRAs	\$80,040	\$210,002	\$230,002	\$203,402	\$210,002	\$230,002	\$231,402	\$210,002	\$230,002	\$203,402	\$210,002
LTPT - residual costs	\$319,323	\$54,359	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	442,163	278,361	234,002	223,402	210,002	250,002	231,402	210,002	250,002	203,402	210,002

³¹ "Lake Taupo Protection Project Budget Scenarios 2020 - 2031.xlsx": <https://discover.wairc.govt.nz/otcs/llisapi.dll/Overview/15251874>

³² The dollar amounts in this line fluctuate for two reasons. Reviews of documents such as the project agreement and the appointment trustees do not occur every year and in some years no reviews are scheduled. The communications tactics are based on the project's communications plan. Plans are developed for a three-year period and based on specific interventions hence no funding is budgeted post 2022/23. As a rule of thumb, agencies should be anticipating upwards of 2k per annum for supporting communications tactics.

Appendix 7: Scenario Budget Summaries - Lake Taupo Protection Project - July 2020 – June 2031 (11 years)

Scenario 2c.: Single Partner responsible for Project (Governance and Management outsourcing the management of the NDRAs)³³

Activities	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
Partner Contributions (reviews, trustee appointments, communication tactics) ³⁴	\$42,800	\$14,000	\$4,000	\$20,000	\$0	\$20,000	\$0	\$0	\$20,000	\$0	\$0
Committee Administration/Project Management, Communications, Management of NDRAs	\$80,040	\$264,882	\$278,282	\$251,682	\$258,282	\$278,282	\$279,682	\$258,282	\$278,282	\$251,682	\$258,282
LTPT - residual costs	\$319,323	\$54,359	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	442,163	333,241	282,282	271,682	258,282	298,282	279,682	258,282	298,282	251,682	258,282

³³ "Lake Taupo Protection Project Budget Scenarios 2020 - 2031.xlsx": <https://discover.wairc.govt.nz/otcs/lisapi.dll/Overview/15251874>

³⁴ The dollar amounts in this line fluctuate for two reasons. Reviews of documents such as the project agreement and the appointment trustees do not occur every year and in some years no reviews are scheduled. The communications tactics are based on the project's communications plan. Plans are developed for a three-year period and based on specific interventions hence no funding is budgeted post 2022/23. As a rule of thumb, agencies should be anticipating upwards of 2k per annum for supporting communications tactics.

Appendix 8: Lake Taupō Protection Project Risk Register

REF	DESCRIPTION	CONTROLS	LIKELIHOOD	CONSEQUENCE	RATING	MITIGATION
Project Objective						
1	Nitrogen discharge reduction agreements (NDRAs) not honoured by land owners	Monitoring Deed signed by project partners and LTPT. Active monitoring of the agreements and legal remedies applied if required. Monitoring and enforcement of nitrogen discharge allowances by WRC and annual monitoring results notified to the LTPT. Management of the NDRAs is captured in the annual Sol process.	Unlikely	Major	Moderate	Project documentation provides clear guidance on NDRA ownership and the responsibilities of the respective partners. Continued adherence, implementation and regular review of the Monitoring Deed. Ensure all project partners retain 'line of sight' with implementation of the Deed. Ongoing management of the NDRAs needs to be explicit in annual work programme. Process for ensuring WRC annual monitoring results are provided to the entity managing the NDRAs. Skilled contractual and regulatory compliance management.
Knowledge and Understanding						
2	Loss of project intellectual property	Governance induction. Current deed provides for trustee retirement by rotation. Documentation of aspects of the project.	Unlikely	Moderate	Moderate	Targeted appointment of governance/management with appropriate skills sets. Succession planning. Training/induction of governance and staff. Specific training in quality systems and processes to ensure the NDRAs withstand the audit tests. Documentation and telling of the project's 'story'.
3	Loss of unique skill set that has been built up to manage the NDRAs	Current deed provides for trustee retirement by rotation.	Unlikely	Moderate	Moderate	Targeted appointment of management (and trustees) with appropriate skills sets. Succession planning. Staff training including specific training in quality systems and processes to ensure the NDRAs withstand the audit tests. Documentation and telling of the project's 'story'.
4	Loss of community/local connection with the project	Regular contact (LTPT and locally based WRC staff) with land owners and farm professionals. Maintenance of website. Communication plan with tactics aimed at 'keeping the story alive'.	Moderate	Minor	Moderate	Adequate funding of Communication Plan tactics. Provide for local involvement in project governance and management (eg. monitoring staff based in Taupō). Appropriate 'hand-over' should structures and/or personnel change.

Appendix 8: Lake Taupō Protection Project Risk Register

Reputation and Confidence						
5	Loss of international reputation as a leading edge project	Regular project reviews. Commitment of the project partners to protect shared public investment. Awareness by the current partners of the uniqueness of the project and its importance as a flagship for other collaborative environmental ventures. Engaged, committed trustees.	Unlikely	Major	Moderate	Seamless transition from the development and purchase phase of the project to long term maintenance. Communication of the transition to key stakeholders and community reassurance that the project legacy has been appropriately provided for. Ongoing adherence and active oversight of the Monitoring Deed. Ongoing commitment of the partners in the maintenance phase of the project. Continuation of regular reviews to ensure the project legacy is retained.
6	Conflicts of interest (real or perceived)	Explicit project agreement (ie. 'rules of engagement'). Equal representation at the governance table of agencies/interests. Project implementation undertaken at 'arms length' by a dedicated entity (ie. a CCO unaffected by triennial political cycles). Separation between regulatory activities and contractual oversight.	Unlikely	Moderate	Moderate	Deliberate consideration given in the design of future project governance and management structures to the reduction of real or perceived conflicts of interest. Retention, in design of future management structures, clear separation between regulatory compliance and commercial contractual management activities.
7	Loss of land owner/stakeholder confidence in the project due to uncertainty over future management of the NDRAs and changes to the Regional Plan (chapter 3.10) and rules relating to Overseer	Project plans are being implemented, reported on quarterly to the LTPPJIC and are currently on track.	Moderate	Major	High	Seamless transition from the development and purchase phase of the project to long term maintenance Active communication of the transition to key stakeholders and community reassurance that the project legacy has been appropriately provided for Timely completion of changes to overseer rules and chapter 3.10 of the Regional Plan and alignment of these changes to the non-regulatory components of the project (ie. the NDRAs).
8	Disconnect between the project partners	Explicit project agreement and monitoring deed (ie. 'rules of engagement'). Commitment of the project partners to protect shared public investment. Current governance structure that provides for ongoing communication between the partners and project management.	Unlikely	Moderate	Moderate	Revised project agreement and monitoring deed needs to provide for ongoing accountability and 'line of sight' for the project partners.

Appendix 8: Lake Taupō Protection Project Risk Register

Financial/Economic						
9	NDRA failures	Contractual management and monitoring provided by a dedicated entity (ie. single purpose CCO) with the ability to apply legal remedies, if required. Monitoring deed requires reporting to project governance of contractual breaches and actions taken to remedy the breach.	Unlikely	Catastrophic	High	Contract oversight requires appropriately skilled, dedicated management. Continued adherence, implementation and regular review of the Monitoring Deed. Ensure all project partners retain 'line of sight' with implementation of the Deed. Skilled contractual and regulatory compliance management.
10	Challenges in securing future funding	LTPT has estimated that it has sufficient funding through until June 2021. Joint WRC/TDC working party established to develop a business case for ongoing funding as part of the 2021/31 LTP round.	Moderate	Catastrophic	Critical	Timely recommendations from the LTPPJIC to the project partners on future governance and management. Current LTPPJIC needs to ensure that the project partners are well briefed on the project's future funding needs.
11	High project costs due to complex governance/management arrangements	Regular project review to assess whether governance and management arrangements are fit for purpose. LTPT required to prepare a Sol and regularly report on progress.	Almost Certain	Minor	Moderate	Deliberate consideration given to the new phase the project is entering and scaling governance and management accordingly. Continuation of regular project review to assess whether governance and management arrangements are fit for purpose.
12	Increased costs (tax implications) due to loss of LTPT's 'charitable status'	Current Trust is a registered charity.	Rare	Insignificant	Insignificant	Ensure status and tax implications are considered should changes be proposed to the trust deed in the future.

Appendix 8: Lake Taupō Protection Project Risk Register

Appendix 9: Risk Rating by Scenario

REF	DESCRIPTION	Scenarios					
		Scenario 1a: JC/CCO (Status quo)	Scenario 1b: JC/CCO housed within partner organization	Scenario 1c: TDC/WRC Committee + CCO Inhouse	Scenario 2a: JC/Single Partner responsible for Management (with specialist NDRA staff)	Scenario 2b: Single Partner responsible for Project (Governance and Management and employing specialist NDRA staff)	Scenario 2c: Single Partner responsible for Project (Governance and Management outsourcing NDRA management)
Project Objective							
1	Nitrogen discharge reduction agreements (NDRAs) not honoured by land owners	Unlikely	Unlikely	Unlikely	Unlikely	Moderate	Moderate
Knowledge and Understanding							
2	Loss of project intellectual property	Unlikely	Unlikely	Unlikely	Moderate	Likely	Likely
3	Loss of unique skill set that has been built up to manage the NDRAs	Unlikely	Unlikely	Unlikely	Likely	Likely	Likely
4	Loss of community/local connection with the project	Moderate	Moderate	Moderate	Moderate	Likely	Likely
Reputation and Confidence							
5	Loss of international reputation as a leading edge project	Unlikely	Unlikely	Moderate	Moderate	Likely	Likely
6	Conflicts of interest (real or perceived)	Unlikely	Unlikely	Moderate	Moderate	Likely	Likely

Appendix 9: Risk Rating by Scenario

7	Loss of land owner/stakeholder confidence in the project due to uncertainty over future management of the NDRAs and changes to the Regional Plan (chapter 3.10) and rules relating to Overseer	Unlikely	Unlikely	Unlikely	Moderate	Moderate	Moderate
8	Disconnect between the project partners	Unlikely	Unlikely	Moderate	Unlikely	Likely	Likely
Financial/Economic							
9	NDRA failures	Unlikely	Unlikely	Unlikely	Moderate	Moderate	Moderate
10	Challenges in securing future funding	Moderate	Unlikely	Moderate	Unlikely	Moderate	Moderate
11	High project costs due to complex governance/management arrangements	Almost Certain	Moderate	Moderate	Moderate	Moderate	Moderate
12	Increased costs (tax implications) due to loss of LTPT's 'charitable status'	Rare	Rare	Rare	Rare	Rare	Rare
Numerical representation of the total risk for each scenario. The <u>higher</u> the number the <u>lower</u> the risk.		35	36	35	33	28	27

5	Insignificant Risk
4	Low Risk
3	Medium Risk
2	High Risk
1	Critical Risk

