

13 October 2025

File Ref: OIA 50467

Tēnā koe

Response to requests for information

Te Puni Kōkiri is committed to the release of official information that creates a more open and transparent public service.

However, it is important we clarify the expectations of Te Puni Kōkiri for requests for official information to ensure our shared understanding of this going forward.

Volume, terms and scope of requests

Some of these requests have sought large volumes of information, requiring significant time and resource to process the request including identification of information in scope, review, consultation, and preparation for release. In addition, some requests have sought information released previously under the Official Information Act 1982 (**the Act**) or information we have previously advised we do not hold.

Given the demands arising from your requests for information we request future requests for information are clear, succinct and made with due particularity, for information not previously released, and that is within scope of the Act. We advise that for further future requests we assess as requiring considerable commitment of staff time and substantial collation or research to meet the request we will consider imposing a charge for the supply of information in accordance with section 15 of the Act. Should this occur, we will notify you in advance and attempt to work with you to refine the request to reduce or remove the need to charge.

Your request for information – dated 18 June 2025

Thank you for your information request dated 18 June 2025. You asked for the following information:

“Pursuant to the Official Information Act 1982, we respectfully request the following information regarding Toitu Tairāwhiti Housing, or any associated entity that has received Crown funding for housing development, infrastructure or recovery work in Te Tairāwhiti:

- **Copies of the full financial accounts** (including Statement of Financial Performance, Statement of Financial Position, Cash Flow Statement, and any accompanying notes) submitted by Toitu Tairāwhiti Housing to HUD, TPK, or

any Crown agency for the financial years ending 31 March 2022, 2023, and 2024.

- **Details of all Crown funding contracts**, agreements, or memoranda of understanding between HUD, TPK (or any of their subsidiaries) and Toitu Tairāwhiti Housing, including:
 - Purpose and scope of funding
 - Total amounts granted and disbursed
 - Conditions or reporting requirements
 - Relevant project codes (e.g., PDPA or cyclone recovery funding streams).
- **Any monitoring**, audit, or evaluation reports conducted by or submitted to the Crown relating to Toitu Tairāwhiti Housing during this three-year period.
- **Confirmation** of whether Toitu Tairāwhiti Housing is a registered charitable trust, limited company, iwi subsidiary, or other type of legal entity, and whether it has declared any related-party transactions to Crown funders.

As beneficiaries of Ngāti Porou, we are directly affected by decisions involving Crown funds and governance arrangements relating to whenua, housing, and whānau wellbeing in Te Tairāwhiti. Given that Toitu Tairāwhiti Housing has received substantial government funding — including under PDPA and cyclone recovery allocations — there is a clear public interest in transparency and accountability”.

On 30 June 2025 we advised you an initial search identified a large number of documents potentially in scope of your request, and we invited you to consider narrowing the timeframe for the information sought. You agreed to refine the timeframe for your request to only include information for 2023 and 2024.

On 28 July 2025 you were notified of an extension of the timeframe for response to enable time for consultations. We are now in a position to respond.

On 22 September 2025 you were notified your request was granted, however additional time was needed to prepare the information for release. A response was provided to the last part of your request, and we confirmed the information would be provided to you by 13 October 2025.

Your request has been considered in accordance with the Act.

We have identified 49 documents in scope of your request. The documents and my decisions with regard to the release of the information are set out in the table attached as Appendix A.

The interpretation of your request remains consistent with our response provided to you on 22 September 2025.

Some information has been withheld in accordance with the Act on the following grounds:

- section 9(2)(a) - to protect the privacy of natural persons.
- section 9(2)(ba)(i) – to protect information which is subject to an obligation of confidence
- section 9(2)(b)(ii) - to protect information that would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information.



In relation to information that has been withheld under section 9 of the Act, I believe there are no countervailing considerations that make it desirable, in the public interest, to make the information available at this time.

I trust my response satisfies your request.

You have the right to seek an investigation and review by the Ombudsman of this response. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Please note that Te Puni Kōkiri publishes some of its OIA responses on its website, after the response is sent to the requester. The responses published are those that are considered to have a high level of public interest. We will not publish your name, address or contact details.

If you wish to discuss any aspect of your request with us, including this decision, please feel free to contact us at oiatpki@tpk.govt.nz.

Ngā mihi



Grace Smit
Hautū, Te Puni Rohe | Deputy Secretary, Regions

Appendix A: Documents - OIA request from [REDACTED] dated 18 June 2025

Item	Date	Document description	Decision
1.	27 May 2022	Te Tūāpapa Kūra Kāinga and Te Puni Kōkiri Programme Delivery Partnership Agreement with Toitū Tairāwhiti Housing Limited This document is publicly available here (refer to pages 4 – 30): HUD2025-007236_Redacted.pdf	Refused in full under section 18(d) of the Act
2.	8 November 2022	Māori Housing Network Funding Agreement for Toitū Tairāwhiti Housing Limited (Ref: MHN/GI.34924.50369)	Released with some information withheld under sections 9(2)(a), 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
3.	22 February 2023	Adapting the Programme Delivery Partnership Agreement for current events Letter from Te Tūāpapa Kūra Kāinga and Te Puni Kōkiri to Toitū Tairāwhiti Housing Limited	Released with some information withheld under section 9(2)(a) of the Act
4.	27 April 2023	Adapting the Programme Delivery Partnership Agreement for housing repairs Letter from Te Tūāpapa Kūra Kāinga and Te Puni Kōkiri to Toitū Tairāwhiti Housing Limited	Released with some information withheld under section 9(2)(a) of the Act
5.	26 May 2023	Te Tūāpapa Kūra Kāinga and Te Puni Kōkiri Programme Delivery Partnership Agreement (“PDPA”) with Toitū Tairāwhiti Housing Limited – Supplemental Agreement	Released with some information withheld under sections 9(2)(a), 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
6.	31 August 2023	Sediment and Debris Management Fund Investment Agreement (Ref: TA-SDWD-05)	Released with some information withheld under sections 9(2)(a), 9(2)(b)(ii) and 9(2)(ba)(i) of the Act

7.	1 November 2023	Te Tūāpapa Kūra Kāinga and Te Puni Kōkiri Programme Delivery Partnership Agreement with Toitū Tairāwhiti Housing Limited – Supplemental Agreement This document is publicly available here (refer to pages 64 - 66): HUD2025-007236_Redacted.pdf	Refused in full under section 18(d) of the Act
8.	7 June 2024	Sediment and Debris Management Fund Investment Agreement (Ref: TA-SDWD-36)	Released with some information withheld under sections 9(2)(a), 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
9.	19 June 2024	Sediment and Debris Management Fund Investment Agreement Variation (Ref: TA-SDWD-36)	Released with some information withheld under sections 9(2)(a), 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
10.	12 Apr 2023	Contract MHN/GI.34924.50369 SKO Deliverable Report Formal report summarising delivery of 4 SKO programmes, including dates, venues, and progress updates. Names of participants included in attached email (excluded).	Released in full
11.	11 Sep 2023	Contract MHN/GI.3494.50369 SKO Deliverable Report Formal report summarising delivery of the SKO programme, including dates, venues, and a progress update on each.	Released in full
12.	Undated	Contract MHN/GI.3494.50369 Attendance List: Copy of cohort 5 and 6 Attendance List	Released with some information withheld under section 9(2)(a) of the Act
13.	31 Aug 2023	Final Report on Sorted Kāinga Ora programme as a whole. Final report submitted under contractual obligations. Includes summary of deliverables, outcomes, and photographic evidence of programme	Released with some information withheld under section 9(2)(a) of the Act

		delivery. Eight images of participants were redacted due to privacy concerns.	
14.	16 April 2024	TA-SDWD-05 Report Template This is a Final report as per the requirements of the agreement.	Released in full
15.	16 April 2024	Waihora River LWD Extraction Operation Report Related to contract TA-SDWD-05 This is an overview report outlining the operations for removal of large woody debris from the Waihora River.	Released with some information withheld under section 9(2)(a) of the Act
16.	30 Jan 2025	Tūranga/Tairāwhiti Whenua Māori Funding Silt and Woody Debris Removal 2024/2025 Programme Update – Jan 2025 Related to contract TA-SDWD-36 This is a Progress Overview Report submitted as a project update, A consolidated summary of remedial works completed across all sites, Commentary on outstanding work still required based on applications being processed, context regarding delivery challenges and funding constraints	Released with some information withheld under sections 9(2)(a), 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
17.	16 July 2025	Tūranga/Tairāwhiti Whenua Māori Funding Silt and Woody Debris Removal 2024/2025 Programme Update – July 2025 Related to contract TA-SDWD-36 This is a progress overview report submitted as a final project update. A consolidated summary of remedial works completed across all sites, commentary on outstanding work still required based on applications	Released with some information withheld under sections 9(2)(a), 9(2)(b)(ii) and 9(2)(ba)(i) of the Act

		being processed, context regarding delivery challenges and funding constraints.	
18.	21 July 2025	Toitu Sediment Recovery Project – Completion Report 21 July 2025 Related to contract TA-SDWD-36 This is a progress overview report submitted as a final project update. A consolidated summary of remedial works completed across all sites, commentary on outstanding work still required based on applications being processed, context regarding delivery challenges and funding constraints.	Released with some information withheld under sections 9(2)(a), 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
19.	February 2024	Case Study – Toitū Tairāwhiti Housing Prepared to contribute to the first phase of a three-phased approach to the evaluation of the Whai Kāinga Whai Oranga Programme Pathway	Released with some information withheld under sections 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
20.	16 February 2024	Kāinga Ora Review Panel Report Prepared by Toitu Tairāwhiti Housing Limited for the Kāinga Ora Review Panel.	Released with some information withheld under sections 9(2)(a), 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
21.	12 January 2023	Toitu Tairāwhiti Housing Prototype Report	Released with some information withheld under sections 9(2)(a) and 9(2)(ba)(i) of the Act
22.	12 January 2023	Financial Performance Report – Project Governance Group	Released with some information withheld under sections 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
23.	16 March 2023	Toitū Tairāwhiti Prototype Report March 2023	Released with some information withheld under sections 9(2)(a) and 9(2)(ba)(i) of the Act

24.	16 March 2023	Financial Performance Report – Project Governance Group	Released with some information withheld under sections 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
25.	20 April 2023	Toitū Tairāwhiti Housing Iwi Prototype Report April 2023	Released with some information withheld under sections 9(2)(a) and 9(2)(ba)(i) of the Act
26.	20 April 2023	Financial Performance Report – Project Governance Group	Released with some information withheld under sections 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
27.	18 May 2023	Toitū Tairāwhiti Prototype Report May 2023	Released with some information withheld under sections 9(2)(a), 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
28.	18 May 2023	PDPA Funding Tracker \$55m for T3 Invoices to Crown	Withheld in full under sections 9(2)(b)(ii) and 9(2)(ba)(i)
29.	18 May 2023	Financial Performance Report – Project Governance Group	Withheld in full under sections 9(2)(b)(ii) and 9(2)(ba)(i)
30.	22 June 2023	Toitū Tairāwhiti Prototype Report – Project Governance Group	Released with some information withheld under sections 9(2)(a), 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
31.	22 June 2023	Financial Performance Report – Project Governance Group	Withheld in full under sections 9(2)(b)(ii) and 9(2)(ba)(i)
32.	20 July 2023	Toitū Tairāwhiti Prototype Report – Project Governance Group	Released with some information withheld under sections 9(2)(a), 9(2)(b)(ii) and 9(2)(ba)(i) of the Act

33.	17 August 2023	Toitū Tairāwhiti Prototype Report – Project Governance Group	Released with some information withheld under sections 9(2)(a) and 9(2)(ba)(i) of the Act
34.	17 August 2023	Financial Performance Report – Project Governance Group	Withheld in full under sections 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
35.	21 September 2023	Toitū Tairāwhiti Prototype Report – Project Governance Group	Released with some information withheld under sections 9(2)(a), 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
36.	21 September 2023	Financial Performance Report – Project Governance Group	Withheld in full under sections 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
37.	14 September 2023	Toitu Tairāwhiti Housing Limited Report to Housing Governance Board	Released with some information withheld under sections 9(2)(a), 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
38.	30 November 2023	Toitū Tairāwhiti Prototype Report – Project Governance Group	Released with some information withheld under sections 9(2)(a), 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
39.	20 November 2023	Financial Performance Report – Board of Directors	Withheld in full under sections 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
40.	1 February 2024	Toitū Tairāwhiti Prototype Report – Programme Governance Group	Released with some information withheld under section 9(2)(a) of the Act
41.	26 January 2024	Financial Performance Report – Project Governance Group	Withheld in full under sections 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
42.	14 March 2024	Toitū Tairāwhiti Prototype Report – Programme Governance Group	Released with some information withheld under section 9(2)(a) of the Act

43.	28 January 2024	Financial Performance Report – Project Governance Group	Withheld in full under sections 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
44.	28 March 2024	Toitū Tairāwhiti Prototype Report – Programme Governance Group	Released with some information withheld under section 9(2)(a) of the Act
45.	27 March 2024	Financial Performance Report – Project Governance Group	Withheld in full under sections 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
46.	30 May 2024	Toitū Tairāwhiti Prototype Report – Programme Governance Group	Released with some information withheld under sections 9(2)(a), 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
47.	22 May 2024	Financial Report – Tranches 3 & 4	Withheld in full under sections 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
48.	27 June 2024	Toitū Tairāwhiti Prototype Report – Programme Governance Group	Released with some information withheld under sections 9(2)(a), 9(2)(b)(ii) and 9(2)(ba)(i) of the Act
49.	27 June 2024	Financial Performance Report – Project Governance Group	Withheld in full under sections 9(2)(b)(ii) and 9(2)(ba)(i) of the Act



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8 November 2022

Ref: MHN/GI.34924.50369

9(2)(a)

Toitū Tairāwhiti Housing Limited

9(2)(a)

Tēnā koe

MĀORI HOUSING NETWORK FUNDING AGREEMENT FOR TOITŪ TAIRĀWHITI HOUSING LIMITED

1. This Agreement between **Toitū Tairāwhiti Housing Limited** ("you") and Te Puni Kōkiri will commence once both Parties have signed and dated this Agreement and end on 30 June 2023.
2. During the term of this Agreement Te Puni Kōkiri will pay you up to the sum of One Hundred and Fifty Thousand dollars (\$150,000.00) exclusive of GST, if any ("the Funds").
3. The Funds will be used for the following purpose:
To support Toitū Tairāwhiti Housing Limited to deliver six Sorted Kainga Ora financial capability programmes for up to 20 people per programme, in Tairāwhiti. (the "Project").
4. In order to complete the Project you will undertake the Deliverables ("the Deliverables") detailed in Schedule A of this Agreement.
5. You must also comply with the Special Conditions (if any) detailed in Schedule A of this Agreement.
6. The Funds will be payable as detailed in Schedule A, or as set out in the Special Conditions.
7. Te Puni Kōkiri Key Contact for this Agreement is 9(2)(a) You will deal directly with the Key Contact on all matters relating to this Agreement.
8. You will notify Te Puni Kōkiri of your Key Contact and their contact details for this Agreement upon execution of this Agreement, if they differ to who is named at the top of this Agreement.
9. You are required to comply with the reporting and evaluation requirements set out in this Agreement.

10. Te Puni Kōkiri will post or deliver any notices to you, in writing, by email or at your offices at the address shown above. You must deliver all notices to Te Puni Kōkiri, in writing by email at the address shown above.
11. In addition to the above, all the Terms and Conditions, and Schedules attached form part of this Agreement and you agree to be bound by them
12. Please read the Agreement. You can confirm your acceptance of the agreement by either:
- Printing the document, signing page 2 and initialing each page. You should scan or take a photo of the signed document and email it back to me.
 - Adding your electronic signature and initials to each page of this PDF, and returning it to me.
 - If you cannot do (a) or (b), you can reply to my email with the unsigned Funding Agreement attached, and state *"I have read and understand the attached funding agreement for MHN/GI.34924.50369 including the Terms & Conditions, and I accept and intend to be legally bound by the agreement"*.

Ngā mihi

9(2)(a)

9(2)(a)

I confirm that I am authorised to sign and accept this Agreement on behalf of **Toitū Tairāwhiti Housing Limited**.

9(2)(a)

NAME of authorised signatory

NAME of authorised signatory

9(2)(a)

Signature

Date 08/ 11 / 2022

Signature

Date / /

Witness Signature:

Witness Name:

Occupation:

Town of Residence:

Witness Signature:

Witness Name:

Occupation:

Town of Residence:

TERMS AND CONDITIONS

1. Obligations

Both Parties' obligations

- 1.1 You and Te Puni Kōkiri will work together during the term of this Agreement and, in particular, agree to the following engagement principles:
- a) act honestly and in good faith with each other
 - b) communicate with each other regularly, openly and on time
 - c) work with each other collaboratively and constructively
 - d) recognise each other's responsibilities, and
 - e) encourage quality and innovation to achieve positive outcomes.

Obligations of Te Puni Kōkiri

- 1.2 Te Puni Kōkiri will:
- a) make decisions reasonably required by you to enable delivery of the Project. All decisions will be given within reasonable timeframes, and
 - b) pay you the Funds in accordance with this Agreement.

Your obligations

- 1.3 You will use the funds paid to you only for the Project.
- 1.4 You will complete the Project and provide the Deliverables:
- a) on time
 - b) with due care and skill
 - c) meeting all relevant legal requirements, including, but not limited to:
 - i. Health and Safety at Work Act 2015
 - ii. Employment Relations Act 2000
 - iii. resource consents under the Resource Management Act 1991
 - iv. all building consents and local authority requirements
 - v. requirements of the Residential Tenancy Act 1986 (if required).
 - d) in accordance with good practice guidelines and relevant professional standards and codes; and
 - e) to the satisfaction of Te Puni Kōkiri.
- 1.5 You will notify Te Puni Kōkiri of any changes to your legal entity status, governance, management, and any other changes that will have a material effect on this Agreement or the Project's Deliverables.
- 1.6 You will use the Funds only for the Project's Deliverables.
- 1.7 You are responsible for the acts and omissions of any subcontractor.
- 1.8 If you subcontract all or any parts of carrying out the Deliverables for a building, you must:
- a) use a competitive tendering processes (or by demonstrate that an appropriate value for money test has been applied prior to entering a contract for the Deliverables)
 - b) enter into an appropriate written contract(s)

- c) engage a licensed building practitioner under the Building Act 2004, and
 - d) obtain residential build guarantees/insurances (for example Master Build, Halo or equivalent) under an appropriate written contract(s).
- 1.9 You will not knowingly be party to any arrangement that results in Te Puni Kōkiri or the Crown effectively having to pay more than once for the same Project, but this does not prevent Te Puni Kōkiri or any other agency of the Crown co-funding you.
- 1.10 You acknowledge that you have no authority to commit Te Puni Kōkiri to any action or cost that is not expressly authorised by this Agreement.

2. Payments

Payments

- 2.1 Te Puni Kōkiri will make payments to you up to the maximum approved amount, on receipt of an invoice, where:
- a) the Payment is related to performing the Deliverable for the Project as defined under this Agreement, and the Deliverable is met or progressing to Te Puni Kōkiri's satisfaction;
 - b) approved Funds are available;
 - c) you confirm that works, services and supplies have been completed to your satisfaction;
 - d) Te Puni Kōkiri is satisfied and has accepted your most recent Report;
 - e) you have provided invoices received from third parties (contractors or suppliers), where necessary, to Te Puni Kōkiri; and
 - f) your invoice complies with clause 2.3.

Paying part Funds

- 2.2 Te Puni Kōkiri agrees to pay you part of the Funds where:
- a) you have receive supplier invoices for work that is being undertaken in stages, and
 - b) You invoice Te Puni Kōkiri in accordance with the conditions set out at clause 2.1. Receipts confirming payment to your suppliers must be sent to Te Puni Kōkiri within five (5) business days of payment to the supplier.

Invoices

- 2.3 Te Puni Kōkiri has no obligation to pay without receiving an invoice from you. You agree to provide a valid invoice that:
- a) clearly shows all GST (or 'nil' if appropriate)
 - b) is in New Zealand currency
 - c) is clearly marked 'Tax invoice' (or 'invoice' if you are not GST registered, or GST is not applicable)
 - d) contains your name, address and GST number (if applicable)
 - e) is addressed to Te Puni Kōkiri and is marked for the attention of the Key Contact
 - f) states the date the invoice was issued
 - g) names this Agreement and the relevant Deliverable
 - h) contains the Agreement's reference number
 - i) states the Funds due, and

- j) contains a unique invoice number.

Contingency

- 2.4 The Funds may include a contingency sum specified in Schedule A. The contingency sum is to be drawn upon only if required, and subject to Te Puni Kōkiri prior approval, based on evidence of additional costs being required to complete the Project.

Applying liquidated damages or penalties

- 2.5 You agree to apply any liquidated damage or penalties for late completion receipts towards the costs of the Project, towards remedying any breach of the Agreement or towards the calculation of unexpended funds.

Withholding payments

- 2.6 If you do not meet your obligations set out in this Agreement (including providing Reports), Te Puni Kōkiri may withhold the payment of the Funds due to you until your obligations are fulfilled. Te Puni Kōkiri will give you reasonable notice of its intention not to make such payments and will discuss with you the issues relating to your non-compliance.

Paying back Funds

- 2.7 You will pay Te Puni Kōkiri back any Funds paid to you (plus any interest accrued on these Funds), upon notice from Te Puni Kōkiri, if:
- a) you are overpaid
 - b) you fail to perform any of the obligations you have already been funded for, or
 - c) you do not spend any payments or contingency payments made to you.
- 2.8 Te Puni Kōkiri will have sole discretion to assess the value of any overpayment or underperformed obligations.
- 2.9 If required by Te Puni Kōkiri you will ensure that the Funds paid to you will be shown separately in your accounts so that your expenditure of the Funds can be readily identified. You will, within 10 business days, notify us of the location and details of the bank account in which the funding is kept and provide to us, and the relevant financial institution, an authority for audit purposes only, for us to obtain any details relating to any use of the bank account.

3. Reports

- 3.1 Te Puni Kōkiri may require you to establish a project control group to monitor and report on the Project's performance, that will consist of at least the following:
- a) your representative
 - b) Te Puni Kōkiri's representative
 - c) your project manager
 - d) appropriate consultants
 - e) appropriate contractors
- 3.2 The minutes of the project control group will constitute the requirements of clause 3.3 below, where such minutes provide the detail set out in clause 3.3(a) to (f) below.
- 3.3 You must complete and send to Te Puni Kōkiri a timely, accurate, and complete Report **at least every month** after the commencement of this Agreement. Reports will be required throughout the duration of the Agreement until the final payment is made, or the End Date occurs. Each Report will include the following:

- a) progress made on, or achievement of, the Deliverables since the commencement of this Agreement or since the last Report was received
 - b) any highlights achieved since the commencement of this Agreement, or since the last Report was received including copies of any third party provider reports, consents and compliance documents
 - c) a summary and evidence of how the Funds have been spent to date, including bank statements, invoices, business accounts, and photos (where necessary);
 - d) any delays, risks, or other problems you are experiencing in delivering the Project
 - e) any tasks planned for completion by the next Report, and
 - f) cost to complete certificate for all papakāinga, if applicable, using the templates provided by Te Puni Kōkiri.
- 3.4 The final Report that you provide must outline the outcomes achieved during the term of the Agreement and include a full expenditure Report on the use of the Funds, including:
- a) details on when each deliverable was completed
 - b) describe the impact on whānau, including case studies
 - c) highlights, innovations, lessons learned and opportunities and next steps
 - d) any outstanding notices or issues
 - e) full expenditure report and reconciliation against the Fund, and
 - f) any planned communications about the completion of the project.
- 3.5 You will provide all Reports to Te Puni Kōkiri in a readable format in hard copy or electronic form.
- 3.6 You will keep true and proper financial accounts, and keep a record of all documents and information relating to the Project, to a standard necessary for Te Puni Kōkiri to effectively monitor your performance. You will make your records available to Te Puni Kōkiri during the term of the Agreement and for seven years after the End Date (unless already provided to Te Puni Kōkiri earlier).
- 3.7 If Te Puni Kōkiri requires information about the Reports (including the failure to provide a Report), you must make yourself available to meet with Te Puni Kōkiri by phone or in person, within a reasonable time of a request to do so.
- 3.8 Te Puni Kōkiri may request additional information from you in relation to this Agreement. Such a request will be provided in writing detailing the reasons for the request.

4. Evaluation

- 4.1 For the purposes of undertaking an evaluation on the effectiveness of the funding for this Project, you will allow Te Puni Kōkiri, at any reasonable time, access to relevant records held or controlled by you that relate to this Agreement. You will allow observation of Project delivery, and will facilitate and allow interview and follow-up of persons involved in the Project.
- 4.2 You agree to participate, if required, in evaluation that improves understanding of the effectiveness of the Project. Te Puni Kōkiri will plan the evaluation of the Project in consultation with you. The evaluation will be coordinated by Te Puni Kōkiri and administered by evaluators on behalf of Te Puni Kōkiri. The consultation with you will at a minimum involve:
- a) deciding evaluation questions and data collection processes;

- b) the type of analysis applied to the data; and
 - c) how the reporting on the results of the analysis will be done.
- 4.3 Where an evaluation is required by Te Puni Kōkiri, you will co-operate fully and assist where required with any evaluation conducted by Te Puni Kōkiri and allow Te Puni Kōkiri access to your records, premises, your staff or other personnel you have used to undertake the Project as part of this evaluation. Te Puni Kōkiri will give reasonable notice of the evaluation and will ensure that access under this clause will not unreasonably disrupt your activities.

5. Audit

- 5.1 If required by Te Puni Kōkiri, you will co-operate fully and assist where required with any audit conducted by Te Puni Kōkiri or any auditor appointed by Te Puni Kōkiri. You will allow Te Puni Kōkiri or any auditor appointed by Te Puni Kōkiri, access to your records, premises, staff or other personnel you have used to undertake the Project. Te Puni Kōkiri will give reasonable notice of the audit and will ensure that access under this clause will not unreasonably disrupt your activities.
- 5.2 The process used for collecting and presenting all information to Te Puni Kōkiri under this Agreement must also be documented to:
- a) identify the source of the data
 - b) outline the process that was used for collecting and providing that information to Te Puni Kōkiri, and
 - c) if requested by Te Puni Kōkiri you will provide Te Puni Kōkiri or its agents access to this documentation

6. Conflicts of Interest

- 6.1 A conflict of interest may arise if you or the persons engaged on the Project have personal or business interests or obligations that do or could conflict or be perceived to conflict with your obligations under this Agreement. Conflicts of interest could call into question independence, objectivity or impartiality and can be:
- a) actual: where the conflict currently exists;
 - b) potential: where the conflict is about to happen or could happen; or
 - c) perceived: where other people may reasonably think that a person is compromised.
- 6.2 You confirm that you do not have any conflicts of interest which will or may affect you undertaking the Project.
- 6.3 You will do your best to avoid situations that may lead to a conflict of interest arising during the term of the Agreement.
- 6.4 You will notify Te Puni Kōkiri immediately if you become aware of anything that might give rise to an actual, perceived or potential conflict of interest between your obligations to Te Puni Kōkiri and any other interests or responsibilities you may have.
- 6.5 If there is a potential or actual conflict of interest, the Parties must discuss, agree and record in writing how any conflict of interest is to be managed.

7. Release of Information

- 7.1 Unless legally required to do so, or with the written consent of Te Puni Kōkiri, you will not:
- a) release any information about Te Puni Kōkiri which you have obtained while undertaking this Agreement; or

- b) release the terms and conditions of this Agreement to any third party.
- 7.2 If you are legally required to release any of the above information, you will notify Te Puni Kōkiri immediately.
- 7.3 You must co-operate with Te Puni Kōkiri to provide information immediately if the information is required by Te Puni Kōkiri to comply with an enquiry or its statutory, Parliamentary, or other reporting obligations.
- 7.4 You accept that Te Puni Kōkiri may be required to release details of this Agreement, including the value of Fund under this Agreement and actual payments made to you, if requested:
 - a) under the Official Information Act 1982;
 - b) through a Parliamentary Question;
 - c) from a Select Committee; or
 - d) from any other source where Te Puni Kōkiri is under a legal obligation to respond.

8. Communications

- 8.1 You will not issue any public statements or respond to any media enquiries about any matter relating to this Agreement or the Project without first obtaining the approval of Te Puni Kōkiri.
- 8.2 If required by Te Puni Kōkiri, you agree to publish the logo of Te Puni Kōkiri on any documentation relating to the Project and to acknowledge the support of Te Puni Kōkiri during any presentation or media releases or signage relating to the Project.
- 8.3 Te Puni Kōkiri retains the right to use this Agreement for promotional purposes including the right to make any public announcements in relation to the Funds, Project, Deliverables and this Agreement.
- 8.4 Te Puni Kōkiri may wish to obtain its own images (for example signage) or seek to use your images of the Project for promotional purposes. Te Puni Kōkiri will seek your approval before obtaining and using any such images.
- 8.5 Each Party undertakes not to display, including on websites or social media, objectionable or derogatory comments about the Project, this Agreement or each other.

9. Intellectual Property Rights

- 9.1 You and Te Puni Kōkiri retain ownership of all intellectual property rights respectively owned before the commencement of this Agreement. Signing this Agreement does not give either Party any rights to use any intellectual property rights of the other Party unless specifically agreed.
- 9.2 You acknowledge that the Crown owns copyright and all other intellectual property rights in all written materials produced specifically for Te Puni Kōkiri under this Agreement.
- 9.3 You guarantee that you will not breach or infringe anyone else's copyright, moral rights and intellectual property rights in fulfilling your obligations under this Agreement.

10. Resolving Disputes

Steps to resolving disputes

- 10.1 The Parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Agreement. The following process will apply to disputes:
 - a) a Party must notify the other if it considers a matter is in dispute;

- b) the Key Contacts will attempt to resolve the dispute through direct negotiation;
 - c) if the Key Contacts have not resolved the dispute within 10 working days of notification, they will refer it to the Parties' senior managers for resolution; and
 - d) if the senior managers have not resolved the dispute within 10 working days of it being referred to them, the Parties shall refer the dispute to mediation or some other form of alternative dispute resolution.
- 10.2 If a dispute is referred to mediation, the mediation will be conducted:
- a) by a single mediator agreed by the Parties or, if they cannot agree, appointed by the Chair for the time being of the Resolution Institute;
 - b) on the terms of the Resolution Institute's standard Mediation Agreement (NZ version); and
 - c) at a fee to be agreed by the Parties or, if they cannot agree, at a fee determined by the Chair for the time being of the Resolution Institute.
- 10.3 If a dispute is not resolved through mediation then the dispute will be referred for arbitration under the Arbitration Act 1996.
- 10.4 Each Party will pay its own costs of mediation or alternative dispute resolution under this clause.

Obligations during the dispute

- 10.5 If there is a dispute, each Party will continue to perform its obligations under this Agreement as far as practical given the nature of the dispute (including under clause 3.7 withholding payments for reports, if these have not been provided).
- 10.6 Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in this clause, unless court action is necessary to preserve a Party's rights.

11. Ending this Agreement

Agreed ending

- 11.1 This Agreement ends on the End Date unless ended earlier or extended by mutual agreement.
- 11.2 This Agreement may be ended at any time by mutual agreement.

Breach and Remedy Plan

- 11.3 If Te Puni Kōkiri considers you are in breach of this Agreement, Te Puni Kōkiri will give you written notice of its concerns and will either advise you that:
- a) you have 14 days (or any alternative period agreed) from receipt of the notice to remedy the situation; or
 - b) Te Puni Kōkiri requires you to enter into a Remedy Plan, which is to be put in place within 14 days from receipt of the notice.
- 11.4 For the purposes of this clause, "Remedy Plan" means a written plan entered into by Te Puni Kōkiri and you to address any breach of this Agreement. Such Remedy Plan will identify:
- a) the breach;
 - b) how and why the breach arose; and
 - c) what action you must take to address or resolve the breach to the satisfaction of Te Puni Kōkiri, and a timetable for such action to be completed.

11.5 If Te Puni Kōkiri and you agree a Remedy Plan:

- a) you will perform the tasks specified under the Remedy Plan;
- b) Te Puni Kōkiri will not be able to exercise its right to end this Agreement while the breach is subject to the Remedy Plan; and
- c) any breach of the Remedy Plan will give Te Puni Kōkiri the right to end this Agreement in accordance with this clause without having to enter a new Remedy Plan.

11.6 If you fail to remedy a situation that Te Puni Kōkiri has notified you of under this clause, or you have not fulfilled the obligations by the timeframes agreed and recorded in any Remedy Plan, Te Puni Kōkiri is entitled to end this Agreement immediately without prejudice to its rights, remedies and obligations under this Agreement.

Right to end this Agreement without notice

11.7 Te Puni Kōkiri has the right to end this Agreement without notice immediately without prejudice to its rights, remedies and obligations under this Agreement, and without compensation where you, your staff or other personnel you have used to undertake the Project:

- a) becomes bankrupt or insolvent
- b) has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed
- c) becomes subject to any form of external administration
- d) ceases for any reason to continue in business or to deliver the Deliverables
- e) is unable to deliver the Deliverables for a period of 20 Business Days or more due to an Extraordinary Event
- f) is in breach of any of its obligations under this Agreement and the breach cannot be remedied
- g) repeatedly fails to perform or comply with its obligations under this Agreement whether those obligations are minor or significant
- h) does something or fails to do something that, in the opinion of Te Puni Kōkiri, results in damage to the reputation of Te Puni Kōkiri or business or the reputation or business of the Crown
- i) has a Conflict of Interest that in the opinion of Te Puni Kōkiri is so material as to impact adversely on the delivery of the Deliverables, the Te Puni Kōkiri or the Crown, or
- j) provides information to Te Puni Kōkiri that is misleading or inaccurate in any material respect.

Effect of ending the Agreement

11.8 If this Agreement is ended before its End Date, you will refund to Te Puni Kōkiri any Funds that you have received for the Project, which is uncompleted. Te Puni Kōkiri will have sole discretion to assess the value of any uncompleted aspects of the Project and whether to require a refund.

11.9 The end of this Agreement does not affect those rights of each Party which:

- a) accrued prior to the end of the Agreement, or
- b) relate to any breach or failure to perform an obligation under this Agreement that arose prior to the end of the Agreement.

- 11.10 The clauses that by their nature should remain in force at the end of this Agreement do so, including clauses 1 (Obligations), 4 (Evaluation), 5 (Audit), 7 (Release of Information), 8 (Public Statements), 9 (Intellectual Property Rights), 10 (Resolving Disputes), 11 (Ending this Agreement), 14 (Miscellaneous), and the Special Conditions in Schedule A (if applicable).

12. Extraordinary Events

- 12.1 Neither Party will be liable to the other for any failure to perform its obligations under this Agreement where the failure is due to an Extraordinary Event.
- 12.2 A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:
- a) the nature of the circumstances giving rise to the Extraordinary Event;
 - b) the extent of that Party's inability to perform under this Agreement;
 - c) the likely duration of that non-performance; and
 - d) what steps are being taken to minimise the impact of the Extraordinary Event on the delivery of the Project.
- 12.3 If a Party is unable to perform any obligations under this Agreement for 20 working days or more due to an Extraordinary Event, the other Party may end this Agreement immediately by giving Notice.
- 12.4 For the purposes of this Agreement, Extraordinary Event means an event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples of Extraordinary Events include:
- a) lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
 - b) acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;
 - c) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war; or
 - d) contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

13. Key Contacts

Key Contacts

- 13.1 The persons named as the Key Contacts are responsible for managing the Agreement, including:
- a) managing the relationship between the Parties;
 - b) overseeing the effective implementation of this Agreement;
 - c) acting as a first point of contact for any issues that arise; and
 - d) being the person on whom formal notices are served.
- 13.2 If a Party changes its Key Contact, a senior manager must tell the other Party, in writing, the name and contact details of the replacement within five working days of the change.

Delivery of Notices

- 13.3 All Notices to a Party must be delivered by hand or sent by post, courier or email to the Key Contact at the address stated in this Agreement (or as amended by clause 13.2).
- 13.4 Notices must be signed or, in the case of email, sent by the Key Contact or a senior manager with appropriate authority to do so.
- 13.5 A Notice will be considered to be received:
- a) if delivered by hand, on the date it is delivered;
 - b) if sent by post within New Zealand, on the third working day after the date it was sent;
 - c) if sent by courier, on the date it is delivered; or
 - d) if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.
- 13.6 A Notice received after 5pm on a working day or on a day that is not a working day will be considered to be received on the next working day.

14. Miscellaneous

Signing the Agreement

- 14.1 This Agreement is not binding on either party until both parties have signed it.

Counterparts

- 14.2 This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by email by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by email as if the original had been received.

Entire Agreement

- 14.3 This Agreement, including any Variations, constitutes the entire Agreement and overrides all prior oral and written understandings, arrangements and statements that have been made.

Relationship

- 14.4 Nothing in this Agreement creates a legal relationship between you and Te Puni Kōkiri of partnership, joint venture, agency or employment.

Variations

- 14.5 A Variation to this Agreement must be agreed by both parties, recorded in writing and signed by both parties. A Variation can be agreed through an exchange of emails where the authors have the authority to approve such a Variation.

Sub-contractors

- 14.6 You are responsible for the acts and omissions of any subcontractor engaged by you under this Agreement.
- 14.7 If you subcontract all or any parts of the Deliverables for a building, you must engage a licensed building practitioner under the Building Act 2004, under a written contract(s), to carry out the Deliverables. You must use a competitive tendering processes (or

demonstrate that an appropriate value for money test has been applied prior to entering a contract for the Deliverables).

Insurance

- 14.8 It is your responsibility to ensure that the risks of undertaking the Project are adequately covered, whether by insurance or otherwise. Te Puni Kōkiri will not be liable for any loss or damage. At a minimum, you must effect and keep current (and ensure that your subcontractors effect and keep current) at all times and with a reputable and financially sound insurer the following insurance policies:
- a) public liability insurance
 - b) material loss and/or damage insurance to the full replacement value of the Project's buildings, including the cost of removal of debris, architects' and legal fees for each building
 - c) construction insurance (where applicable), and
 - d) such other insurances as Te Puni Kōkiri may reasonably require from time to time by notice to you.
- 14.9 **Proof of cover** - you must provide to Te Puni Kōkiri, on request, evidence of currency of the insurance required by clause 14.8.
- 14.10 **Notification of claims** - you must notify Te Puni Kōkiri if there is a claim under any insurance policy held pursuant to clause 14.8.
- 14.11 **Use of proceeds of claims** - you must use the proceeds of any claim under any insurance policy held pursuant to clause 14.8(b) to reinstate the Project or as otherwise agreed by you and Te Puni Kōkiri.

Assignment

- 14.12 You may assign this Agreement with Te Puni Kōkiri's prior written approval, such consent not to be unreasonably withheld.

Novation

- 14.13 This Agreement may be novated by Te Puni Kōkiri if responsibility for managing the Māori Housing Network or appropriation linked to this Agreement moves, at the discretion of the Crown, from Te Puni Kōkiri to another agency or department of the Crown. Where a transfer occurs:
- a) Te Puni Kōkiri will notify you in writing of such change; and
 - b) the new Ministry or successor entity to the Māori Housing Network as a consequence of the notification of novation will be entitled to assume all the rights and obligations under this Agreement.

Severable clauses

- 14.14 If any clause or any part of any clause of this Agreement is declared invalid, unenforceable or illegal, it will no longer apply to this Agreement. All other clauses or parts of clauses contained in this Agreement will remain in full force and effect.

Health and Safety

- 14.15 You will:
- a) consult, cooperate and coordinate with Te Puni Kōkiri, to the extent required by Te Puni Kōkiri, to ensure that Te Puni Kōkiri and you will each comply with the respective obligations under the Health and Safety at Work Act 2015 as they relate to this Agreement

- b) perform your obligations under the Agreement in compliance with the Health and Safety at Work Act, and
- c) report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act, to Te Puni Kōkiri to the extent that it relates to, or affects, the Agreement.

Providers of children's services

14.16 Providers of children's services must have or adopt, as soon as practicable, a child protection policy that accords with the requirements of section 19 of the Children Act 2014. If you are a provider of children's services, or there are children's services in any way associated with the Project, you must comply with this requirement. If your policy falls due for review (three-year intervals from its first adoption) you must undertake the review. You must also carry out safety checks as required by Part 3 of the Children Act.

New Zealand law applies

14.17 The laws of New Zealand apply to this Agreement and any dispute that arises will be resolved under the laws of New Zealand. All money is in New Zealand dollars. Dates and times are New Zealand time.

Indemnity

- 14.18 You will indemnify Te Puni Kōkiri for any legal proceedings, expenses or claims which may be brought against Te Puni Kōkiri by a third party because of your negligence, or your breach of this Agreement.
- 14.19 Te Puni Kōkiri will not be liable for any direct or indirect, consequential or incidental, loss or damage arising under or in connection with this Agreement.

Waiver

- 14.20 If a Party breaches this Agreement and the other Party does not immediately enforce its rights resulting from the breach that:
 - a) does not mean that the Party in breach is released or excused from its obligation to perform the obligation at the time or in the future; and
 - b) does not prevent the other Party from exercising its rights resulting from the breach at a later time.

Te Puni Kōkiri

14.21 References to Te Puni Kōkiri includes the Ministry of Māori Development, the Secretary for Māori Development and any staff, contractors or agents of Te Puni Kōkiri.

SCHEDULE A

1. PROJECT DELIVERABLES AND PAYMENTS

1.1. The following table sets out the Project's:

- a. deliverables
- b. due dates for delivery, and
- c. payment amount.

Deliverable	Deliverable Description	Deliverable Due Date	Payment Amount
On Execution of Agreement	On execution - Contract signed and invoice received	16/11/2022	9(2)(b)(ii) and 9(2)(ba)(i)
Deliverable 1	First 2 of 6 SKO programmes - Graduation date provided, names of participants provided.	30/11/2022	
Deliverable 2	First 2 cohorts - Post workshop navigator support has started.	31/01/2023	
Deliverable 3	Second 2 of 6 SKO programmes - Graduation date provided, names of participants provided.	31/01/2023	
Deliverable 4	Second 2 cohorts - Post workshop navigator support has started.	28/04/2023	
Deliverable 5	Final 2 of 6 SKO programmes - Graduation date provided, names of participants provided.	17/03/2023	
Deliverable 6	Final 2 cohorts - Post workshop navigator support has started.	31/05/2023	
Final Report	Delivery of the final report after completion of navigation support to all whānau	09/06/2023	
Total			\$150,000.00
GST exempt			nil

2. SPECIAL CONDITIONS

2.1. There are no special conditions for this funding agreement



22 February 2023

9(2)(a)

Managing Director
Toitū Tairāwhiti Housing Ltd
By email: 9(2)(a)

Tēnā koe 9(2)(a)

Adapting the Programme Delivery Partnership Agreement for current events

On behalf of Te Tūāpapa Kura Kāinga and Te Puni Kōkiri, we would like to send our aroha to you all and to the wider Tairāwhiti whānau during this extremely challenging time.

Thank you for leaning in; we appreciate your position and commend you, 9(2)(a) and the Governance team for contacting our teams with your proposal to support the many whānau who have been affected by Cyclone Gabrielle. Your position in the heart of the community, and the work that you have been leading in Māori Housing delivery, places you in a good position to leverage your joint-venture partnership with BuiltSmart in Gisborne. Your proposition to provide temporary housing relief to whānau who urgently need support across Te Tairāwhiti, including Wairoa, is supported by Te Tūāpapa Kura Kāinga and Te Puni Kōkiri.

As discussed last Friday, to enable you to accelerate this approach we agree that Toitū Tairāwhiti can pivot from the current delivery programme and redirect or utilise up to \$10 million (incl. GST) of your current Whai Kāinga Whai Oranga funding to expediate the build and delivery of emergency cabins. We will confirm this arrangement and the signing of a variation to the Programme Delivery Partnership Agreement (PDPA) between Toitū Tairāwhiti, Te Tūāpapa Kura Kāinga and Te Puni Kōkiri.

In the immediate term, we will continue to meet to ensure we have the correct details and incorporate these in the variation to the PDPA. We will also reconvene, at an appropriate time, to discuss how both the response and longer term housing programme is recalibrated for the overall delivery of the PDPA; including housing and funding options.

Noho ora mai,



Andrew Crisp
Chief Executive
Te Tūāpapa Kura Kāinga



Grace Smit
Secretary for Māori Development (Acting)
Te Puni Kōkiri



27 April 2023

9(2)(a)
Managing Director
Toitū Tairāwhiti Housing Limited
By email 9(2)(a)

Tēnā koe 9(2)(a)

Adapting the Programme Delivery Partnership Agreement for housing repairs

Further to our letter dated 07 March 2023, and the ongoing correspondence between Toitū Tairāwhiti Housing Limited, Te Tūāpapa Kura Kāinga and Te Puni Kōkiri we want to formally confirm that we are able to provide up to \$11.75m (excl. GST) to support:

- Silt removal for up to 160 homes; and,
- Repairs for up to 65 Māori-owned homes that meet the criteria of the Māori Housing Network repairs programme including that the whānau have no other means to fund the critical repair work (for example because the whare is uninsured).

Te Puni Kōkiri and Te Tūāpapa Kura Kāinga acknowledges that Toitū Tairāwhiti Housing Limited may require an immediate drawdown on funding prior to the finalisation of a variation of the PDPA. Therefore, Te Puni Kōkiri and Te Tūāpapa Kura Kāinga agrees to fund \$5m (excl. GST) of the \$11.75m on receipt of a tax invoice. Please send Te Puni Kōkiri a tax invoice for \$5m (excl GST) for the first instalment of this housing repairs mahi.

This additional funding, including reference to the early payment, will be included in the variation to the PDPA.

Noho ora mai,

A handwritten signature in blue ink, appearing to read 'A Crisp', written over a horizontal line.

Andrew Crisp
Chief Executive
Te Tūāpapa Kura Kāinga

A handwritten signature in blue ink, appearing to read 'Dave Samuels', written over a horizontal line.

Dave Samuels
Secretary for Māori Development
Te Puni Kōkiri



Te Tūāpapa Kura Kāinga
Ministry of Housing and Urban Development



Te Puni Kōkiri
MINISTRY OF MĀORI DEVELOPMENT

26 May 2023

9(2)(a)

Managing Director
Toitū Tairāwhiti Housing Limited
By email: 9(2)(a)

Tēnā koe 9(2)(a)

Te Tūāpapa Kura Kāinga and Te Puni Kōkiri Programme Delivery Partnership Agreement ("PDPA") with Toitū Tairāwhiti Housing Limited – Supplemental Agreement

1. **Background:** We refer to our letters to you on 22 February 2023, 14 March 2023 and 25 April 2023 under which (among other things) we agreed to provide you with an additional \$28,612,500 (**Additional Funding**) to assist with providing housing related support to the wider Tairāwhiti whānau as a result of damage caused by Cyclone Gabrielle, including:
 - a. construction or delivery of up to 104 temporary emergency cabins (up to 9(2)(b)(i) and 9(2)(ba)(i) inclusive of GST if any);
 - b. overall project management, removal of silt from 160 homes and the repair of 65 homes (up to 9(2)(b)(i) and 9(2)(ba)(i) inclusive of GST); and
 - c. ancillary funding associated with the provision of immediate support to ensure safety and wellbeing of whānau and assisting whānau into temporary accommodation (up to 9(2)(b)(i) and 9(2)(ba)(i) inclusive of any GST if any).

(Cyclone Gabrielle Programme).
2. We agreed with you that:
 - a. the most efficient approach to provide the Additional Funding would be to make use of the arrangements we already have in place with each other to support new housing initiatives under the existing PDPA between you and us dated 27 May 2022; and
 - b. to the extent you require funding to progress delivery of the Cyclone Gabrielle Programme prior to us formalising the Additional Funding arrangements as a supplemental to the PDPA, then you are permitted to apply Funds already made available to you under the PDPA on the basis that adjustments would be made later to ensure that all PDPA and Additional Funding is accounted for (and allocated) consistent with each of these separate arrangements; and
 - c. any Additional Funding actually advanced to you ahead of the date of this letter will be subject to the terms of this letter and treated as if it was made available under the arrangements described in this letter.
3. The Cyclone related events may be material to previous planning done for delivery under the PDPA and that some degree of recalibration may be required. We look forward to discussing this with you separately. In the meantime, this letter just addresses and formalises your Additional Funding for Cyclone relief.

4. This letter is to be read in conjunction with the PDPA and the defined terms used in the PDPA apply equally to this letter.
5. **PDPA:** The parties acknowledge and agree that:
 - a. from the date of this letter, we will pay the Additional Funding to you in the same way and subject to the same general conditions that apply to other amounts paid to you under the PDPA.
 - b. TTHL requires to have the Working Capital Amount available to it at the beginning of each month in order for it to meet its Programme related obligations that will be incurred during that month in accordance with this Agreement and in particular the updated Annex 3.
 - c. At the end of each month the Programme Governance Group will review the current project status report and all invoices and wages or salaries paid by TTHL for that month for the purposes of each of the:
 - i. Programme;
 - ii. Cyclone Gabrielle Programme.
 - d. At the end of each month the Programme Governance Group will confirm an invoice to be issued by TTHL, in accordance with clauses 2.1 and 2.2 of the Terms of Conditions, for the amount of:
 - i. Funds required to bring TTHL's working capital for the Programme back up to the Working Capital Amount (**Top-Up Amount**); and
 - ii. Repair Work Funding required by TTHL for the Cyclone Gabrielle Programme (**Cyclone Gabrielle Payment**).
 - e. The Cyclone Gabrielle Payment will be paid in addition to the Top-Up Amount. For example:

If at the end of the month TTHL has spent [REDACTED] of the Funds and is entitled to draw down [REDACTED] of the Repair Work Funding for the upcoming month, the Programme Governance Group will provide an invoice of:

 - [REDACTED] as the Top-Up Amount; and
 - [REDACTED] as the Cyclone Gabrielle Payment.

Therefore, TTHL will have \$17,000,000 in total to be used in accordance with the Funding Purpose and Additional Funding Purpose (respectively).
 - f. Although they are to be applied for different purposes, the Additional Funding will be treated as 'Funds' for the purposes of applying the processes under the PDPA to this additional funding.
 - g. The terms of the PDPA will apply to the Cyclone Gabrielle Programme, Additional Funding and activities contemplated by this letter (as-if the Cyclone Gabrielle Programme and the Additional Funding were set-out in the PDPA and formed part of the Programme and Funding already provided for in the PDPA).
6. The parties acknowledge and agree that:

- a. the funding provided for each of the purposes and activities separately identified in the PDPA and this letter (being Construction Funding, Infrastructure Funding, Capability Funding, Management Funding, Emergency Accommodation Funding, Delivery Funding, and Repair Work Funding) is a separate allocation that is to be accounted for and applied consistent with its intended purpose and not in excess of the maximum amount available for that specified purpose or activity;
 - b. to the extent any Funds that have been applied to pay costs associated with the Cyclone Gabrielle Programme prior to the date of this letter (Relevant Amount), an amount equal to the Relevant Amount should be transferred from the Additional Funding to the Funds; and
 - c. as soon as practicable after you have used all of the Funds for a purpose or activity separately identified in the PDPA or this letter, you will prepare a reconciliation report for those Funds including a summary and evidence of how the Funds were spent, together with the outcomes achieved, for each allocation.
7. **Additional Funding:** Subject to the terms and conditions outlined in the PDPA (as made applicable to this additional funding), we agree to pay you the Additional Funding allocated as follows:
 - a. up until 30 June 2023, [REDACTED] (inclusive of GST, if any) for the:
 - i. construction and/or delivery; and
 - ii. provision of infrastructure required to support the construction and/or delivery (including, but not limited to, locating the temporary emergency cabins on site and connecting to the existing infrastructure), of up to 104 temporary emergency cabins to be made available to (and appropriately located for) whānau who are unable to occupy their usual dwelling because of damage (including to access routes) attributable to Cyclone Gabrielle, including as may have been made worse by subsequent weather events (**Emergency Accommodation Funding**);
 - b. up until 30 June 2023, [REDACTED] (inclusive of GST, if any) for the provision of immediate support to ensure safety and wellbeing and assisting whānau into temporary accommodation (**Delivery Funding**);
 - c. up until 30 September 2023, [REDACTED] (including GST) to support:
 - i. the overall project management costs including office establishment and operating expenses, management, legal advice, architectural advice and trade services;
 - ii. the removal of silt for up to 160 homes; and
 - iii. repairs for up to 65 Māori-owned homes that meet the criteria of the Māori Housing Network repairs programme including that the whānau have no other means to fund the critical repair work (for example, because the whānau is uninsured), (**Repair Work Funding**).
8. The payments to you will be made by us as follows:
 - a. Emergency Accommodation Funding – payable by Te Tūāpapa Kūra Kāinga

- b. Delivery Funding – payable by Te Puni Kōkiri
- c. Repair Work Funding – payable by Te Puni Kōkiri

each on receipt of an invoice issued by you in accordance with clause 2.2 of the Terms and Conditions of the PDPA.

9. You acknowledge and agree that:

- a. in respect of the Repair Work Funding:
 - i. we advanced, and you received [REDACTED] (including GST) of the Repair Work Funding (**Initial Repair Work Payment**) prior to the date of this letter and that the Initial Repair Work Payment is Additional Funding for the purposes of this letter; and
 - ii. as at the date of this letter, the maximum Repair Work Funding payable by us to you under the terms and conditions of this letter is [REDACTED] (including GST); and
- b. in respect of the Emergency Accommodation Funding:
 - i. we advanced, and you received, at least [REDACTED] (inclusive of GST, if any) of the Emergency Accommodation Funding (**Initial Emergency Accommodation Payment**) prior to the date of this letter and that the Initial Emergency Accommodation Payment is Additional Funding for the purposes of this letter; and
 - ii. as at the date of this letter, the maximum Emergency Accommodation Funding payable by us to you under the terms and conditions of this letter is [REDACTED] (inclusive of GST, if any).

10. The parties acknowledge and agree that:

- a. the total aggregate Funds payable by us to you under the terms and conditions of the PDPA as supplemented by this letter is \$83,612,500; and
- b. following the Initial Payment, Initial Repair Work Payment and the Initial Emergency Accommodation Payment, the maximum Funds payable by us to you under the terms and conditions of the PDPA as supplemented by this letter is [REDACTED]

11. **Additional Funding Purpose:** You agree to use the Additional Funding for the purposes included in the definition of Emergency Accommodation Funding, Delivery Funding and Repair Work Funding (as applicable). Any Additional Funding paid by us to you that is not used for the purposes specified in clauses 7 to 11 will be repayable by you to us in accordance with clause 2.6 of the Terms and Conditions.

12. **Reporting:** You agree that any Additional Funding will form part of the reporting obligations in accordance with clause 3 of the Terms and Conditions separately identifying expenditure linked to the different categories of funding making up the Cyclone Gabrielle Programme,

13. **General:** Please confirm your agreement to this letter by signing in the space provided and return a copy via email back to Huriwai.paki@hud.govt.nz and Timoti.gallagher@tpk.govt.nz.

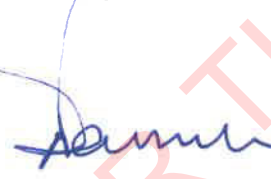
14. This letter takes effect on the date that we receive a signed copy of this letter back from you.
15. This letter will be treated as a supplement to the PDPA and that it (together with the relevant provisions of the PDPA) represents the entire agreement of the parties in connection with the matters it addresses. Nothing else in this letter alters anything else in the PDPA.

Nā māua noa, nā,

SIGNED by the SOVEREIGN IN RIGHT OF NEW ZEALAND acting by and through the Chief Executive of the Ministry of Housing and Urban Development:


 Andrew Crisp
 Chief Executive
 Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development
 Date: 19/6/23

SIGNED by the SOVEREIGN IN RIGHT OF NEW ZEALAND acting by and through the Secretary for Māori Development:


 Dave Samuels
 Secretary for Māori Development
 Te Puni Kōkiri
 Date: 20/6/23

We confirm that we are authorised to sign and accept the terms of this letter on behalf of Toitū Tairāwhiti Housing Limited.

9(2)(a)

9(2)(a)
 Chief Financial Officer
 Date 26/05/2023

9(2)(a)

9(2)(a)
 Managing Director
 Date 26/05/2023



Te Puni Kōkiri
299 Gladstone Road
Gisborne 4010

PO Box 140
Gisborne 4040

Telephone: 0800 875 447
Facsimile: 0800 875 329
Email: tpk.tairawhiti@tpk.govt.nz

31 August 2023

Ref: TA-SDWD-05

9(2)(a)

Toitū Tairāwhiti Housing Limited

9(2)(a)

Tēnā koe 9(2)(a)

Ka nui ngā mihi i runga i ngā āhuatanga o te wā.

SEDIMENT AND DEBRIS MANAGEMENT FUND INVESTMENT AGREEMENT

1. This Agreement is between **Toitū Tairāwhiti Housing Limited** ("you") and Te Puni Kōkiri will commence once both Parties have signed and dated this Agreement and end on 31 January 2024.

Please read the Agreement. You can confirm your acceptance of the agreement by either:

- a) Printing the document, signing page 2 and initialing each page. You should scan or take a photo of the signed document and email it back to me.
- b) Adding your electronic signature and initials to each page of this PDF, and returning it to me.

If you cannot do (a) or (b), you can reply to my email with the unsigned Funding Agreement attached, and state "*I have read and understand the attached funding agreement for TA-SDWD-05 including the Terms & Conditions, and I accept and intend to be legally bound by the agreement*".

2. During the term of this Agreement Te Puni Kōkiri will pay you up to the sum of **Two Million dollars (\$2,000,000.00)** exclusive of GST ("the Funds").

3. The Funds will be used for the following purpose:

To provide Toitū Tairāwhiti Housing Limited (TTHL) with the necessary resources to enable you to safely extract 28,903m³ of woody debris deposited on streambanks and river terraces along the Waihora and Waingaromia rivers which feed into the Waipaoa catchment. The funding will be used for:

- Establishment (transportation) of plant and machinery

Initial

9(2)(a)

/

- Transportation of plant and machinery between sites
 - Cost of extraction to a load out pad
 - Loading and cartage of debris material to a safe storage location in-forest
 - Removal of debris from fence lines
 - Processing a portion of the debris material into firewood and delivery of the firewood to key storage areas in Tūranga and Wairoa for distribution to kaumatua and whanau
 - Return transportation of plant and machinery
 - Construction of roads, tracks and load out pads
 - Erosion and sediment control measures
 - Traffic Management
 - Resource consent preparation and submission
 - Project Management and supervision
4. In order to achieve the Funding Purpose you will undertake the Deliverables ("the Deliverables") detailed in Schedule A of this Agreement.
 5. The Funds will be payable as detailed in Schedule A on receipt of tax invoices.
 6. Te Puni Kōkiri Key Contact for this Agreement is 9(2)(a). You can deal directly with 9(2)(a) on all matters relating to this Agreement.
 7. You will notify Te Puni Kōkiri of your Key Contact and their contact details for this Agreement upon execution of this Agreement if they differ to who is at the top of this Agreement.
 8. You are required to comply with the reporting and evaluation requirements in Schedule A, and Clauses 2 and 4 of the Terms and Conditions in this Agreement.
 9. Te Puni Kōkiri will post or deliver any notices to you at your offices at the address shown above. You must post all notices to Te Puni Kōkiri at the address shown above.
 10. In addition to the above, all the Terms and Conditions attached form part of this Agreement and you agree to be bound by them.

Please confirm your acceptance of this Agreement with the authorised person (or authorised persons) of your organisation signing and dating the acceptance below and return a signed and dated Agreement to Te Puni Kōkiri. All signatures must be witnessed, and the bottom of each page (including the Terms and Conditions) must be initialled.

We should receive the signed and dated Agreement within seven (7) days of the date stated at the top of page 1.

Initial

9(2)(a)

On behalf of Te Puni Kōkiri I would like to thank you for all the work you have and will continue to do over the coming months across Te Tairāwhiti.

Noho ora mai

9(2)(a)

9(2)(a)

Hautū Te Puni Rangapū ā-Rohe me Whakahaere
Deputy Secretary, Regional Partnerships & Operations

I confirm that I am authorised to sign and accept this Agreement on behalf of **Toitū Tairāwhiti Housing Limited**

NAME of authorised signatory

Signature

Date / /

Witness Signature:

Witness Name:

Occupation:

Town of Residence:

Initials **9(2)(a)** _____

TERMS AND CONDITIONS

1. Obligations

Both Parties' obligations

- 1.1 You and Te Puni Kōkiri will work together during the term of this Agreement and, in particular, agree to the following engagement principles:
- act honestly and in good faith with each other;
 - communicate with each other regularly, openly and on time;
 - work with each other collaboratively and constructively;
 - recognise each other's responsibilities; and
 - encourage quality and innovation to achieve positive outcomes.

Obligations of Te Puni Kōkiri

- 1.2 Te Puni Kōkiri will:
- make decisions and give approvals reasonably required by you to enable delivery of the Funding Purpose. All decisions and approvals must be given within reasonable timeframes; and
 - pay you the Funds as long as you have delivered the Deliverables to the satisfaction of Te Puni Kōkiri and invoiced Te Puni Kōkiri in accordance with this Agreement.

Your obligations

- 1.3 You will complete the Funding Purpose and provide the Deliverables:
- on time;
 - with due care and skill;
 - in accordance with good practice guidelines and relevant professional standards and codes; and
 - to the satisfaction of Te Puni Kōkiri.
- 1.4 You will notify Te Puni Kōkiri of any changes to your legal entity status, governance, management, and any other changes that will have a material effect on this Agreement.
- 1.5 You will use the Funds only for the Funding Purpose and Deliverables. In particular, you will not use the funding for the purchase of alcohol or any other costs that may bring Te Puni Kōkiri into disrepute.
- 1.6 You will not assign this Agreement or engage anyone to undertake all or part of the Funding Purpose without prior written approval of Te Puni Kōkiri.
- 1.7 You have no authority to commit Te Puni Kōkiri to any action or cost that is not expressly authorised by this Agreement.
- 1.8 You guarantee that you will comply with all the legal and legislative obligations you may have.
- 1.9 Providers of children's services must have or adopt, as soon as practicable, a child protection policy that accords with the requirements of section 19 of the Children Act 2014. If your policy falls due for review (three-year intervals from its first adoption) you must undertake the review. You must also carry out safety checks as required by Part 3 of the Children Act.

- 1.10 You will:
- a. consult, cooperate and coordinate with Te Puni Kōkiri, to the extent required by Te Puni Kōkiri, to ensure that Te Puni Kōkiri and you will each comply with the respective obligations under the Health and Safety at Work Act 2015 as they relate to this Agreement;
 - b. perform your obligations under the Agreement in compliance with the Health and Safety at Work Act;
 - c. report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act, to Te Puni Kōkiri to the extent that it relates to, or affects, the Agreement.
- 1.11 It is your responsibility to ensure that the risks of undertaking the Funding Purpose are adequately covered, whether by insurance or otherwise. Te Puni Kōkiri will not be liable for any loss or damage.
- 1.12 You will indemnify Te Puni Kōkiri for any legal proceedings, expenses or claims which may be brought against Te Puni Kōkiri by a third party because of your negligence, or your breach of this Agreement.
- 1.13 You will not knowingly be party to any arrangement that results in Te Puni Kōkiri or the Crown effectively having to pay more than once for the same Funding Purpose, but this does not prevent Te Puni Kōkiri or any other agency of the Crown co-funding you.
- 1.14 You, and your organisation's representatives, will comply with the Standards of Integrity and Conduct issued by the State Services Commission (see www.ssc.govt.nz) in all your dealings with Te Puni Kōkiri and other third parties or individuals likely to have a relationship with Te Puni Kōkiri. Te Puni Kōkiri may consider any failure to comply with this provision to be sufficient grounds for immediate termination under clause 11.7(c) of this Agreement.

2. Reports

- 2.1 You will provide all reports to Te Puni Kōkiri in a readable format in hard copy or electronic form.
- 2.2 The reports you provide to Te Puni Kōkiri shall, in all cases, be timely, accurate, consistent and a complete representation of the facts.
- 2.3 You will keep true and proper financial accounts, and keep a record of all documents and information relating to the Funding Purpose, to a standard necessary for Te Puni Kōkiri to effectively monitor your performance. You will make your records available to Te Puni Kōkiri during the term of the Agreement and for seven years after the End Date (unless already provided to Te Puni Kōkiri earlier).
- 2.4 If Te Puni Kōkiri requires information about the reports (including the failure to provide a report), you must make yourself available to meet with Te Puni Kōkiri by phone or in person, within a reasonable time of a request to do so.
- 2.5 Te Puni Kōkiri may request additional information from you in relation to this Agreement. Such a request will be provided in writing detailing the reasons for the request.

3. Payments

- 3.1 You must provide invoices for all Funds at the times specified in Schedule A. Te Puni Kōkiri has no obligation to pay without an invoice. If you are registered for GST you must provide a valid tax invoice that must:
- a. clearly show all GST;

- b. be in New Zealand currency;
 - c. be clearly marked 'Tax invoice';
 - d. contain your name, address and GST number;
 - e. identify Te Puni Kōkiri and be marked for the attention of the Key Contact;
 - f. state the date the invoice was issued;
 - g. name this Agreement and the relevant Deliverable;
 - h. contain the Agreement's reference number; and
 - i. state the Funds due.
- 3.2 If you fail to meet your obligations set out in this Agreement, Te Puni Kōkiri may not pay the next payment due to you until the required obligations are fulfilled. Te Puni Kōkiri will give you reasonable notice of its intention to not make such payments and will discuss with you the issues relating to your non-compliance.
- 3.3 You will pay Te Puni Kōkiri back any Funds paid to you (plus any interest accrued on these Funds), upon notice from Te Puni Kōkiri, if:
- a. you are overpaid;
 - b. you fail to perform any of the obligations you have already been funded for; or
 - c. you do not spend any payments or contingency payments made to you.
- 3.4 Te Puni Kōkiri will have sole discretion to assess the value of any overpayment or underperformed obligations.

4. Evaluation

- 4.1 For the purposes of undertaking an evaluation on the effectiveness of the funding for this Funding Purpose, you will allow Te Puni Kōkiri, at any reasonable time, access to relevant records held or controlled by you that relate to this Agreement. You will allow observation of Funding Purpose delivery, and will facilitate and allow interview and follow-up of persons involved in the Funding Purpose.
- 4.2 You agree to participate, if required, in evaluation that improves understanding of the effectiveness of the Funding Purpose. Te Puni Kōkiri will plan the evaluation of the Funding Purpose in consultation with you. The evaluation will be coordinated by Te Puni Kōkiri and administered by evaluators on behalf of Te Puni Kōkiri. The consultation with you will at a minimum involve:
- a. deciding evaluation questions and data collection processes;
 - b. the type of analysis applied to the data; and
 - c. how the reporting on the results of the analysis will be done.
- 4.3 Where an evaluation is required by Te Puni Kōkiri, you will co-operate fully and assist where required with any evaluation conducted by Te Puni Kōkiri and allow Te Puni Kōkiri access to your records, premises, your staff or other personnel you have used to undertake the Funding Purpose as part of this evaluation. Te Puni Kōkiri will give reasonable notice of the evaluation and will ensure that access under this clause will not unreasonably disrupt your activities.

5. Audit

- 5.1 If required by Te Puni Kōkiri, you will co-operate fully and assist where required with any audit conducted by Te Puni Kōkiri and allow Te Puni Kōkiri access to your records, premises, your staff or other personnel you have used to undertake the Funding Purpose. Te Puni Kōkiri will give reasonable notice of the audit and

will ensure that access under this clause will not unreasonably disrupt your activities.

6. Conflicts of Interest

- 6.1 You confirm that you do not have any conflicts of interest which will or may affect you undertaking the Funding Purpose. A conflict of interest may arise if you or the persons engaged on the Funding Purpose have personal or business interests or obligations that do or could conflict or be perceived to conflict with your obligations under this Agreement. Conflicts of interest could call into question independence, objectivity or impartiality and can be:
- a. actual: where the conflict currently exists;
 - b. potential: where the conflict is about to happen or could happen; or
 - c. perceived: where other people may reasonably think that a person is compromised.
- 6.2 You will do your best to avoid situations that may lead to a conflict of interest arising during the term of the Agreement.
- 6.3 You will notify Te Puni Kōkiri immediately if you become aware of anything that might give rise to an actual, perceived or potential conflict of interest between your obligations to Te Puni Kōkiri and any other interests or responsibilities you may have. If this does occur, the Parties must discuss, agree and record in writing how any conflict of interest is to be managed.

7. Release of Information

- 7.1 Unless legally required to do so, or with the written consent of Te Puni Kōkiri, you will not:
- a. release any information about Te Puni Kōkiri which you have obtained while undertaking this Agreement; or
 - b. release the terms and conditions of this Agreement to any third party.
- 7.2 If you are legally required to release any of the above information, you will notify Te Puni Kōkiri immediately.
- 7.3 You must co-operate with Te Puni Kōkiri to provide information immediately if the information is required by Te Puni Kōkiri to comply with an enquiry or its statutory, Parliamentary, or other reporting obligations.
- 7.4 You accept that Te Puni Kōkiri may be required to release details of this Agreement, including the Agreement price and actual payments made, if requested:
- a. under the Official Information Act 1982;
 - b. through a Parliamentary Question;
 - c. from a Select Committee; or
 - d. from any other source where Te Puni Kōkiri is under a legal obligation to respond.

8. Public Statements

- 8.1 You will not issue any public statements or respond to any media enquiries about any matter relating to this Agreement or the Funding Purpose without first obtaining the approval of Te Puni Kōkiri. If required by Te Puni Kōkiri, you agree to publish the logo of Te Puni Kōkiri on any documentation relating to the Funding Purpose and to acknowledge the support of Te Puni Kōkiri during any presentation or media releases relating to the Funding Purpose.

- 8.2 Te Puni Kōkiri retains the right to use this Agreement for promotional purposes including the right to make any public announcements in relation to the Funds, Funding Purpose, Deliverables and this Agreement.
- 8.3 Te Puni Kōkiri may wish to obtain its own images or seek to use your images of the Funding Purpose for promotional purposes. Te Puni Kōkiri will seek your approval before obtaining and using any such images.
- 8.4 Each Party undertakes not to display, including on websites or social media, objectionable or derogatory comments about the Funding Purpose, this Agreement or each other.

9. Intellectual Property Rights

- 9.1 You and Te Puni Kōkiri retain ownership of all intellectual property rights respectively owned before the commencement of this Agreement. Signing this Agreement does not give either Party any rights to use any intellectual property rights of the other Party unless specifically agreed.
- 9.2 All new intellectual property rights created by you while undertaking the Funding Purpose will be owned by you but:
- you will grant Te Puni Kōkiri a perpetual, irrevocable, royalty-free, transferable and non-exclusive licence to use, modify, copy and distribute any Deliverable provided to Te Puni Kōkiri under this Agreement; and
 - you and Te Puni Kōkiri may agree that any new intellectual property will be owned by Te Puni Kōkiri (alone or jointly with you), in which case the specified new intellectual property will be owned as recorded in writing between the Parties.
- 9.3 You guarantee that you will not breach or infringe anyone else's copyright, moral rights and intellectual property rights in fulfilling your obligations under this Agreement.

10. Resolving Disputes

Steps to resolving disputes

- 10.1 The Parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Agreement. The following process will apply to disputes:
- a Party must notify the other if it considers a matter is in dispute;
 - the Key Contacts will attempt to resolve the dispute through direct negotiation;
 - if the Key Contacts have not resolved the dispute within 10 working days of notification, they will refer it to the Parties' senior managers for resolution; and
 - if the senior managers have not resolved the dispute within 10 working days of it being referred to them, the Parties shall refer the dispute to mediation or some other form of alternative dispute resolution.
- 10.2 If a dispute is referred to mediation, the mediation will be conducted:
- by a single mediator agreed by the Parties or, if they cannot agree, appointed by the Chair for the time being of the Resolution Institute;
 - on the terms of the Resolution Institute's standard Mediation Agreement (NZ version); and
 - at a fee to be agreed by the Parties or, if they cannot agree, at a fee determined by the Chair for the time being of the Resolution Institute.

- 10.3 If a dispute is not resolved through mediation then the dispute will be referred for arbitration under the Arbitration Act 1996.
- 10.4 Each Party will pay its own costs of mediation or alternative dispute resolution under this clause.

Obligations during the dispute

- 10.5 If there is a dispute, each Party will continue to perform its obligations under this Agreement as far as practical given the nature of the dispute.
- 10.6 Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in this clause, unless court action is necessary to preserve a Party's rights.

11. Ending this Agreement

Agreed ending

- 11.1 This Agreement ends on the End Date unless ended earlier.
- 11.2 This Agreement may be ended at any time by mutual agreement.

Breach and Remedy Plan

- 11.3 If Te Puni Kōkiri considers you are in breach of this Agreement, Te Puni Kōkiri will give you written notice of its concerns and will either advise you that:
- a. you have 14 days (or any alternative period agreed) from receipt of the notice to remedy the situation; or
 - b. Te Puni Kōkiri requires you to enter into a Remedy Plan, which is to be put in place within 14 days from receipt of the notice.
- 11.4 For the purposes of this clause, "Remedy Plan" means a written plan entered into by Te Puni Kōkiri and you to address any breach of this Agreement. Such Remedy Plan will identify:
- a. the breach;
 - b. how and why the breach arose; and
 - c. what action you must take to address or resolve the breach to the satisfaction of Te Puni Kōkiri, and a timetable for such action to be completed.
- 11.5 If Te Puni Kōkiri and you agree a Remedy Plan:
- a. you will perform the tasks specified under the Remedy Plan;
 - b. Te Puni Kōkiri will not be able to exercise its right to end this Agreement while the breach is subject to the Remedy Plan; and
 - c. any breach of the Remedy Plan will give Te Puni Kōkiri the right to end this Agreement in accordance with this clause without having to enter a new Remedy Plan.
- 11.6 If you fail to remedy a situation and Te Puni Kōkiri has notified you of under this clause, or you have not fulfilled the obligations by the timeframes agreed and recorded in any Remedy Plan, Te Puni Kōkiri will be entitled to end this Agreement immediately without prejudice to its rights, remedies and obligations under this Agreement.

Effect of ending the Agreement

- 11.7 Te Puni Kōkiri has the right to end this Agreement without notice and without compensation where you, your staff or other personnel you have used to undertake the Funding Purpose:
- a. become bankrupt or insolvent; or

- b. are convicted of any offence involving dishonesty or any criminal offence; or
 - c. do anything that may bring Te Puni Kōkiri into disrepute.
- 11.8 If this Agreement is ended before its End Date, you will refund to Te Puni Kōkiri any Funds that you have received for the Funding Purpose, which is uncompleted. Te Puni Kōkiri will have sole discretion to assess the value of any uncompleted aspects of the Funding Purpose.
- 11.9 Te Puni Kōkiri may end or vary this Agreement where there is a change of government policy that limits the availability of this funding for the remaining term of this Agreement. If this situation does arise, Te Puni Kōkiri will give you as much notice of the proposed change as soon as possible, to the extent that Te Puni Kōkiri is able to do so.
- 11.10 The end of this Agreement does not affect those rights of each Party which:
- a. accrued prior to the end of the Agreement, or
 - b. relate to any breach or failure to perform an obligation under this Agreement that arose prior to the end of the Agreement.
- 11.11 The clauses that by their nature should remain in force at the end of this Agreement do so, including clauses 1 (Obligations), 4 (Evaluation), 5 (Audit), 7 (Release of Information), 8 (Public Statements), 9 (Intellectual Property Rights), 10 (Resolving Disputes), 11 (Ending this Agreement), and 14 (Miscellaneous).

12. Extraordinary Events

- 12.1 Neither Party will be liable to the other for any failure to perform its obligations under this Agreement where the failure is due to an Extraordinary Event.
- 12.2 A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:
- a. the nature of the circumstances giving rise to the Extraordinary Event;
 - b. the extent of that Party's inability to perform under this Agreement;
 - c. the likely duration of that non-performance; and
 - d. what steps are being taken to minimise the impact of the Extraordinary Event on the delivery of the Funding Purpose.
- 12.3 If a Party is unable to perform any obligations under this Agreement for 20 working days or more due to an Extraordinary Event, the other Party may end this Agreement immediately by giving Notice.
- 12.4 For the purposes of this Agreement, Extraordinary Event means an event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples of Extraordinary Events include:
- a. lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
 - b. acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;
 - c. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war; or
 - d. contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

13. Key Contacts

Key Contacts

- 13.1 The persons named as the Key Contacts are responsible for managing the Agreement, including:
- a. managing the relationship between the Parties;
 - b. overseeing the effective implementation of this Agreement;
 - c. acting as a first point of contact for any issues that arise; and
 - d. being the person on whom formal notices are served.
- 13.2 If a Party changes its Key Contact, a senior manager must tell the other Party, in writing, the name and contact details of the replacement within five working days of the change.

Delivery of Notices

- 13.3 All Notices to a Party must be delivered by hand or sent by post, courier or email to the Key Contact at the address stated in this Agreement (or as amended by clause 13.2).
- 13.4 Notices must be signed or, in the case of email, sent by the Key Contact or a senior manager with appropriate authority to do so.
- 13.5 A Notice will be considered to be received:
- a. if delivered by hand, on the date it is delivered;
 - b. if sent by post within New Zealand, on the third working day after the date it was sent;
 - c. if sent by courier, on the date it is delivered; or
 - d. if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.
- 13.6 A Notice received after 5pm on a working day or on a day that is not a working day will be considered to be received on the next working day.

14. Miscellaneous

Relationship

- 14.1 Nothing in this Agreement creates a legal relationship between you and Te Puni Kōkiri of partnership, joint venture, agency or employment.

Changes to this Agreement

- 14.2 Any change to this Agreement is called a Variation. A Variation must be agreed by both Parties and recorded in writing and signed by both Parties.
- 14.3 Notwithstanding clause 14.2, a Variation can be agreed through an exchange of emails where the authors have the authority to approve such a Variation. Te Puni Kōkiri will have the sole discretion to determine whether a Variation can be agreed to through an exchange of emails.

Entire Agreement

- 14.4 This Agreement, including any Variations, constitutes the entire Agreement and overrides all prior oral and written understandings, arrangements and statements that have been made.

Severable clauses

- 14.5 If any clause or any part of any clause of this Agreement is declared invalid, unenforceable or illegal, it will no longer apply to this Agreement. All other clauses or parts of clauses contained in this Agreement will remain in full force and effect.

New Zealand applies

- 14.6 The laws of New Zealand apply to this Agreement and any dispute that arises will be resolved under the laws of New Zealand. All money is in New Zealand dollars. Dates and times are New Zealand time.

Signing the Agreement

- 14.7 This Agreement is not binding on either Party until both Parties have signed it.
- 14.8 This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by email by any of the Parties to any other Party. The receiving Party may rely on the receipt of such document so executed and delivered by email as if the original has been received.

Waiver

- 14.9 If a Party breaches this Agreement and the other Party does not immediately enforce its rights resulting from the breach that:
- a. does not mean that the Party in breach is released or excused from its obligation to perform the obligation at the time or in the future; and
 - b. does not prevent the other Party from exercising its rights resulting from the breach at a later time.

Te Puni Kōkiri

- 14.10 References to Te Puni Kōkiri includes the Ministry of Māori Development, the Secretary for Māori Development and any staff, contractors or agents of Te Puni Kōkiri.

SCHEDULE A

1. Payment will only be made to you on receipt of a tax invoice and on completion/submission of the deliverables and reports to the satisfaction of Te Puni Kōkiri, as set out in the table below and in Clause 1.1 of the Terms and Conditions in this Agreement. Where the total sum is paid on execution of this Agreement, payment will only be made to you on receipt of a tax invoice.
2. All payments are GST exclusive and shall be made based on information below.

Deliverable(s)	Deliverable Description(s)	Deliverable Due Date	Amounts Payable (GST Exclusive)
On Execution of Agreement	Provide a signed original of the Agreement, an invoice and certified bank deposit slip.	1 September 2023	9(2)(b)(ii) and 9(2)(ba)(i)
Progress Report	The report template is completed and provides Te Puni Kōkiri with information regarding the progress of the project. The report also outlines that the Funding Purpose is on track to be achieved.	16 October 2023	
Final Report	The report template is completed and provides Te Puni Kōkiri with information regarding the outcome of the project. The report also outlines the Funding Purpose is achieved. Additionally, a full financial report recording the expenditure of the putea received.	15 December 2023	
TOTAL (GST Exclusive)			\$2,000,000.00



REPORT TEMPLATE

Details about your funding - for Te Puni Kōkiri use only		
Ref number	TA-SDWD-05	
Name of organisation	Toitū Tairāwhiti Housing Limited	
Amount funded	\$2,000,000.00 (excluding GST)	
Funding Purpose	To provide Toitū Tairāwhiti Housing Limited (TTHL) with the necessary resources to enable them to safely extract 28,903m³ of woody debris deposited on streambanks and river terraces along the Waihora and Waingaromia rivers which feed into the Waipaoa catchment. The funding will be used for: • Establishment (transportation) of plant and machinery • Transportation of plant and machinery between sites • Cost of extraction to a load out pad • Loading and cartage of debris material to a safe storage location in-forest • Removal of debris from fence lines • Processing a portion of the debris material into firewood and delivery of the firewood to key storage areas in Tūranga and Wairoa for distribution to kaumatua and whanau • Return transportation of plant and machinery • Construction of roads, tracks and load out pads • Erosion and sediment control measures • Traffic Management • Resource consent preparation and submission • Project Management and supervision	
Deliverable	Description	Due Date
Progress Report	The report template is completed and provides Te Puni Kōkiri with information regarding the progress of the project. The report also outlines that the Funding Purpose is on track to be achieved.	16 October 2023
Final Report	The report template is completed and provides Te Puni Kōkiri with information regarding the outcome of the project. The report also outlines the Funding Purpose is achieved. Additionally, a full financial report recording the expenditure of the putea received.	15 December 2023

Please return the completed report to us by the above report due date

Date completed	
How many tonnes of woody debris was removed and/or processed?	



REPORT TEMPLATE

How was the funding used? Did the work progress as expected?			
How has the funding improved access or activities on the whenua, including health, safety, cultural or environmental impacts.			
What are the ongoing challenges and/or opportunities for your whānau and community?			
What further work is needed on your whenua that was not covered through this fund?			
<i>I declare that the funds were spent for the intended purpose, any unspent funds have been refunded, and receipts are available for inspection by Te Puni Kōkiri on request</i>			
To be signed by authorised signatory			
Full name		Contact number	
Signature		Date	



Te Puni Kōkiri
299 Gladstone Road
Gisborne 4010

PO Box 140
Gisborne 4040

Telephone: 0800 875 447
Facsimile: 0800 875 329
Email:
tpk.tairāwhiti@tpk.govt.nz

7 June 2024

Ref: TA-SDWD-36

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Toitū Tairāwhiti Housing Limited

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Tēnā koe

SEDIMENT AND DEBRIS MANAGEMENT FUND INVESTMENT AGREEMENT

1. This Agreement is between Toitū Tairāwhiti Housing Limited ("you") and Te Puni Kōkiri will commence once both Parties have signed and dated this Agreement and end on 13 December 2024.

Please read the Agreement. You can confirm your acceptance of the agreement by either:

- a) Printing the document, signing page 2 and initialing each page. You should scan or take a photo of the signed document and email it back to me.
- b) Adding your electronic signature and initials to each page of this PDF and returning it to me.

If you cannot do (a) or (b), you can reply to my email with the unsigned Funding Agreement attached, and state *"I have read and understand the attached funding agreement for TA-SDWD-36 including the Terms & Conditions, and I accept and intend to be legally bound by the agreement"*.

2. During the term of this Agreement Te Puni Kōkiri will pay you up to the sum of **Four million dollars (\$4,000,000.00)** exclusive of GST ("the Funds").
3. The Funds will be used for the following purpose:
Toitū Tairāwhiti Housing Limited, acting on behalf of all Tairāwhiti iwi, are seeking support to engage contractors to clear sediment and debris from a minimum of 40 Māori land blocks that previously missed out on the support or require additional support (the "Funding Purpose").
4. In order to achieve the Funding Purpose, you will undertake the Deliverables ("the Deliverables") detailed in Schedule A of this Agreement.
5. The Funds will be payable as detailed in Schedule A on receipt of tax invoices.
6. Te Puni Kōkiri Key Contact for this Agreement is 9(2)(a) You will deal directly with the Key Contact on all matters relating to this Agreement.

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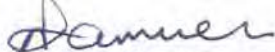


7. You will notify Te Puni Kōkiri of your Key Contact and their contact details for this Agreement upon execution of this Agreement if they differ to who is at the top of this Agreement.
8. You are required to comply with the reporting and evaluation requirements in Schedule A, and Clauses 2 and 4 of the Terms and Conditions in this Agreement.
9. Te Puni Kōkiri will post or deliver any notices to you at your offices at the address shown above. You must post all notices to Te Puni Kōkiri at the address shown above.
10. In addition to the above, all the Terms and Conditions attached form part of this Agreement and you agree to be bound by them.

Please confirm your acceptance of this Agreement with the authorised person (or authorised persons) of your organisation signing and dating the acceptance below and return a signed and dated Agreement to Te Puni Kōkiri. All signatures must be witnessed, and the bottom of each page (including the Terms and Conditions) must be initialled.

Te Puni Kōkiri requests that you return the signed and dated Agreement within seven (7) days of the date stated at the top of page 1.

Ngā mihi



Dave Samuels
Secretary for Māori Development

I confirm that I am authorised to sign and accept this Agreement on behalf of **Toitū Tairāwhiti Housing Limited**.

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NAME of authorised signatory

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Signature

Date

14/6/24

Witness Signature:

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Witness Name:

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Occupation:

Associate Professor

Town of Residence:

Hamilton

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TERMS AND CONDITIONS

1. Obligations

Both Parties' obligations

- 1.1 You and Te Puni Kōkiri will work together during the term of this Agreement and, in particular, agree to the following engagement principles:
- act honestly and in good faith with each other;
 - communicate with each other regularly, openly and on time;
 - work with each other collaboratively and constructively;
 - recognise each other's responsibilities; and
 - encourage quality and innovation to achieve positive outcomes.

Obligations of Te Puni Kōkiri

- 1.2 Te Puni Kōkiri will:
- make decisions and give approvals reasonably required by you to enable delivery of the Funding Purpose. All decisions and approvals must be given within reasonable timeframes; and
 - pay you the Funds as long as you have delivered the Deliverables to the satisfaction of Te Puni Kōkiri and invoiced Te Puni Kōkiri in accordance with this Agreement.

Your obligations

- 1.3 You will complete the Funding Purpose and provide the Deliverables:
- on time;
 - with due care and skill;
 - in accordance with good practice guidelines and relevant professional standards and codes; and
 - to the satisfaction of Te Puni Kōkiri.
- 1.4 You will notify Te Puni Kōkiri of any changes to your legal entity status, governance, management, and any other changes that will have a material effect on this Agreement.
- 1.5 You will use the Funds only for the Funding Purpose and Deliverables. In particular, you will not use the funding for the purchase of alcohol or any other costs that may bring Te Puni Kōkiri into disrepute.
- 1.6 You will not assign this Agreement or engage anyone to undertake all or part of the Funding Purpose without prior written approval of Te Puni Kōkiri.
- 1.7 You have no authority to commit Te Puni Kōkiri to any action or cost that is not expressly authorised by this Agreement.
- 1.8 You guarantee that you will comply with all the legal and legislative obligations you may have.
- 1.9 Providers of children's services must have or adopt, as soon as practicable, a child protection policy that accords with the requirements of section 19 of the Children Act 2014. If your policy falls due for review (three-year intervals from its first adoption) you must undertake the review. You must also carry out safety checks as required by Part 3 of the Children Act.
- 1.10 You will:

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- a. consult, cooperate and coordinate with Te Puni Kōkiri, to the extent required by Te Puni Kōkiri, to ensure that Te Puni Kōkiri and you will each comply with the respective obligations under the Health and Safety at Work Act 2015 as they relate to this Agreement;
 - b. perform your obligations under the Agreement in compliance with the Health and Safety at Work Act;
 - c. report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act, to Te Puni Kōkiri to the extent that it relates to, or affects, the Agreement.
- 1.11 It is your responsibility to ensure that the risks of undertaking the Funding Purpose are adequately covered, whether by insurance or otherwise. Te Puni Kōkiri will not be liable for any loss or damage.
- 1.12 You will indemnify Te Puni Kōkiri for any legal proceedings, expenses or claims which may be brought against Te Puni Kōkiri by a third party because of your negligence, or your breach of this Agreement.
- 1.13 You will not knowingly be party to any arrangement that results in Te Puni Kōkiri or the Crown effectively having to pay more than once for the same Funding Purpose, but this does not prevent Te Puni Kōkiri or any other agency of the Crown co-funding you.
- 1.14 You, and your organisation's representatives, will comply with the Standards of Integrity and Conduct issued by the State Services Commission (see www.ssc.govt.nz) in all your dealings with Te Puni Kōkiri and other third parties or individuals likely to have a relationship with Te Puni Kōkiri. Te Puni Kōkiri may consider any failure to comply with this provision to be sufficient grounds for immediate termination under clause 11.7(c) of this Agreement.

2. Reports

- 2.1 You will provide all reports to Te Puni Kōkiri in a readable format in hard copy or electronic form.
- 2.2 The reports you provide to Te Puni Kōkiri shall, in all cases, be timely, accurate, consistent and a complete representation of the facts.
- 2.3 You will keep true and proper financial accounts, and keep a record of all documents and information relating to the Funding Purpose, to a standard necessary for Te Puni Kōkiri to effectively monitor your performance. You will make your records available to Te Puni Kōkiri during the term of the Agreement and for seven years after the End Date (unless already provided to Te Puni Kōkiri earlier).
- 2.4 If Te Puni Kōkiri requires information about the reports (including the failure to provide a report), you must make yourself available to meet with Te Puni Kōkiri by phone or in person, within a reasonable time of a request to do so.
- 2.5 Te Puni Kōkiri may request additional information from you in relation to this Agreement. Such a request will be provided in writing detailing the reasons for the request.

3. Payments

- 3.1 You must provide invoices for all Funds at the times specified in Schedule A. Te Puni Kōkiri has no obligation to pay without an invoice. If you are registered for GST you must provide a valid tax invoice that must:
- a. clearly show all GST;
 - b. be in New Zealand currency;

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- c. be clearly marked 'Tax invoice';
 - d. contain your name, address and GST number;
 - e. identify Te Puni Kōkiri and be marked for the attention of the Key Contact;
 - f. state the date the invoice was issued;
 - g. name this Agreement and the relevant Deliverable;
 - h. contain the Agreement's reference number; and
 - i. state the Funds due.
- 3.2 If you fail to meet your obligations set out in this Agreement, Te Puni Kōkiri may not pay the next payment due to you until the required obligations are fulfilled. Te Puni Kōkiri will give you reasonable notice of its intention to not make such payments and will discuss with you the issues relating to your non-compliance.
- 3.3 You will pay Te Puni Kōkiri back any Funds paid to you (plus any interest accrued on these Funds), upon notice from Te Puni Kōkiri, if:
- a. you are overpaid;
 - b. you fail to perform any of the obligations you have already been funded for; or
 - c. you do not spend any payments or contingency payments made to you.
- 3.4 Te Puni Kōkiri will have sole discretion to assess the value of any overpayment or underperformed obligations.

4. Evaluation

- 4.1 For the purposes of undertaking an evaluation on the effectiveness of the funding for this Funding Purpose, you will allow Te Puni Kōkiri, at any reasonable time, access to relevant records held or controlled by you that relate to this Agreement. You will allow observation of Funding Purpose delivery, and will facilitate and allow interview and follow-up of persons involved in the Funding Purpose.
- 4.2 You agree to participate, if required, in evaluation that improves understanding of the effectiveness of the Funding Purpose. Te Puni Kōkiri will plan the evaluation of the Funding Purpose in consultation with you. The evaluation will be coordinated by Te Puni Kōkiri and administered by evaluators on behalf of Te Puni Kōkiri. The consultation with you will at a minimum involve:
- a. deciding evaluation questions and data collection processes;
 - b. the type of analysis applied to the data; and
 - c. how the reporting on the results of the analysis will be done.
- 4.3 Where an evaluation is required by Te Puni Kōkiri, you will co-operate fully and assist where required with any evaluation conducted by Te Puni Kōkiri and allow Te Puni Kōkiri access to your records, premises, your staff or other personnel you have used to undertake the Funding Purpose as part of this evaluation. Te Puni Kōkiri will give reasonable notice of the evaluation and will ensure that access under this clause will not unreasonably disrupt your activities.

5. Audit

- 5.1 If required by Te Puni Kōkiri, you will co-operate fully and assist where required with any audit conducted by Te Puni Kōkiri and allow Te Puni Kōkiri access to your records, premises, your staff or other personnel you have used to undertake the Funding Purpose. Te Puni Kōkiri will give reasonable notice of the audit and will ensure that access under this clause will not unreasonably disrupt your activities.



6. Conflicts of Interest

- 6.1 You confirm that you do not have any conflicts of interest which will or may affect you undertaking the Funding Purpose. A conflict of interest may arise if you or the persons engaged on the Funding Purpose have personal or business interests or obligations that do or could conflict or be perceived to conflict with your obligations under this Agreement. Conflicts of interest could call into question independence, objectivity or impartiality and can be:
- a. actual: where the conflict currently exists;
 - b. potential: where the conflict is about to happen or could happen; or
 - c. perceived: where other people may reasonably think that a person is compromised.
- 6.2 You will do your best to avoid situations that may lead to a conflict of interest arising during the term of the Agreement.
- 6.3 You will notify Te Puni Kōkiri immediately if you become aware of anything that might give rise to an actual, perceived or potential conflict of interest between your obligations to Te Puni Kōkiri and any other interests or responsibilities you may have. If this does occur, the Parties must discuss, agree and record in writing how any conflict of interest is to be managed.

7. Release of Information

- 7.1 Unless legally required to do so, or with the written consent of Te Puni Kōkiri, you will not:
- a. release any information about Te Puni Kōkiri which you have obtained while undertaking this Agreement; or
 - b. release the terms and conditions of this Agreement to any third party.
- 7.2 If you are legally required to release any of the above information, you will notify Te Puni Kōkiri immediately.
- 7.3 You must co-operate with Te Puni Kōkiri to provide information immediately if the information is required by Te Puni Kōkiri to comply with an enquiry or its statutory, Parliamentary, or other reporting obligations.
- 7.4 You accept that Te Puni Kōkiri may be required to release details of this Agreement, including the Agreement price and actual payments made, if requested:
- a. under the Official Information Act 1982;
 - b. through a Parliamentary Question;
 - c. from a Select Committee; or
 - d. from any other source where Te Puni Kōkiri is under a legal obligation to respond.

8. Public Statements

- 8.1 You will not issue any public statements or respond to any media enquiries about any matter relating to this Agreement or the Funding Purpose without first obtaining the approval of Te Puni Kōkiri. If required by Te Puni Kōkiri, you agree to publish the logo of Te Puni Kōkiri on any documentation relating to the Funding Purpose and to acknowledge the support of Te Puni Kōkiri during any presentation or media releases relating to the Funding Purpose.
- 8.2 Te Puni Kōkiri retains the right to use this Agreement for promotional purposes including the right to make any public announcements in relation to the Funds, Funding Purpose, Deliverables and this Agreement.

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- 8.3 Te Puni Kōkiri may wish to obtain its own images or seek to use your images of the Funding Purpose for promotional purposes. Te Puni Kōkiri will seek your approval before obtaining and using any such images.
- 8.4 Each Party undertakes not to display, including on websites or social media, objectionable or derogatory comments about the Funding Purpose, this Agreement or each other.

9. Intellectual Property Rights

- 9.1 You and Te Puni Kōkiri retain ownership of all intellectual property rights respectively owned before the commencement of this Agreement. Signing this Agreement does not give either Party any rights to use any intellectual property rights of the other Party unless specifically agreed.
- 9.2 All new intellectual property rights created by you while undertaking the Funding Purpose will be owned by you but:
- you will grant Te Puni Kōkiri a perpetual, irrevocable, royalty-free, transferable and non-exclusive licence to use, modify, copy and distribute any Deliverable provided to Te Puni Kōkiri under this Agreement; and
 - you and Te Puni Kōkiri may agree that any new intellectual property will be owned by Te Puni Kōkiri (alone or jointly with you), in which case the specified new intellectual property will be owned as recorded in writing between the Parties.
- 9.3 You guarantee that you will not breach or infringe anyone else's copyright, moral rights and intellectual property rights in fulfilling your obligations under this Agreement.

10. Resolving Disputes

Steps to resolving disputes

- 10.1 The Parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Agreement. The following process will apply to disputes:
- a Party must notify the other if it considers a matter is in dispute;
 - the Key Contacts will attempt to resolve the dispute through direct negotiation;
 - if the Key Contacts have not resolved the dispute within 10 working days of notification, they will refer it to the Parties' senior managers for resolution; and
 - if the senior managers have not resolved the dispute within 10 working days of it being referred to them, the Parties shall refer the dispute to mediation or some other form of alternative dispute resolution.
- 10.2 If a dispute is referred to mediation, the mediation will be conducted:
- by a single mediator agreed by the Parties or, if they cannot agree, appointed by the Chair for the time being of the Resolution Institute;
 - on the terms of the Resolution Institute's standard Mediation Agreement (NZ version); and
 - at a fee to be agreed by the Parties or, if they cannot agree, at a fee determined by the Chair for the time being of the Resolution Institute.
- 10.3 If a dispute is not resolved through mediation then the dispute will be referred for arbitration under the Arbitration Act 1996.

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- 10.4 Each Party will pay its own costs of mediation or alternative dispute resolution under this clause.

Obligations during the dispute

- 10.5 If there is a dispute, each Party will continue to perform its obligations under this Agreement as far as practical given the nature of the dispute.
- 10.6 Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in this clause, unless court action is necessary to preserve a Party's rights.

11. Ending this Agreement

Agreed ending

- 11.1 This Agreement ends on the End Date unless ended earlier.
- 11.2 This Agreement may be ended at any time by mutual agreement.

Breach and Remedy Plan

- 11.3 If Te Puni Kōkiri considers you are in breach of this Agreement, Te Puni Kōkiri will give you written notice of its concerns and will either advise you that:
- a. you have 14 days (or any alternative period agreed) from receipt of the notice to remedy the situation; or
 - b. Te Puni Kōkiri requires you to enter into a Remedy Plan, which is to be put in place within 14 days from receipt of the notice.
- 11.4 For the purposes of this clause, "Remedy Plan" means a written plan entered into by Te Puni Kōkiri and you to address any breach of this Agreement. Such Remedy Plan will identify:
- a. the breach;
 - b. how and why the breach arose; and
 - c. what action you must take to address or resolve the breach to the satisfaction of Te Puni Kōkiri, and a timetable for such action to be completed.
- 11.5 If Te Puni Kōkiri and you agree a Remedy Plan:
- a. you will perform the tasks specified under the Remedy Plan;
 - b. Te Puni Kōkiri will not be able to exercise its right to end this Agreement while the breach is subject to the Remedy Plan; and
 - c. any breach of the Remedy Plan will give Te Puni Kōkiri the right to end this Agreement in accordance with this clause without having to enter a new Remedy Plan.
- 11.6 If you fail to remedy a situation and Te Puni Kōkiri has notified you of under this clause, or you have not fulfilled the obligations by the timeframes agreed and recorded in any Remedy Plan, Te Puni Kōkiri will be entitled to end this Agreement immediately without prejudice to its rights, remedies and obligations under this Agreement.

Effect of ending the Agreement

- 11.7 Te Puni Kōkiri has the right to end this Agreement without notice and without compensation where you, your staff or other personnel you have used to undertake the Funding Purpose:
- a. become bankrupt or insolvent; or
 - b. are convicted of any offence involving dishonesty or any criminal offence; or

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- c. do anything that may bring Te Puni Kōkiri into disrepute.
- 11.8 If this Agreement is ended before its End Date, you will refund to Te Puni Kōkiri any Funds that you have received for the Funding Purpose, which is uncompleted. Te Puni Kōkiri will have sole discretion to assess the value of any uncompleted aspects of the Funding Purpose.
- 11.9 Te Puni Kōkiri may end or vary this Agreement where there is a change of government policy that limits the availability of this funding for the remaining term of this Agreement. If this situation does arise, Te Puni Kōkiri will give you as much notice of the proposed change as soon as possible, to the extent that Te Puni Kōkiri is able to do so.
- 11.10 The end of this Agreement does not affect those rights of each Party which:
 - a. accrued prior to the end of the Agreement, or
 - b. relate to any breach or failure to perform an obligation under this Agreement that arose prior to the end of the Agreement.
- 11.11 The clauses that by their nature should remain in force at the end of this Agreement do so, including clauses 1 (Obligations), 4 (Evaluation), 5 (Audit), 7 (Release of Information), 8 (Public Statements), 9 (Intellectual Property Rights), 10 (Resolving Disputes), 11 (Ending this Agreement), and 14 (Miscellaneous).

12. Extraordinary Events

- 12.1 Neither Party will be liable to the other for any failure to perform its obligations under this Agreement where the failure is due to an Extraordinary Event.
- 12.2 A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:
 - a. the nature of the circumstances giving rise to the Extraordinary Event;
 - b. the extent of that Party's inability to perform under this Agreement;
 - c. the likely duration of that non-performance; and
 - d. what steps are being taken to minimise the impact of the Extraordinary Event on the delivery of the Funding Purpose.
- 12.3 If a Party is unable to perform any obligations under this Agreement for 20 working days or more due to an Extraordinary Event, the other Party may end this Agreement immediately by giving Notice.
- 12.4 For the purposes of this Agreement, Extraordinary Event means an event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples of Extraordinary Events include:
 - a. lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
 - b. acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;
 - c. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war; or
 - d. contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

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13. Key Contacts

Key Contacts

- 13.1 The persons named as the Key Contacts are responsible for managing the Agreement, including:
- a. managing the relationship between the Parties;
 - b. overseeing the effective implementation of this Agreement;
 - c. acting as a first point of contact for any issues that arise; and
 - d. being the person on whom formal notices are served.
- 13.2 If a Party changes its Key Contact, a senior manager must tell the other Party, in writing, the name and contact details of the replacement within five working days of the change.

Delivery of Notices

- 13.3 All Notices to a Party must be delivered by hand or sent by post, courier or email to the Key Contact at the address stated in this Agreement (or as amended by clause 13.2).
- 13.4 Notices must be signed or, in the case of email, sent by the Key Contact or a senior manager with appropriate authority to do so.
- 13.5 A Notice will be considered to be received:
- a. if delivered by hand, on the date it is delivered;
 - b. if sent by post within New Zealand, on the third working day after the date it was sent;
 - c. if sent by courier, on the date it is delivered; or
 - d. if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.
- 13.6 A Notice received after 5pm on a working day or on a day that is not a working day will be considered to be received on the next working day.

14. Miscellaneous

Relationship

- 14.1 Nothing in this Agreement creates a legal relationship between you and Te Puni Kōkiri of partnership, joint venture, agency or employment.

Changes to this Agreement

- 14.2 Any change to this Agreement is called a Variation. A Variation must be agreed by both Parties and recorded in writing and signed by both Parties.
- 14.3 Notwithstanding clause 14.2, a Variation can be agreed through an exchange of emails where the authors have the authority to approve such a Variation. Te Puni Kōkiri will have the sole discretion to determine whether a Variation can be agreed to through an exchange of emails.

Entire Agreement

- 14.4 This Agreement, including any Variations, constitutes the entire Agreement and overrides all prior oral and written understandings, arrangements and statements that have been made.

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Severable clauses

- 14.5 If any clause or any part of any clause of this Agreement is declared invalid, unenforceable or illegal, it will no longer apply to this Agreement. All other clauses or parts of clauses contained in this Agreement will remain in full force and effect.

New Zealand applies

- 14.6 The laws of New Zealand apply to this Agreement and any dispute that arises will be resolved under the laws of New Zealand. All money is in New Zealand dollars. Dates and times are New Zealand time.

Signing the Agreement

- 14.7 This Agreement is not binding on either Party until both Parties have signed it.
- 14.8 This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by email by any of the Parties to any other Party. The receiving Party may rely on the receipt of such document so executed and delivered by email as if the original has been received.

Waiver

- 14.9 If a Party breaches this Agreement and the other Party does not immediately enforce its rights resulting from the breach that:
- a. does not mean that the Party in breach is released or excused from its obligation to perform the obligation at the time or in the future; and
 - b. does not prevent the other Party from exercising its rights resulting from the breach at a later time.

Te Puni Kōkiri

- 14.10 References to Te Puni Kōkiri includes the Ministry of Māori Development, the Secretary for Māori Development and any staff, contractors or agents of Te Puni Kōkiri.

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SCHEDULE A

1. Payment will only be made to you on receipt of a tax invoice and on completion/submission of the deliverables and reports to the satisfaction of Te Puni Kōkiri, as set out in the table below and in Clause 1.1 of the Terms and Conditions in this Agreement. Where the total sum is paid on execution of this Agreement, payment will only be made to you on receipt of a tax invoice.
2. All payments are GST exclusive and shall be made based on information below.

Deliverables	Description	Due Date	Amount GST exclusive
On Execution	Provide an invoice and certified bank deposit slip.	14 June 2024	9(2)(b)(ii) and 9(2)(ba)(i)
Progress Report 1	Provide a completed progress report confirming project plan and detailing confirmed Māori land trusts, incorporations, or affected whenua. Contractors have commenced clearing Māori land blocks.	21 June 2024	
Progress Report 2	Monthly progress report on the completed sediment and debris clean-up.	26 July 2024	
Progress Report 3	Monthly progress report on the completed sediment and debris clean-up.	28 Aug 2024	
Progress Report 4	Monthly progress report on the completed sediment and debris clean-up.	27 Sept 2024	
Final Report	Provide a completed final report and a comprehensive financial report, including all contractor receipts.	29 Nov 2024	
		TOTAL	\$4,000,000 excluding GST

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REPORT TEMPLATE

Details about your funding - for Te Puni Kōkiri use only		
Ref number	TA-SDWD-36	
Name of organisation	Toitū Tairāwhiti Housing Limited	
Amount funded	\$4,000,000 (GST exclusive)	
Funding Purpose	Toitū Tairāwhiti Housing Limited, acting on behalf of all Tairāwhiti iwi, are seeking support to engage contractors to clear sediment and debris from a minimum of 40 Māori land blocks that previously missed out on the support or require additional support.	
Deliverable	Description	Due Date
Progress Report	The report template is completed and provides Te Puni Kōkiri with information regarding the progress of the project. The report also outlines that the Funding Purpose is on track to be achieved.	Progress Report 1 – 21 June 2024 Progress Report 2 – 26 July 2024 Progress Report 3 – 28 August 2024 Progress Report 4 – 27 September 2024
Final Report	The report template is completed and provides Te Puni Kōkiri with information regarding the outcome of the project. The report also outlines the Funding Purpose is achieved. Additionally, a full financial report recording the expenditure of the putea received.	29 November 2024

Please return the completed report to us by the above report due date	
Date completed	
How was the funding used? Did the work progress as expected?	
How has the funding improved access or activities on the whenua, including health, safety, cultural or environmental impacts.	
What are the ongoing challenges and/or opportunities for your whānau and community?	
What further work is needed on your whenua that was not covered through this fund?	

9(2)(a)

Initial



REPORT TEMPLATE

I declare that the funds were spent for the intended purpose, any unspent funds have been refunded, and receipts are available for inspection by Te Puni Kōkiri on request

To be signed by authorised signatory

Full name		Contact number	
Signature		Date	

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

9(2)(a)

Initial

9(2)(a)





19 June 2024

Ref: TA-SDWD-36

9(2)(a)

Toitū Tairāwhiti Housing Limited

9(2)(a)

Tēnā koe

**SEDIMENT AND DEBRIS MANAGEMENT FUND INVESTMENT AGREEMENT
VARIATION: Toitū Tairāwhiti Housing Limited**

1. I refer to our Sediment and Debris Management Fund Investment Agreement which started on 7 June 2024 ("the Funding Agreement") to support Toitū Tairāwhiti Housing Limited, to engage contractors to clear sediment and debris from Māori land blocks that previously missed out on the support or require additional support.
2. In accordance with clause 14.2 of the Terms and Conditions of the Agreement, any changes to the Agreement must be in writing and signed by both parties.
3. Notwithstanding clause 14.2, a variation can be agreed through an exchange of emails where the authors have the authority to approve such a variation. Te Puni Kōkiri will have the sole discretion to determine whether a variation can be agreed to through an exchange of emails.
4. We have agreed to the changes outlined in the attached Schedule of Variations. This will become effective from the Effective Date stated in the Schedule of Variations.
5. All other Terms and Conditions contained in the Agreement still apply and will remain unaltered.
6. Please read the variation. You can confirm your acceptance of the variation by either:
 - a) Printing the document, signing page 2 and initialling each page. You should scan or take a photo of the signed document and email it back to me.
 - b) Adding your electronic signature and initials to each page of this PDF and returning it to me.

If you cannot do (a) or (b), you can reply to my email with the unsigned Funding Agreement variation attached, and state "I have read and understand the attached funding agreement variation for TA-SDWD-36 including the Terms & Conditions, and I accept and intend to be legally bound by the variation".

Ngā mihi

Dave Samuels

Te Tumu Whakarae mō Te Puni Kōkiri | Secretary for Māori Development

9(2)(a)

Ini

**SEDIMENT AND DEBRIS MANAGEMENT FUND INVESTMENT AGREEMENT
VARIATION****Funding Agreement Variation 1**

Parties: Te Puni Kōkiri and Toitū Tairāwhiti Housing Limited

Funding Agreement reference number: TA-SDWD-36

Funding Agreement dated: 7 June 2024

Variation

1. Under clause 14.2 of the terms and conditions of the original Funding Agreement, both parties agree to vary the Funding Agreement. The scope of the variation is set out in the attached Schedule of Changes.
2. The variation is effective from the Effective Date stated in the Schedule of Variations.
3. Subject to the changes made by this variation, the terms and conditions of the Funding Agreement remain in effect.
4. Funding Agreement Variation 1
 - 4.1. The Funding Agreement will be varied to increase the maximum funded amount from \$4,000,000.00+GST to \$5,449,315.00 +GST.

Acceptance

On behalf of Toitū Tairāwhiti Housing Limited, I accept this Variation.

9(2)(a)

Signature

Name: 9(2)(a)

Position: Strategic Advisor

Date: 21/06/2024

9(2)(a)

Signature

Name: 9(2)(a)

Position: Managing Director

Date: 21/06/2024

9(2)(a)

In



SCHEDULE OF VARIATIONS

Effective Date: 21 June 2024

Variations

1. Change to Funds

- 1.1. Paragraph 2 of the Funding Agreement is amended to increase the maximum Funds from \$4,000,000.00 to \$5,449,315.00. Therefore paragraph 2 of the Funding Agreement is deleted and replaced with the following new paragraph 4:

“During the term of this Agreement Te Puni Kōkiri will pay you the sum of Five million four hundred forty-nine thousand three hundred fifteen dollars (\$5,449,315.00) exclusive of GST (“the Funds”).”

2. Change to Project Deliverable, Funds and Payments

- 2.1. Schedule A of the Funding Agreement is amended to change the deliverable due dates. Therefore paragraph 1.1 of Schedule A of the Funding Agreement is deleted and replaced with the following new paragraph 1.1:

The following table sets out the Project's:

- a) Deliverables
- b) due dates for delivery, and
- c) payment amount.

Deliverables	Description	Due Date	Amount (GST Exclusive)
On Execution	Provide an invoice and certified bank deposit slip.	14 June 2024	9(2)(b)(ii) and 9(2)(ba)(i)
Progress Report 1	Provide a completed progress report confirming project plan and detailing confirmed Māori land trusts, incorporations, or affected whenua. Contractors have commenced clearing Māori land blocks.	21 June 2024	
Progress Report 2	Monthly progress report on the completed sediment and debris clean-up.	26 July 2024	
Progress Report 3	Monthly progress report on the completed sediment and debris clean-up.	28 Aug 2024	
Progress Report 4	Monthly progress report on the completed sediment and debris clean-up.	27 Sept 2024	
Final Report	Provide a completed final report and a comprehensive financial report, including all contractor receipts.	29 Nov 2024	
Total (GST Exclusive)			\$5,449,315.00

9(2)(a)



Contract MHN/GI.34924.50369 SKO Deliverable Report

Deliverable and description
Deliverable 4 Second 2 Cohorts - Post workshop navigator support has started. Invoice and PR in CS Commentary: Cohort 3 – Online programme – May 1st – 1st June 2023. Cohort 4 – Weekend Wānanga 20th – 21st May – Whangara School Post support hui for all participants have commenced. Cohort 3 post workshop completed. Cohort 4 support is near completion.
Deliverable 5 Final 2 of 6 SKO programmes - Graduation date provided, names of participants provided. Email saved in CS. Cohort 5 - 10th - 11th June 2023, Parihimanihi Marae, Waihirere Cohort 6 – 12th – 13th August 2023, Ngāti Porou Wānanga – Kariaka Marae Graduation date: Monday 12th October 2023 – Venue (TBC) Comments: Attached to email is the applicant's information.
Deliverable 6 Final 2 Cohorts - Post workshop navigator support has started. Invoice and PR in CS Commentary: Cohort 5 - 10th - 11th June 2023, Parihimanihi Marae, Waihirere Cohort 6 – 12th – 13th August 2023, Ngāti Porou Wānanga – Kariaka Marae Post support hui for all participants have commenced.



Contract MHN/GI.34924.50369 SKO Deliverable Report

Deliverable and description
Deliverable 1 First 2 of 6 SKO programmes - Graduation date provided; names of participants provided. Email saved in CS. Commentary: First Cohort – Weekend Wanānga 14 – 15 January 2023 Te Karaka Area School. Second Cohort – Weekend Wanānga 1st – 2nd April 2023 Trust Tairāwhiti. Graduation date: Wednesday 12th April 2023 – Poho-O-Rawiri Marae Comments: Attached to email is the applicant's information.
Deliverable 2 First 2 cohorts - Post workshop navigator support has started. Invoice and PR in CS Comments: Post support hui for all participants have commenced. Both Cohort post support are near completion 90%.
Deliverable 3 Second 2 of 6 SKO programmes - Graduation date - provided, names of participants provided. Third Cohort – Online programme – May 1st – 1st June 2023. Fourth Cohort – Weekend Wanānga 20 – 21 May – Whangara School Graduation date: Monday 12th June 2023 – Venue (TBC) Comments: Attached to email is the applicant's information.

Contract TPK - MHN/GI.34924.50369

Deliverable 5

Second 2 of 6 SKO programmes - Graduation date provided, names of participants provided. Email saved in CS.

Cohort 5 - 10th - 11th June 2023, Parihimanihi Marae, Waihirere
Graduation date: Monday 12th October 2023 (Venue TBC)

Applicant information

No:	Name	Phone number	Email	Completed the course	Attended Graduation
1	9(2)(a)			No attendance	12-Oct-23
2				Yes	12-Oct-23
3				Yes	12-Oct-23
4				Yes	12-Oct-23
5				Yes	12-Oct-23
6				Yes	12-Oct-23
7				No attendance	12-Oct-23
8				Yes	12-Oct-23
9				No attendance	12-Oct-23
10				Yes	12-Oct-23
11				Yes	12-Oct-23
12				Yes	12-Oct-23
13				Yes	12-Oct-23
14				Yes	12-Oct-23
15				No attendance	12-Oct-23
16				Yes	12-Oct-23
17				Yes	12-Oct-23
18				Yes	12-Oct-23
19				Yes	12-Oct-23
20				Yes	12-Oct-23
21				Yes	12-Oct-23
22				Yes	12-Oct-23

Cohort 6 – 12th – 13th August 2023, Ngāti Porou Wānanga – Kariaka Marae
Graduation date: Saturday 12th October 2023 (Venue TBC)

Applicant information

No:	Name	Phone number	Email	Completed the course	Attended Graduation
1	9(2)(a)			Yes	12-Oct-23
2				Yes	12-Oct-23
3				Yes	12-Oct-23
4				Yes	12-Oct-23
5				Yes	12-Oct-23
6				Yes	12-Oct-23
7				Yes	12-Oct-23
8				Yes	12-Oct-23
9				No	12-Oct-23
10				Yes	12-Oct-23
11				Yes	12-Oct-23
12				Yes	12-Oct-23
13				No	12-Oct-23
14				Yes	12-Oct-23
15				Yes	12-Oct-23
16				Yes	12-Oct-23
17				Yes	12-Oct-23
18				Yes	12-Oct-23
19				Yes	12-Oct-23

Final report on the Sorted Kāinga Ora programme as a whole

To be filled out by you at the end of the contracted programmes, to give feedback on the experiences of running the [insert the number] programmes and related navigation periods. This information will be used to inform the evaluation.

Rōpu Name	Toitu Tairāwhiti Housing Limited
Project Reference	MHN/GI.34924.50369
Funding agreement period	31 October 2023 – 31 August 2023
Number of whānau who started	139 whānau registered
Number of whānau who completed	114 whānau completed

Q1. What have been the Highlights, innovations, lessons learned and opportunities and next steps?

Highlights	The Sorted Kāinga Ora programmes were delivered to whānau who were pre-approved for homeownership under Toitu Tairāwhiti Housing Limited (TTHL) Housing Kaupapa. We (TTHL) successfully delivered 6 programmes across the Tairāwhiti rohe. Our goal was to reach whānau who were in isolated areas. Workshops were delivered both locally and in isolated areas where these services are not offered in Te Tairāwhiti. The age demographic ranged from late 20s and above. We delivered the programmes in the following areas • Cohort 1 - Te Karaka Area • Cohort 2 – Tairāwhiti Central • Cohort 3 – Online (targeting whānau part of the TTHL housing kaupapa but unable to attend face to face delivery) • Cohort 4 – Whangara • Cohort 5 – Waihirere • Cohort 6 – Ruatōrea Majority of the whānau who completed the SKO programme are of Māori descent and connected to the local Tairāwhiti Iwi specifically, Te Aitanga a Mahaki, Ngai Tamanuhiri, Rongowhakaata and Ngati Porou. Evaluation survey and post navigation support hui outlined valuable information about whānau money habits, their financial
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goals and making informed decisions about their future both home ownership and retirement.

9(2)(a)



Cohort 2 – Tairāwhiti Central

Surveys showed whānau did not have the best relationship with money and lived paycheck to paycheck. *(Post workshop and navigation support hui – whānau were able to develop money strategies to better manage their finances and build a positive relationship with their pūtea).*

Survey showed whānau would try and set financial goals to meet their aspirations but struggled to follow through with the goal. *(Post workshop and navigation support – whānau stated implementing the tools shared at the workshops to reset and achieve their financial goals).*

9(2)(a)



Cohort 4 – Whangara

Managing their finances - Majority of whānau expressed either one partner managed the finances for their whānau or couples managed their finances separately. Whānau expressed this did at times create barriers when preparing for their future and creating financial goals. *(Survey and post navigation support hui showed whānau became more comfortable about communicating their money plans, budgets and goals as a whānau. In addition, whānau opened joint accounts to better manage their finances).*

9(2)(a)



Cohort 1 – Te Karaka Area School

Whānau became comfortable about expressing their money concerns about their debt and finances and asked for local services to provide support. Whānau had small debt i.e., vehicle finances, small personal loans or hire purchase loans. They did express their concern at the beginning about large debt i.e., mortgage and ensuring they had proper tools in place to manage that level of debt. *(Post navigation support hui demonstrated whānau were able to review their money system, money management and implement goals to minimise their concern. Tools included preparing and regularly reviewing their budget, talking with their partner about their finances).*

9(2)(a)

Cohort 5 – Parihimanihi Marae - Waihirere

Majority of our whānau were spenders rather than savers and would give money to others when they could not afford to. As a result their financial resilience was lower resulting having fewer savings, insurance and investment in place when they faced with hard times. Further, whānau did not have alot of tools in place to prepare and protect their future. This included, emergency savings, insurance and wills. *(Post navigation support hui showed whānau implemented multiple tools learnt from the programme to better prepare for their future. Tools included opening and allocating funds into accounts such as emergency savings, tangihanga and vehicle maintenance to name a few. They also explored different insurance available and preparing a will and EPOA).*

9(2)(a)

Cohort 1 – Guess Speakers Tairawhiti Community Law Centre

Majority of whānau were not aware of the multiple avenues to home ownership. Whānau did express they would share this information with their mokopuna and tamariki if they were not apart of TTHL housing kaupapa.

9(2)(a)



Cohort 5 – Parihimanihi Marae - Waihirere

Majority of whānau did not understand the importance of their Kiwisaver and did not see it as an investment. *(Post programme and navigation hui whānau were able to identify who their kiwisaver provider was, their balance, their kiwisaver type and their eligibility for a First Home Kāinga Ora Grant. Some whānau even discussed with their Kiwisaver Provider how to better utilise their Kiwisaver Investment to achieve their goal – homeownership or retirement.)*

Majority of whānau shared their learnings with their immediate whānau, wished they had access to this tohu earlier in their life and recommended their whānau to apply for the next programme.

9(2)(a)

Cohort 6 – Kariaka Marae – Ruatōrea

The workshops would not have been as successful without the whānau sharing their personal experiences, financial lessons and tools they implemented to better manage their finances. Whānau felt comfortable about sharing their finance experiences, their financial goals, money management ways and home aspirations not only for them but the future generation to come.

At the end of the programmes, whānau expressed they felt motivated to implement change to their financial management ways.

9(2)(a)

Cohort 6 – Kariaka Marae – Ruatōrea

Innovations	As outlined above, whānau who attended the programme were part of TTHL Housing Kaupapa. TTHL completed shared with whānau our intention of delivering the programme. The whānau advised they were not time rich and the option of an eight-week programme would be challenging for them to attend all workshops. Therefore, facilitators trialed a wānanga approach. Five workshops were 2-day based wānanga and one was a six-week online programme. Facilitators pre-planned and communicated with whānau what they were required to bring in advance. The wānanga approach started 9am finishing at 5pm for the two days. This was a lot of information for the whānau to take in, resulting in increased navigation support with whānau. Engagement was built really fast and the whānau did share a lot of valuable tips and tools about their personal experiences. We further required two facilitators to deliver the programmes as our numbers would average 20 whānau. Two facilitators were necessary when delivering the wānanga. One facilitator would present while the other facilitator would float around the room attending to whānau needs. This made the wānanga approach easier to manage and attend to the whānau. The six-week online workshop engagement was very slow to build from the start. Again, we had two facilitators facilitate the programme. One would present and another would communicate with whānau via the question box and in break out rooms. Even though we struggled to build engagement, the whānau had time to complete the mahi kāinga between weekly seasons. As a result, whānau who attended the online programme implemented their money management plan effectively, applying change as we delivered each workbook. In addition, the whānau did not require more navigation support compared to the wānanga approach. However, the pass rate for the online approach was lower compared to the wānanga approach (nine whānau did not complete the online programme). Professional speakers – Whānau expressed their interest to learn more about wills and EPOA. We connected with local speakers/specialist to present at some of the wānanga. Unfortunately, this took up a lot of time, resulting in longer days to complete the remaining of the books.
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Lessons learned	Post navigation support – As outlined the SKO programme were delivered across Tairāwhiti including isolated communities. This provided challenges when making contact with some of our whānau. The challenge was minimised by pre-planning post hui dates for whānau to attend and discuss their plans. This approach was very helpful specifically for the whānau who were in isolated areas i.e., Ruatōria. Two-day wānanga delivery – This approach is an intense way to deliver the programme to whānau. Even though we had increased engagement, whānau required more navigation support (compared to the six-week online delivery) and reviewing certain workbooks to assist with their money plan and goals. Whānau did not embrace seeking external assistance when offered services. In addition, this resulted in increased navigation support. Facilitators tried seeking external services that were connected. Whānau were comfortable with discussing their money matters/goals with services who were connected to the Iwi. Venues - We were able to secure venues across the rohe with Iwi Kaitakawaenga.
	This programme has been well received by all our Māori communities within Te Tairāwhiti. The opportunity for our organisation to deliver this programme to our people "By Māori for Māori" has been very successful, providing a strong platform to continue delivering this programme to the whānau who have committed to the TTHL housing kaupapa in 2024. In addition, TTHL sent 2 more of our Kaitakawaenga to the SKO Facilitators Training held in Tairāwhiti in September 2023. TTHL is committed to continue delivering SKO programmes in Te Tairāwhiti under our korowai Aroha (housing kaupapa). Based on the feedback from whānau and SKO facilitators, this report recommends the following next steps. 1. TTHL becomes a preferred provider to deliver SKO programmes in Te Tairāwhiti. 2. Whānau provided positive feedback about the SKO resources, being very easy to understand and guide them through the steps they needed to use, having lots of examples of tools. 3. Whānau advised that post workshop support was very beneficial and important to them. Post workshops provided the opportunity to talk to SKO facilitators about their money issues/beliefs, challenges but also more importantly the successes they have achieved. The post

	workshop hui with SKO facilitators also made whānau accountable for their actions and plans they created to achieve success outcomes for them. 4. Online Housing Symposium for Māori whānau to attend online. Invite GOVT agencies such as WINZ, Kainga Ora, TPK and Community Law Centres to discuss Wills and Power of Attorney.
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Q2. Have there been any critical factors that have contributed to being able to run the overall programme successfully?

Whānau who attended the programmes were already part of a Housing Kaupapa. Facilitators worked with Iwi Kaitakawaenga to enrol whānau and organise venues in isolated areas.

We required two facilitators to facilitate each programme. This was crucial to the delivery of the programme and providing additional navigation support to whānau.

Both facilitators had good connections to services i.e., budget advisory, community solicitors, investment advisory in Tairāwhiti to assist whānau with their finance journey.

Lastly, conducting the SKO programme in isolated communities was a key critical factor to the success of this programme.

Q3. Have there been any challenges with being able to run the overall programme?

Throughout the duration of the contract, Tairāwhiti faced extreme weather events resulting in re-scheduling SKO programme in the isolated communities in particular communities located around state highway 35. Due to the low investment of repairing state highway 35 and low maintenance not only did these events result in a variation to the contract but also meant facilitators could only travel by 4WD. Where severe weather warnings were issued, additional care was taken.

COVID was and is still very present in our communities resulting in either whānau not attending the programme and graduation pre-set dates being extended. Facilitators still followed COVID protocol throughout the contract.

Both weather events and COVID impacted graduation dates, resulting in the final graduation date being pushed out to early 2024.

Delivery of programme – TTHL facilitators have concluded the two-day wānanga approach is too short and intense for whānau. It has also been noted 6 weeks is too long for whānau to commit. Facilitators are currently looking at new delivery timelines.

It was challenging to provide support services to whānau in isolated communities i.e., Ruatōria. Therefore, participants that live in isolated communities must not be a deterrent to

TTHL delivering in these areas as these isolated communities already have minimal services that travel to these areas. TTHL facilitators will continue to connect and work with local Iwi to ensure the SKO programme and specialist speakers can assist as well as encourage whānau to take action and organise support when they travel to Gisborne.

Q4. Are there any outstanding issues that need to be resolved?

No

Q5. Do you have any comments or feedback on the overall programme?

No

Q6. Are you planning any communications following the completion of the programme?

Only recommendations to TTHL about the delivery of the cohort and any other wrap around services we believe our whānau may need.

In addition, SKO facilitators will provide an overview report to Managing Director and Board of Directors of TTHL. SKO facilitator will post testimonials from whānau on FB page early 2024.

Number of days spent...	Cohort 1	Cohort 2	Cohort 3	Cohort 4	Cohort 5	Cohort 6	TOTAL
Promoting and selecting whānau	14	14	14	14	14	21	91
Delivering Sorted Kāinga Ora workshops, including: • preparation • workshop delivery • whānau support between workshops • admin and reporting	18	18	18	18	18	18	108
Providing navigator support to whānau who completed the programme	50	50	50	50	50	50	300



REPORT TEMPLATE

Details about your funding - for Te Puni Kōkiri use only		
Ref number	TA-SDWD-05	
Name of organisation	Toitū Tairāwhiti Housing Limited	
Amount funded	\$2,000,000.00 (excluding GST)	
Funding Purpose	To provide Toitū Tairāwhiti Housing Limited (TTHL) with the necessary resources to enable them to safely extract 28,903m³ of woody debris deposited on streambanks and river terraces along the Waihora and Waingaromia rivers which feed into the Waipaoa catchment. The funding will be used for: • Establishment (transportation) of plant and machinery • Transportation of plant and machinery between sites • Cost of extraction to a load out pad • Loading and cartage of debris material to a safe storage location in-forest • Removal of debris from fence lines • Processing a portion of the debris material into firewood and delivery of the firewood to key storage areas in Tūranga and Wairoa for distribution to kaumatua and whanau • Return transportation of plant and machinery • Construction of roads, tracks and load out pads • Erosion and sediment control measures • Traffic Management • Resource consent preparation and submission • Project Management and supervision	
Deliverable	Description	Due Date
Progress Report	The report template is completed and provides Te Puni Kōkiri with information regarding the progress of the project. The report also outlines that the Funding Purpose is on track to be achieved.	16 October 2023
Final Report	The report template is completed and provides Te Puni Kōkiri with information regarding the outcome of the project. The report also outlines the Funding Purpose is achieved. Additionally, a full financial report recording the expenditure of the putea received.	15 December 2023
Please return the completed report to us by the above report due date		
Date completed	16/04/2024	
How many tonnes of woody debris was	10,093	



REPORT TEMPLATE

removed and/or processed?			
How was the funding used? Did the work progress as expected?	Recovery and removal of LWD from river and riparian, disposal by burning, chipping and firewood		
How has the funding improved access or activities on the whenua, including health, safety, cultural or environmental impacts.	De risking threat to life and infrastructure, mitigating potential dams and flooding in the event of a storms, allowing the natural flow of the river to return replenishing the biodiversity to its natural state		
What are the ongoing challenges and/or opportunities for your whānau and community?	Continued LWD from the headwaters and siltation		
What further work is needed on your whenua that was not covered through this fund?	The remainder of the LWD removal and disposal and Remediation work		
<i>I declare that the funds were spent for the intended purpose, any unspent funds have been refunded, and receipts are available for inspection by Te Puni Kōkiri on request</i>			
To be signed by authorised signatory			
Full name		Contact number	
Signature		Date	

Waihora River LWD Extraction Operation Report

Date: April 16, 2024

Introduction

This report outlines the operations for the removal of large woody debris (LWD) from the Waihora River. The LWD removal operation was necessary to reduce the risk to life and property along the river and potentially the impact to the Te Karaka township and its residence plus all those properties down from Te Karaka.

This report includes LWD extracted volumes to date, final LWD bi-product volumes (wood chip and firewood) and an update on remaining tasks and locations.

Land Use

The affected area primarily consists of farming land, with a mix of pasture and cropping. Additionally, there are scattered lifestyle blocks along this section of the river as well.

Location

The section of the river we are operating in is approximately 23 kilometres long, starting from where Waihora meets the Waipaoa and extends upriver to the waterfall at the end of Bruce Road.

Wahi Tapu

No Wahi tapu sites had been identified at the start of the operation and no signs of sites have been found or areas of concern have been raised.

Health and safety

LWD removal is a high-risk operation involving mainly heavy machinery and chainsaw use. The wet silt laden pastures and river edges made it difficult and dangerous to access and remove debris, most of this project required our contractors to work adjacent to each other which meant communication and planning was vital for the health and safety to landowners, workers, and the public.

Environmental Considerations

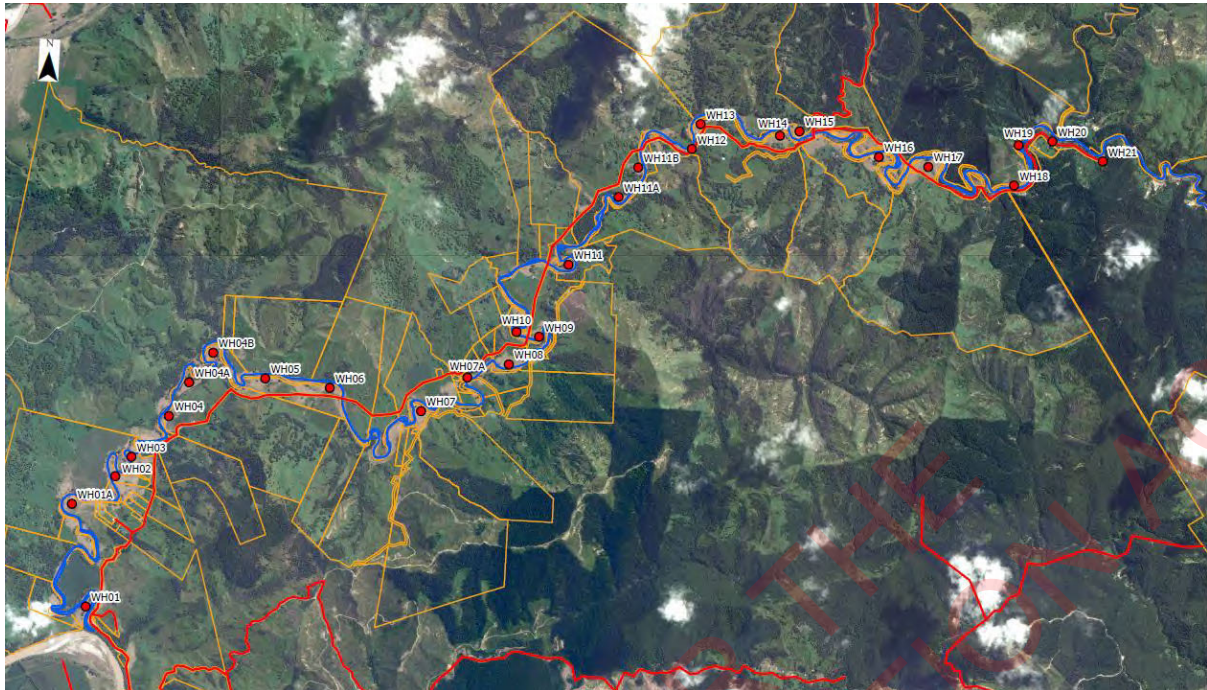
Rata Forest Management Ltd has engaged 9(2)(a) to conduct intensive auditing. This multi-generational perspective ensures that the LWD extraction process considers the well-being of the river and exceeds the minimum RMA compliance standards.

Planning

High-definition image modelling identified 18,301m³ of LWD in the Waihora Catchment, of which 11,576 m³ was deemed **Extreme Risk** in terms of risk of re-mobilization and downstream consequence. An Operational Plan was designed to remove all of the LWD in an operationally efficient way without compromising H&S and standards.

The LWD extraction at Waihora River posed significant logistical challenges due to multiple landowners and varying landowner expectations. Most landowners wanted the material removed off their land, while some were happy to store on site and burn later. Other landowners commenced their own clean-up operations by heaping up the LWD along the river edge, increasing the total volume deemed as Extreme Risk.

Some of the LWD was chipped and either stored at Te Karaka for their housing projects or used as pavement material for the extraction process to reduce cost and rutting of paddocks. A small volume (478m³) was processed for firewood and distributed to whanau of Te Karaka in time for winter.



Map of the Waihora River (locations of LWD concerns)

Removal Plan

Landowner consultation and approval was sought before commencing works on or near their properties and by utilizing readily available logging and construction machinery we were immediately prepared once approval was given.

Detailed extraction planning and maps had been undertaken in the field and office to design an extraction plan to extraction points. Initial extraction plans were approved by property owners and alterations due to unforeseen ground and weather difficulties were with property owner input and approval.

A review of the plan was undertaken at the commencement to focus only on the Extreme Risk LWD to align with funding limitations and expectations. Subsequent funding availability enabled us to review the planning for the balance of the LWD in the river to optimize the investment.

Volumes

The table below summarizes the LWD volume and cost removed to date

Start date	Chip	Firewood	Slash piled to burn	Total volume removed	Budgeted cost	Actual total cost
2/6/2024	3571	478	6044	10,093	P(2)(b)(i), 9(2)(ba)(i)	P(2)(b)(i), 9(2)(ba)(i)

What's left to do in Waihora?

Extraction

1 extreme risk site remaining (Waterfall at the end of Bruce Road)

10 small sites to clean up (various location spanning from the 1 km to the 11 km Kanakanaia Rd.
Clean-up of sites not completed due to funding priorities.

Burning

6044m³ heaped up.

2,164m³ from low-risk sites

Conclusion:

Cyclone Gabrielle had a devastating impact on the Te Karaka community resulting in significant damage to property and loss of life. LWD mobilized from forests in the head of the Waihora and Waingaromia catchments and deposited on properties downstream reducing their economic productivity and presenting a continued risk to the Te Karaka township. Strong leadership from the Te Aitanga a Mahaki Iwi Trust, financial support from the collective Iwi leadership through Toitu Housing Ltd and Te Puni Kokiri enabled a quick response that commenced LWD removal operations within 3-months of Cyclone Gabrielle (12-months sooner than the GDC response).

As the project draws to a conclusion, the affected farms are back into full or near full productive capacity and the Te Karaka community can rest easy going into winter 2024 knowing the LWD risk upstream from their homes has been eliminated.

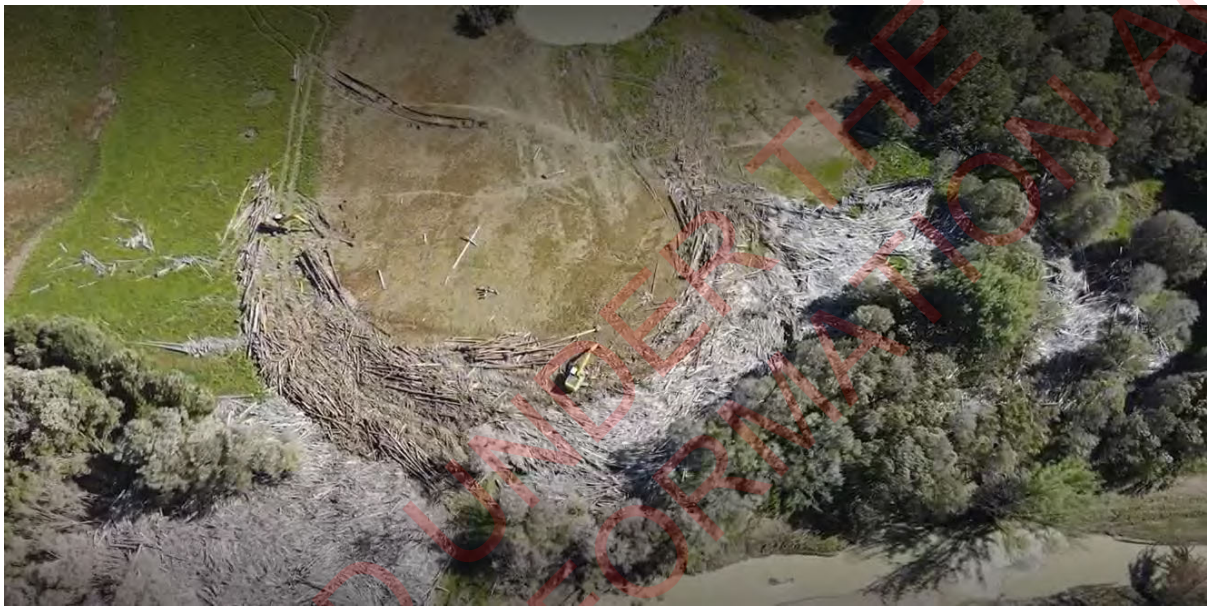


Photo: Waingaromia LWD, major concern (Waitangi station paddock)



Photo: Slash extracted and stacked, ready to be burnt

Tūranga/Tairāwhiti Whenua Māori Funding

Silt and Woody Debris Removal 2024/2025

Programme Update – Jan 2025

Summary

As of January 2025, remediation covers 5 areas across Tūranganui-a-Kiwa. These consist of 43 individual land blocks and 21 consolidated applications. 34 blocks (14 applications) have been approved, 8 blocks will be submitted subject to budget allowance as the project progresses and 1 has been submitted and placed on hold for further discussion (7 applications).

Work on 4 blocks is complete. 2 are in progress. Site completion reports are due in February.

The bulk of remedial operations are scheduled to begin in February.

Project Reach

The majority of the work is allotted in the Te Karaka/Whātātutu and Manutuke/Muriwai areas. Table 1 provides an overview.

Table 1: Project reach across Tūranganui-a-Kiwa

Area	No of Blocks	Budget Spread
9(2)(b)(ii)	11	9(2)(b)(ii), 9(2)(ba)(i)
	3	
	25	
	3	
	1	
Total ex GST	43	\$ 2,171,070.54

Application Progress

Invoice and approval statuses are outlined in Table 2 and Table 3.

Table 2: Invoice status per block

Invoice Status	Invoiced	Not Invoiced	Total
No of Blocks	34	9	43
Total ex GST	\$ 1,847,388.19	\$ 323,682.35	\$ 2,171,070.54
Total incl GST	\$ 2,124,496.41	\$ 372,234.70	\$ 2,496,731.12

Table 3: Approval status per block

Approval Status	Approved	Not Yet Submitted	Submitted - On Hold	Total
No of Blocks	34	8	1	43

Applications are in progress for 8 blocks (6 applications). However, once completed they are being placed on hold. We intend to submit these progressively as we come to understand true financial capacity as remedial operations are completed across approved blocks. This is a cautionary approach factoring in unforeseen contingency.

The application submitted on-hold is 9(2)(b)(ii) that requires further discussion 9(2)(a)

Additionally, there are a further 9 blocks in 9(2)(b)(ii) and roughly 10 between 9(2)(b)(ii) and 9(2)(b)(ii) we would like to investigate if budget capacity becomes available.

Tūranga | Tairāwhiti Whenua Māori Funding

Silt Removal 2024|2025

Programme Update

16 July 2025

Project Overview

Māori owned land blocks in the Tūranganui-a-Kiwa (Tūranga) area suffered significant damage in the aftermath of Cyclone Gabrielle. Productive areas were impacted by excess silt deposits on land and in drainage, slips on accessways, and silt mixed or windblown woody debris. Safe access to manage productive areas was also impeded. As a result, land blocks experienced substantial financial loss to production.

Rātā Forest Management Ltd (Rātā) was contracted by Toitū Tairāwhiti to remediate affected areas in Tūranga.

Work carried out to date has included:

- Treatment of silt
- Slip removal
- Contouring
- Cultivation
- Drain clearance
- Culvert replacement
- Re-instatement of safe access

34 blocks were approved for remediation within this project. 27 have been completed.

Note – treatment of silt mixed, and windblown woody debris was completed where necessary to re-instate access or clear silted areas. Volumes present across the program were minimal.

Contractors

Most contractors are Tūranga or Tairāwhiti based and were employed to support local business, regional self-determination and economic resilience in the challenging post-Gabrielle recovery and climate.

A list of all contractors is provided in Table 1.

We would like to acknowledge their contribution and commitment to the recovery efforts. We also acknowledge the collaboration between Rātā and 9(2)(b)(ii), 9(2)(ba)(i) who is conducting the remediation program in the northern parts of Te Tairāwhiti.

Table 1: List of Contractors

Contractor	Purpose
9(2)(b)(ii)	Mulching, contour, cultivation, treatment of silt and silt mixed woody debris, drain clearance
	Drain clearance, culvert replacement
	Drain clearance, culvert replacement, accessway re-establishment
	Treatment of windblown woody debris (Waihirere Domain)
	Mulching, contour, cultivation, silt and drain clearance
	Operations supervision
	Drain clearance, culvert replacement, accessway re-establishment
	Drain clearance, culvert replacement, accessway re-establishment
	Drain clearance, accessway re-establishment
	Project management, financial monitoring
	Fertiliser spread
	Logistics
	Operations management
	Drain clearance, culvert replacement, accessway re-establishment

Progress Update

Table 2 outlines the work status across 34 approved land blocks. The bulk of the operations began in February as planned and was completed by the end of May.

Table 2: Status of remedial work

Work Status	Completed	In Progress	Total
No of blocks	27	7	34
No of applications	10	4	14

Of the 7 blocks In Progress:

- 3 are awaiting fertiliser
- 2 are pending signoff only
- 2 are actively in progress

List of completed blocks

Appendix 1 lists completed land blocks and their corresponding funding applications.

Site completion reports for each application will be provided with this update. Reports contain landowner or authorised personnel signoff. Appendix 2 provides feedback Rātā has received.

Project Costs

Table 3 summarises project costs up to the 30th of June.

Table 3: Summary of project costs to the end of June

Account Transactions - TTWM Silt Removal			
Rata Forest Management Ltd			
For the period 1 August 2024 to 30 June 2025			
Budget	Budget	Invoiced	Variance
Toitū Invoicing @ 100%	9(2)(b)(ii), 9(2)(ba)(i)	9(2)(b)(ii), 9(2)(ba)(i)	9(2)(b)(ii), 9(2)(ba)(i)
Expenditure Overview	Running Balance	Planned	Variance
9(2)(ba)(i) and 9(2)(b)(ii)			
TOTAL	9(2)(b)(ii), 9(2)(ba)(i)		

The *Budget* represents the sum allotted to the remediation in the Tūranga area while the *Invoiced* amount is the 34 approved blocks invoiced to Toitū at 100%.

The *Running Balance* in the *Expenditure Overview* are the outgoing payments and committed funds for contractors and supplier payments, and project management and planning fees for the 34 blocks.

The *Variance* represents the actual surplus/deficit on *Planned* budget as at the 30th of June.

Additional Work

While the completion of all 34 approved blocks is imminent, the funding intends to assist a further 8 blocks that were put on hold whilst reviewing financial capacity to continue with the program.

If funding remains after the completion of these additional blocks, there is potential to reapproach landowners of a further 4 who initially declined remediation due to timing.

Appendices

Appendix 1: List of completed land blocks and corresponding applications

Completion reports for each application will be provided.

Application		Land block
1	9(2)(b)(ii)	1
		2
2		3
		4
		5
		6
		7
3		8
		9
		10
		11
		12
		13
		14
		15
		16
		17
4		18
		19
5		20
6		21
7		22
8		23
9		24
10		25
		26
		27

Appendices

Appendix 2: Feedback from landowners or authorised personnel

9(2)(a)

From 9(2)(a)
Date Tue 27/05/2025 6:27 AM
To 9(2)(a)
Cc 9(2)(a)

1 attachment (391 KB)

RFM TTWM Silt Removal_Silt Block Report 9(2)(a) (print out)_1.pdf

Kia ora 9(2)(a) koutou katoa

Thank you for overseeing this work. It has truly made a significant difference in the recovery of our land, and I greatly appreciate your efforts.

Please find the signed report attached.

Ngā mihi,

9(2)(a)

9(2)(a)

From 9(2)(a)
Date Thu 12/06/2025 9:47 PM
To 9(2)(a)
Cc 9(2)(a)

Thank you for the report and all the mahi on this project, very much appreciated!

Regards

9(2)(a)

From 9(2)(a)
Date Mon 16/06/2025 9:17 AM
To 9(2)(a)

Kia ora 9(2)(a)

Thank you so much for the work you have helped us to achieve ! The place is looking great !

Cheers

9(2)(a)

18/07/2025

9(2)(a)

From 9(2)(a)

Date Wed 21/05/2025 3:14 PM

To

Cc

9(2)(a)

1 attachment (792 KB)

RFM TTWM Silt Removal_Silt Block Report, 9(2)(a) [SIGNED].pdf;

And with that a very grateful thanks from 9(2)(a) Please see attached 9(2)(a) and team we appreciate the support and mahi.

Ngā mihi nui,

9(2)(a)

CONFIDENTIAL: This email contains information that is confidential and may be privileged. If you are not the intended recipient you must not read, use, copy or distribute this email or attachments. If you have received this in error, please notify us immediately by return email, facsimile or telephone and delete this email.

9(2)(a)

From 9(2)(a)

Date Thu 12/06/2025 10:38 PM

To

Cc

9(2)(a)

Ka pai 9(2)(a)

Nice to meet you too.

Thank you, 9(2)(a) and the team at Rata for all the help, we certainly appreciate it.

Ngā mihi

9(2)(a)

9(2)(b)(ii), 9(2)(ba)(i)

Toitu Sediment Recovery Project

Completion Report 21 July 2025

Introduction.

The adverse weather events in 2023 including Cyclone Gabrielle, caused devastation across much of Te Tairāwhiti.

The direct loss of land, erosion on hill country and deposits of woody debris and silt across high-value flats left landowners facing a significant cost to return their land to a productive and more resilient state.

Whenua Māori could not access the financial assistance available to most landowners which was channelled through the commercial banks under concessionary terms. A solution was provided by Te Puni Kōkiri who commissioned Toitu Tairāwhiti to remediate silt impacted Whenua Māori lands in this region.

This company was commissioned to deliver this work on Whenua Māori in Northern Ngāti Porou.

Close Off Inspection.

The Regional Manager of Te Puni Kōkiri, 9(2)(a) along with Gisborne based staff, 9(2)(a) and 9(2)(a) accompanied by me inspected the blocks where works had been completed on 7 July 2025.

During the inspection we discussed the nature of the works conducted, future risks and on-going support for the landowners to ensure the long-term benefits of the work accrued to the landowners. We have also agreed to provide support to the owners up to the second grazing.

Project Overview

This work was delivered across 41 blocks. Sediment damage was concentrated along some of the major waterways including the Hikuwai, Mata, Waiapu and Poroporo Rivers.

The total area treated was 560 ha. Just over 500 ha was treated using traditional land clearing, contouring and cultivation techniques. About 60 ha was treated using “spray and pray” methods.

This latter method involved removing remaining woody debris from the land, using selective chemicals for weed control, followed a few days later by the aerial application of seed and fertiliser. Typically, this land was considered unsuitable for conventional treatment because of problematic access, remaining topsoil was too shallow, or the land had been classified as “at risk of further flooding” due to rising riverbeds.

The typical work program was:

1. the removal and burning of residual woody debris,
2. clearing drains of silt and re-establishing access,
3. contouring the land and where needed establishing berms for resilience,
4. weed control with residual material mulched or mown,
5. ground works including discing or power harrows,
6. application of starter fertiliser and drilling permanent pastures,
7. pre and post germination weed control plus suitable N based fertiliser,

Health Safety and Wellbeing

No landowners provided HSW documentation to establish PCBU.

We provided documentation setting out PCBU status for the parties on their behalf.

There were no injuries during the delivery of this work.

We had three instances of “bad behaviour” towards contractors:

1. “Landowners” reacted badly when they saw a machine operating in their paddock. This was defused once we realised the issue was the lack of communication between the governors and the “shareholders.”
2. A neighbour was concerned a helicopter operation would spook his horse from their unfenced block into the river. No horses were seen, and the complaint came after the work was completed.
3. A farm manager behaved poorly towards a machine operator after a buried water line and electric fence lead out was accidentally severed.

Contractors

Procurement was based on a “buy local first” approach to support local businesses. After that we use contractors based on Gisborne willing to operate at the scale and to the program we provided.

We also arranged encouraged local contractors to select operators who had a whakapapa connection to the blocks.

Contractors used included:

- 9(2)(b)(ii)
-
-
-
-
-
-
-
-
-
-
-
-
-
-

Cost to complete Sediment Removal.

The total costs to deliver this work is just over \$2 mill with the management fees being adjusted to allow for the small cost overrun.

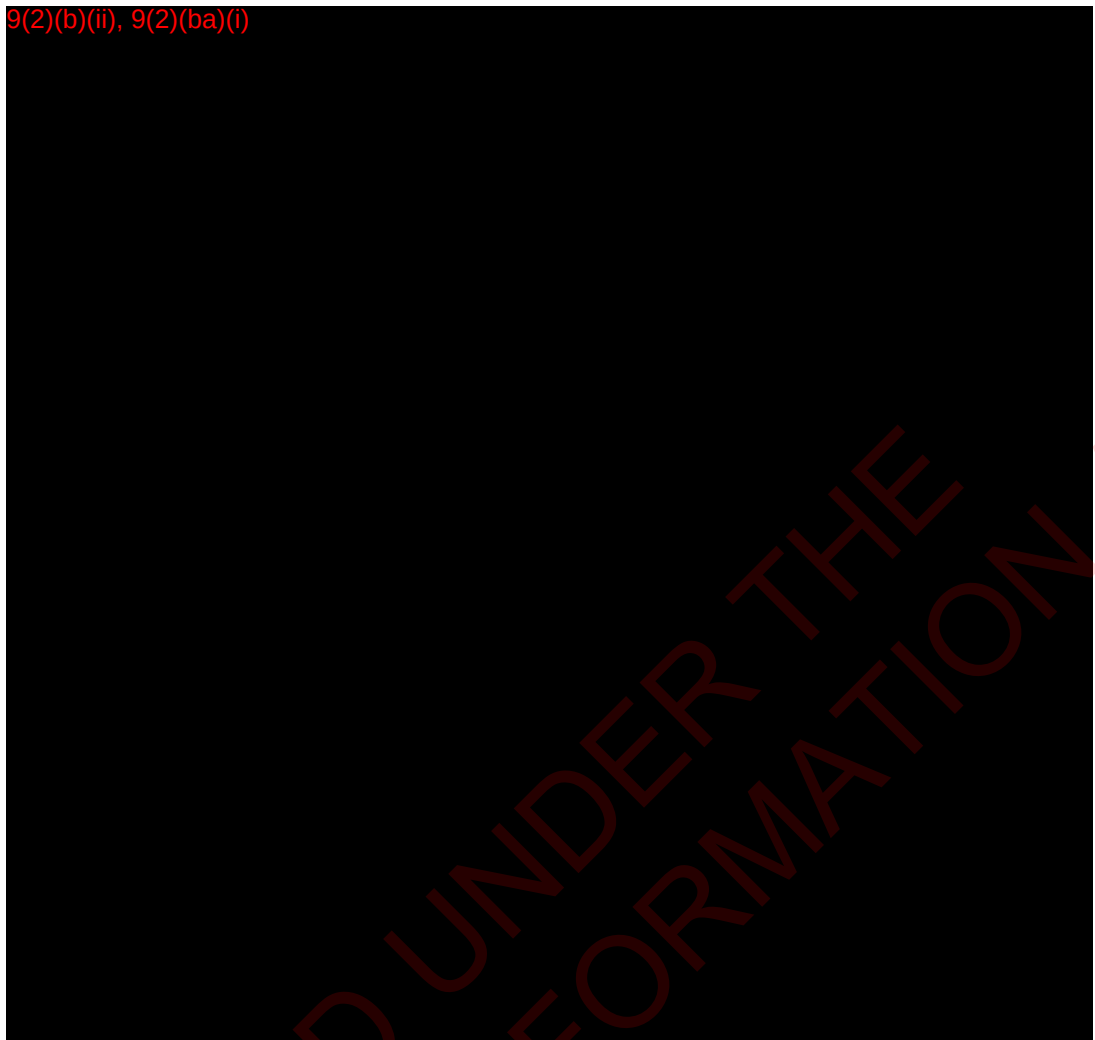
Appreciation.

Attached are some of the letters of appreciation from landowners. These letters reflect the overwhelming response from the owners of these land block.

I would also thanks Te Puni Kokiri and Toitu Tairawhiti for allowing us to participate in the delivery of this work in our region.

For our Maori farms, the past 2 years have been especially tough. Poor stock prices and the need to reinstate flood damaged lands have left considering their on-going viability. The production uplift from this work along with the increase in stock process give them a much better chance of on-going operations.

9(2)(b)(ii), 9(2)(ba)(i)



Prepared by:

9(2)(a)



Appendices

1. 9(2)(a)
2. [REDACTED]

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Case Study | Toitū Tairāwhiti Housing

1. Whai Kāinga Whai Oranga

Whai Kāinga Whai Oranga is a four-year, \$730 million commitment to speed up the delivery of Māori-led housing. Whai Kāinga Whai Oranga is jointly administered by Te Tūāpapa Kura Kāinga Ministry of Housing and Urban Development and Te Puni Kōkiri and designed to fund both small- and large-scale Māori housing developments (Te Tūāpapa Kura Kāinga Ministry of Housing and Urban Development, 2021b). There are two funding pathways within Whai Kāinga Whai Oranga:

- The project pathway is focused on addressing short term and immediate housing needs by funding existing Māori housing programmes (ibid).
- The programme pathway is focused on sustainably increasing Māori-led regional housing solutions over the medium to long-term. Programme Pathway investment is a fundamental system shift in how Māori housing investment is allocated, requiring innovative approaches to contracting, monitoring, evaluation and measurement of outcomes.

The programme pathway is being tested in a prototype phase across four regions in Aotearoa:

- Ka Uruora, covering Taranaki and the Central North Island.
- Toitū Tairāwhiti, covering Te Tairāwhiti
- Ngāti Kahungunu Iwi Incorporated, covering Heretaunga/Hastings and Napier
- Te Pouahi o te Tai Tokerau, covering Te Tai Tokerau.

An overview of the four prototypes can be found in Appendix 1.

2. Purpose of the Case Study

This case study contributes to the first phase of a three-phased approach to the evaluation of the Programme Pathway: phase 1 - evaluative planning; phase 2 - ongoing improvement; and phase 3 - an external process and outcomes evaluation of all prototypes to understand the impact of the prototypes, and changes required to improve the prototype and the future design of the Programme Pathway. It is intended that the findings of the evaluation will inform Budget 2025.

This case study is based on interviews with four Toitū Tairāwhiti stakeholders and one whānau. The case study highlights how well the prototype has been stood up; the Crown, Māori relationship as an enabler for change; and the value gained from the approach for whānau.

3. The need for housing in Tairāwhiti

Demand for quality housing is not meeting supply

A stocktake of housing in Gisborne undertaken in 2021 highlighted an immediate need for around 400 homes across various housing categories. The demand is particularly acute in the social housing sector, with the queue for social housing escalating from just over 200 in 2019 to more than 750 by 2022. Subsequent analyses estimate that considering population growth and unmet needs (as indicated by the

Public Housing Register), Gisborne will require approximately 1,280 additional homes by 2024, with this number expected to increase to 2,570 by 2030 and 5,360 by 2050. Furthermore, in June 2021, the median house price in Gisborne had increased 40% to \$570k outpacing the nationwide increase of 21%. (Sense Partners, 2021).

Existing housing stock is poor quality

2018 Census data identified that in the Gisborne district over 26.4% of homes reported problems with dampness, 21.3% had noticeable mould (Olsen, B, 2020), and approximately 8% of private dwellings in the Gisborne region lacked at least one essential amenity such as cooking facilities, safe drinking water, a kitchen sink, refrigerator, bath or shower, toilet, and electricity (Statistics NZ, 2018).

Housing outcomes for Māori in Tairāwhiti are getting worse

Tairāwhiti faces some of the worst housing outcomes in the country, particularly for Māori. There are high rates of severe housing deprivation, insecure housing and homelessness, and some of the highest per capita rates of Emergency Housing grants and housing register applicants. In 2018, the Gisborne district had among the worst rates of overcrowding, particularly for Māori (24%) and 32% of Māori owned or held their home in a family trust (Te Tūāpapa Kura Kāinga Ministry of Housing and Urban Development, 2023b). In addition, Māori represented:

- 73% of total applicants on the Public Housing Register (East Coast)
- 74% of the total number of people who received an Emergency Housing Special Needs Grant
- 50% of the total number of people who received Temporary Accommodation Support and 52% of people who received the Accommodation supplement (Te Tūāpapa Kura Kāinga Ministry of Housing and Urban Development, 2023).

In more recent years, extreme weather events have exacerbated and compounded already poor housing outcomes for Māori.

4. Toitū Tairāwhiti – the concept

Wāwāhi tahā, kōkiri whakamua - We must disrupt to make change.

(Whakatauāki, Toitū Tairāwhiti Housing Ltd).

Toitū Tairāwhiti Housing Ltd (TTHL) is an iwi-led collaborative response to addressing the urgent housing need in the Tairāwhiti rohe. The Tairāwhiti housing response started in 2020 when the Director of Maru Ora Ltd shared his experiences of supporting housing solutions in Raukokore with Te Aitanga a Māhaki whānau. This led to a partnership between Maru Ora and Te Tūāpapa Kura Kāinga Ministry of Housing and Urban Development to fund five relocatable homes in Te Tairāwhiti; which was further extended to 51 houses.

In 2021, TTHL with support from the National Iwi Chairs Forum was identified as one of four prototypes selected to test, develop and implement new housing delivery models funded through Whai Kāinga Whai Oranga. In partnership with Whai Kāinga Whai Oranga additional funding was provided to build 150 more houses in Tairāwhiti. More recently, Tranche 4 funding was confirmed which will see TTHL receiving funding for an additional 75 homes which is a significant contribution to meeting its

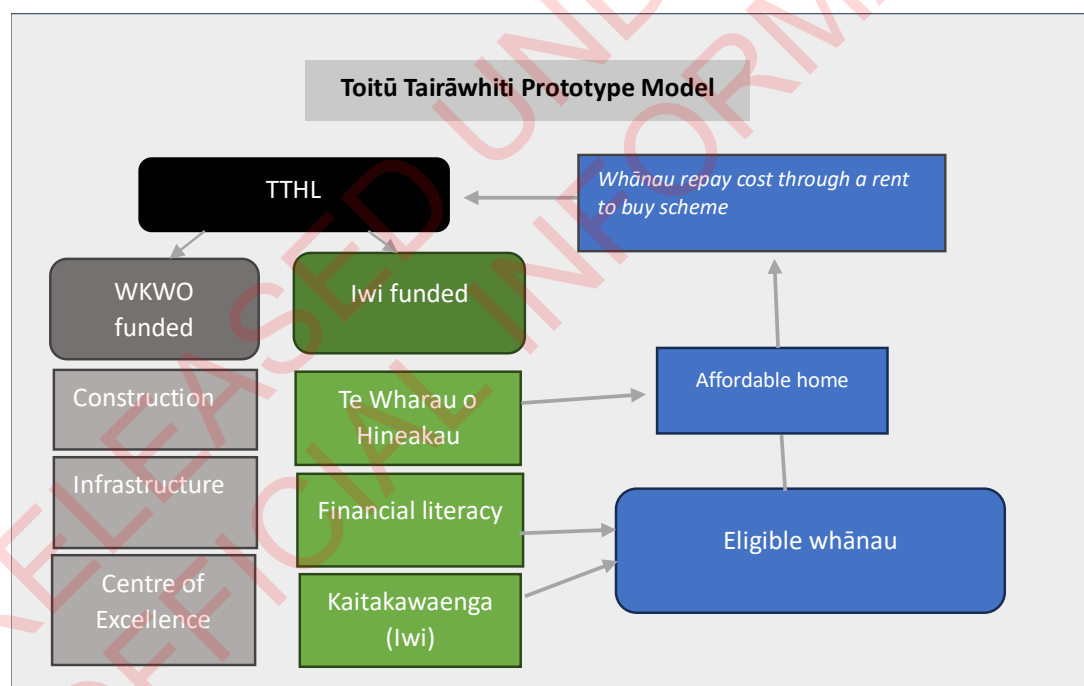
aspirations to build 500 homes within four years. It is also a contribution to meeting the goal of providing all whānau with safe, healthy, and affordable homes with secure tenure¹.

5. Toitū Tairāwhiti – the prototype

The key features of the Toitū Tairāwhiti Housing Ltd prototype include:

- Collaboration between four Tairāwhiti iwi – Te Aitanga a Māhaki; Ngāi Tamanuhiri; Ngāti Porou and Rongowhakaata and more recently Te Whakatōhea to drive locally-led housing solutions.
- Partnering with government to deliver government housing outcomes for Māori.
- Pastoral support provided locally by Kaitakawaenga to whānau receiving TTHL homes.
- Financial literacy education for whānau.
- Locally led solutions including the development of Te Wharau o Hineakau (Toitū Builtsmart facility) to improve the supply chain for new builds and growing local businesses.
- Affordable housing ownership for whānau in need who have access to land.
- Recycling funds to maintain a future supply of housing for Tairāwhiti.
- Centre of Excellence to provide access to knowledge, resources and shared experiences to inform building procurement, consent and health and safety practices.

Diagram 1 | Toitū Tairāwhiti prototype (summary)



As shown in the diagram above and table one below, TTHL has partnered with the Crown to build (construction and infrastructure) 150 homes for \$52Million. Additional funding has also been provided for a Centre of Excellence and operating costs. The TTHL collective however is covering the cost for

¹ Maihi Ka Ora National Māori Housing Strategy

financial literacy programmes; kaitakawaenga (some are paid, some are voluntary), and Te Wharau o Hineakua.

Table one | Toitū Tairāwhiti deliverables and Whai Kāinga, Whai Oranga investment

Deliverables (Tranche 3)	Total investment GST excl
150 rent to buy affordable housing	9(2)(b)(ii) and 9(2)(ba)(i)
Infrastructure	
Centre of Excellence	
Operating Costs	
TOTAL Investment	\$55,000,000
Tranche 4 – 75 homes	

6. Implementation

Affordable home ownership

TTHL funds 100% of the construction and infrastructure costs for a house for whānau in need, granted they have access to and permission to build on specified land. Whānau repay the costs under a rent-to-buy model over ten years until they either pay off the cost of the house or refinance their loan with another home loan provider. Eligibility for a house is determined based on a range of factors, including whānau housing need, financial resources, access to land and community contribution:

Our whānau profiles establish the housing need. Secondly, we ask, do you have whenua or access to whenua? And third we ask whānau to find a suitable housing provider and provide quotes for infrastructure – water drainage, septic tank, find your plumber etc and a budget. And lastly, we ask what do you do for your community? And really that application process hasn't changed (Management, TTHL).

As of November 2023, 150 home applications were completed by whānau of which 105 were eligible; building had commenced on 80 homes (42 were complete with a code of compliance, 27 were also complete (awaiting code of compliance) and 11 were near complete). A further 25 homes were still in either the consent or infrastructure stage.

Whānau financial literacy

Whānau who are successful applicants for a house are also required to attend a financial literacy programme, which is an adaptation of Sorted Kāinga Ora. The programme ensures whānau fully understand the financial responsibilities that come with home ownership including the need to manage their income so they can afford their repayments and still live comfortably:

Financial literacy doesn't sound sexy to anyone. No one wants to come. But when they come they love it...it's an eyeopener. After the first day you can hear them thinking but after the whole course in general they'll say, we should have done it ages ago. (TTHL, Management)

In addition, whānau are also provided tips and insights on how to keep their home dry and healthy by the kaitakawaenga. Nearly all the kaitakawaenga have attended workshops and training to learn about how to ensure homes are healthy and economical. These learnings are passed on to whānau and whānau are also supported to apply for resources that contribute to a dry, warm, healthy home. Since June 2023 over 50 whānau had completed the financial literacy programme and a further 25 were in training.

Te Wharau o Hineakua

TTHL developed a positive working relationship with *Toitū Builtsmart* in 2020 when it was first approached to produce relocatable houses for Gisborne from its building facility based in Huntly. However, when COVID-19 disrupted the delivery of homes into the region, it was determined that Tairāwhiti the region needed to become more self-sufficient. As a result, Builtsmart now operates a facility based in Gisborne known as Te Wharau o Hineakua owned by TTHL. Te Wharau has six building bays which can build 12 houses under cover at once in an eight-week timeframe:

Builtsmart could provide affordable homes in at a short timeframe...however during Covid we had houses that were stuck in Huntly...and so we thought we need to be self-sufficient, ...Built Smart saw what we were doing and they liked it and that relationship grew over to the point where this facility was opened... the relationship is pretty solid and it's honest (Management, TTHL).

Home repairs

One of the iwi in TTHL leveraged the opportunity presented by Whai Kāinga Whai Oranga to provide affordable new build housing and repairs to existing housing for their members. In a short amount of time this iwi was able to:

- Educate 30 whānau through the Sorted Kāinga Ora programme.
- Build ten new houses for whānau to own-occupy on iwi-owned land under an occupation rights agreement.
- Assess and repair at least 27 homes which included repairing roofs, spouting and water tanks to support the retention of water as a critical resource.

The repairs and new builds were a significant contribution to a small community in particular ahikā who have spent generations living in and contributing to the social, cultural and economic wellbeing of their community usually voluntarily. Without the support of the prototype, the iwi would not have had the capital to invest or leverage to stand up these significant developments:

Not only did we get some new builds but we repaired over 50% of the homes in the village all at the same time. So I think builds and repair programs should go hand in hand. You can't just have rebuilds and leave the ahikaa...those aunties and nannies who are always at the pā. People just expect them to be there. So this is one way we could actually give back (Governance, TTHL).

7. Principles of the prototype that are contributing to its success

Factors contributing to the success of the prototype to date have been summarised into the following principles:

- *Working at pace*

TTHL took the position that it needed to move quickly to ensure whānau needs were met in a short-timeframe with a limited resource. While this put pressure on systems, relationships and resources it was considered necessary in order to make the most of the opportunity. This has meant that whānau who had a housing need and were ready to proceed were prioritised:

Building a house takes about 81 days...if everything goes right, we are sort of looking at three to six months. And that also depends on the environment, the ground conditions. I think one of the fastest houses we've done was in two months, but that was because everything was right, all the stars aligned (Management, TTHL).

- *Vision and advocacy*

Having a clear vision and an unrelenting commitment to advocate for communities during challenging times.

- *Contribution to community*

Reciprocity and contribution were built into the prototype based on the experience and learnings of the management team working alongside whānau. These principles ensured whānau had skin in the game but it also contributed to building social networks and capacity in their community:

We encourage whānau to come to the Hui and also participate in the Marae, but if it's not the Marae then the sports community for their people, the iwi... I think Mahaki AGM's have been the biggest they've ever been because we tell them go and support our leadership because they're scrapping for you with the Crown (Management, TTHL).

It's not about forcing whānau to do things that they wouldn't usually do, but it's about saying, hey, utilize your skills to support the fabric of our village (Governance, TTHL)

- *Belief in the Kaupapa and power of the collective*

It was noted that working as a collective and working with whānau is not easy therefore it was important that TTHL stayed anchored to its Kaupapa, vision and process. This meant working with like-minded and like-hearted people who shared the same vision and beliefs. Creating spaces for honest discussion and points of difference was challenging and difficult but necessary to maintain a focus on intent:

We could see what we were trying to achieve. And so we were able to hold onto that no matter what the differences were, we could work our way back to what's the best for our whānau and find compromises (Governance, TTHL).

- *Right people in the right positions*

Having people with the right set of skills and competencies in the right positions was necessary for success. This included having people connectors on the group; competent operational staff and management; and visionaries at a governance level to advance the Kaupapa. Critical friends of the Kaupapa were also important and TTHL noted the valued added by Crown appointed members who brought a depth and breadth of strategic experience but also an empathy for, and belief in, the

Kaupapa. Whakapapa and whanaungatanga relationships were also leveraged at critical times to support collective aspirations.

8. The significance of the Crown Māori partnership relationship

Key features of the Crown Māori relationship that has supported the prototype include:

- *Kanohi kitea*

TTHL valued Ministers and senior officials demonstrating leadership by visiting the TTHL site and participating in significant events thus embodying the concept of "kanohi kitea". Examples included attending the opening of their new base, Te Wharau o Hineakua; and handing over keys to whānau moving into their new home. Senior officials engaged with whānau at a grass roots level and were able to experience the elation whānau experienced moving into their new home. From the TTHL perspective, this demonstrated a good Treaty relationship:

Kanohi kitea is key to the relationship... come and have a Kai with us...meet the families, hear their stories and let them thank you (Management, TTHL)

Hand on heart the relationship has been massive. It's been massive because of the personal investment from some Senior Officials and a couple of Ministers (TTHL management)

- *Access to working capital which has created the ability to plan and respond economically*

A critical step change facilitated through Whai Kāinga Whai Oranga for TTHL was access to working capital. This capital was essential for the planning and delivery of houses, but it also enabled TTHL to use its working capital to support emergency and transitional accommodation during Cyclone Gabrielle:

We have \$15 million working capital, which means instead of doing the 10 houses, here's your money...we can plan ahead, and any kind of planning means you save money... it was also huge during the Cyclone Recovery as we could immediately divert 10 million to temporary housing (Management, TTHL).

- *Collaboration and professionalism between agencies*

The two key housing agencies working together collaboratively created a seamless and integrated approach to housing investment. TTHL also respected and acknowledged the level of professionalism that Crown officials demonstrated in their interactions with them; and the care taken by officials to respect the information provided to them.

- *High trust investment models*

The Crown demonstrated trust in the relationship by frontloading funding, setting targets and allowing TTHL to enact their strategy in the best interests of the people. This high trust was reflected in enabling instruments including the Kawenata and the Programme Delivery Partnership Agreement (PDPA) which were key step changes in giving effect to an authentic Crown Māori partnership:

The kawenata established a high trust model, delivering as partners based on mātāpono (Management, TTHL).

The PDPA allowed us to do what we needed because the money was already sitting in our account, it gave us flex and flexibility (Governance, TTHL).

9. Challenges

There were some challenges experienced by TTHL. However, TTHL has used these challenges as opportunities to reflect on how they can improve their processes and practices going forward. Some of the challenges include:

- The importance of using contractors you know and trust and who are local to ensure local interests are protected in high risk, high value projects.
- Acknowledging the time it requires for some whānau to shift their mindsets towards being homeowners and maintaining standards expected of them by their community.
- Supply challenges (labour and materials) impacted by the shortages of materials, access, extreme weather events and availability of specialists:

If there is an urgent job there's often no one available (Management, TTHL)

In extreme wet weather, something like a septic system can't be installed for six months while we are still waiting for the ground to dry up (Management, TTHL)

- Carrying the financial risk to keep momentum while having trust that the Crown will deliver on its intent:

As an organisation we took on a lot of risk through the process by moving ahead on procuring the new builds before the Crown paid. So that was one learning that provided a little bit of tension, but that was also a bit of leadership that was needed just for us specifically. We believed in the concept, we believed in the prototype and we believed that the money was going to come but the Crown took ages to sign off (Governance, TTHL)

10. Value gained

Feedback from those interviewed suggest that the new housing built through WKWO is contributing to building community and community values; social cohesion; whānau resilience; economic growth; sustainability/kaitiakitanga and strengthening whānau connection to whenua, tikanga, and te reo Māori.

The decision to localise the building facility has created several potential and real opportunities to the community including:

- An increase in new local businesses leveraging off the workflow created by the building of new housing.
- Supply chain opportunities include the ability to leverage goods and specialist services at reasonable rates in reasonable timeframes.
- The potential for a social procurement model that enables the values of Toitū Tairāwhiti to be reflected in business practices.
- The potential to create pathways and learning opportunities that support rangatahi into working in the industry.
- Supporting existing business to pivot the use of their staff and machinery to support housing developments.
- Building local capacity, capability, and resilience.

The whānau interviewed was also positive about their future which also impacted positively on their mental health and wellbeing. This whānau - a couple with their children who moved back to Tairāwhiti

four years ago after living in Australia - were living with other whānau members as they couldn't afford to buy a house and there were no suitable rental accommodation options:

I saw on the marae pages about the Housing Kaupapa hui and decided to attend for a listen. I admit I didn't believe that people were able to get a brand new house with no deposit but decided to keep attending. I started to see whānau from around the region starting to move into these new homes and thought "hika, this must be true." (Whānau)

After completing the application process, attending hui, completing the financial literacy programme and attending healthy homes workshops and seminars, their four-bedroom home was finally delivered two years ago:

Seeing our new home was an emotion that I never felt before. Happy, sad...It was a dream come true for me and my family...the kids were happy and over the moon. It feels good to know that I've given my kids something...the repayments are affordable which has taken the stress off our shoulders. I can do way more now with my income...my kids are in every sport under the sun and that ain't cheap and they always want to be in tournaments and stuff like that. So we can do all of those things with our kids without struggling...I feel like if we tried to save for a house, we would never have had this opportunity... It's also contributing to my wellbeing...I feel like having our new whare that my kids hardly get sick...it's eased the struggle of living in New Zealand anyway (Whānau)

11. Summary

TTHL prototype is an example of a locally led, nationally enabled partnership response to addressing critical housing shortages in regional and rural communities.

The prototype was stood up on the foundations of an existing and established collective mechanism and houses were delivered at pace to optimise the opportunity to work collaboratively with the Crown. Iwi and whānau leveraged their assets (whenua), networks and connections and mobilised their communities which in turn has supported the Crown to deliver on its policy intent.

The TTHL management team have used their experiences and insights to adapt and improve their processes as needed. Outcomes have exceeded expectations with housing delivering much more than a safe, healthy, and affordable home but also strengthening whānau wellbeing and community cohesion. Unity and the power of the collective was leveraged when needed to support the vision and aspirations:

People think this is about housing. This is about rebuilding us, rebuilding communities, reconnecting to marae, reo and tikanga...its iwi working with their own people for the benefit of their people (TTHL, management)

12. Bibliography

Olsen, B (2020). [Too many houses are mouldy, damp, and cold \(infometrics.co.nz\)](https://infometrics.co.nz)

Sense Partners (2021). Gisborne housing stocktake: Update 2021 Report for Manaaki Tairāwhiti and Trust Tairāwhiti 28 October 2021. Retrieved <https://www.mt.org.nz/wp-content/uploads/documents/Housing-Stocktake-Gisborne-2021.pdf> 7 February 2024

Statistics NZ (2018). Census place summaries for Gisborne Region. Retrieved <https://www.stats.govt.nz/tools/2018-census-place-summaries/gisborne-region#population-and-dwellings> 7 February 2024

Te Tūāpapa Kura Kāinga Ministry of Housing and Urban Development (2023) Maihi Ka Ora Ka Mārama Stats and Insights. Retrieved [He Arotahinga - Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development \(hud.govt.nz\)](https://www.hud.govt.nz/he-arotahinga-te-tuapapa-kura-kaiinga) 7 February 2024

Te Tūāpapa Kura Kāinga Ministry of Housing and Urban Development, (2023b) Local Housing Statistics. Retrieved [Key data - Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development \(hud.govt.nz\)](https://www.hud.govt.nz/key-data-te-tuapapa-kura-kaiinga) 7 February 2024

Te Tūāpapa Kura Kāinga Ministry of Housing and Urban Development (2021). Aide Memoire. *Investing in Māori Housing – Next steps.*

Te Tūāpapa Kura Kāinga Ministry of Housing and Urban Development (2021b). Briefing paper. *Whai Kāinga Whai Oranga and Māori Infrastructure Fund implementation plan (REDACTED).*

Te Tūāpapa Kura Kāinga Ministry of Housing and Urban Development (2022). Briefing paper. *Whai Kāinga Whai Oranga – Toitū Tairāwhiti Housing Ltd investment approval.*

Te Tūāpapa Kura Kāinga and Te Puni Kōkiri (2022a). *Heads of Agreement between Whai Kāinga Whai Oranga agencies and Toitū Tairāwhiti Housing Ltd.*

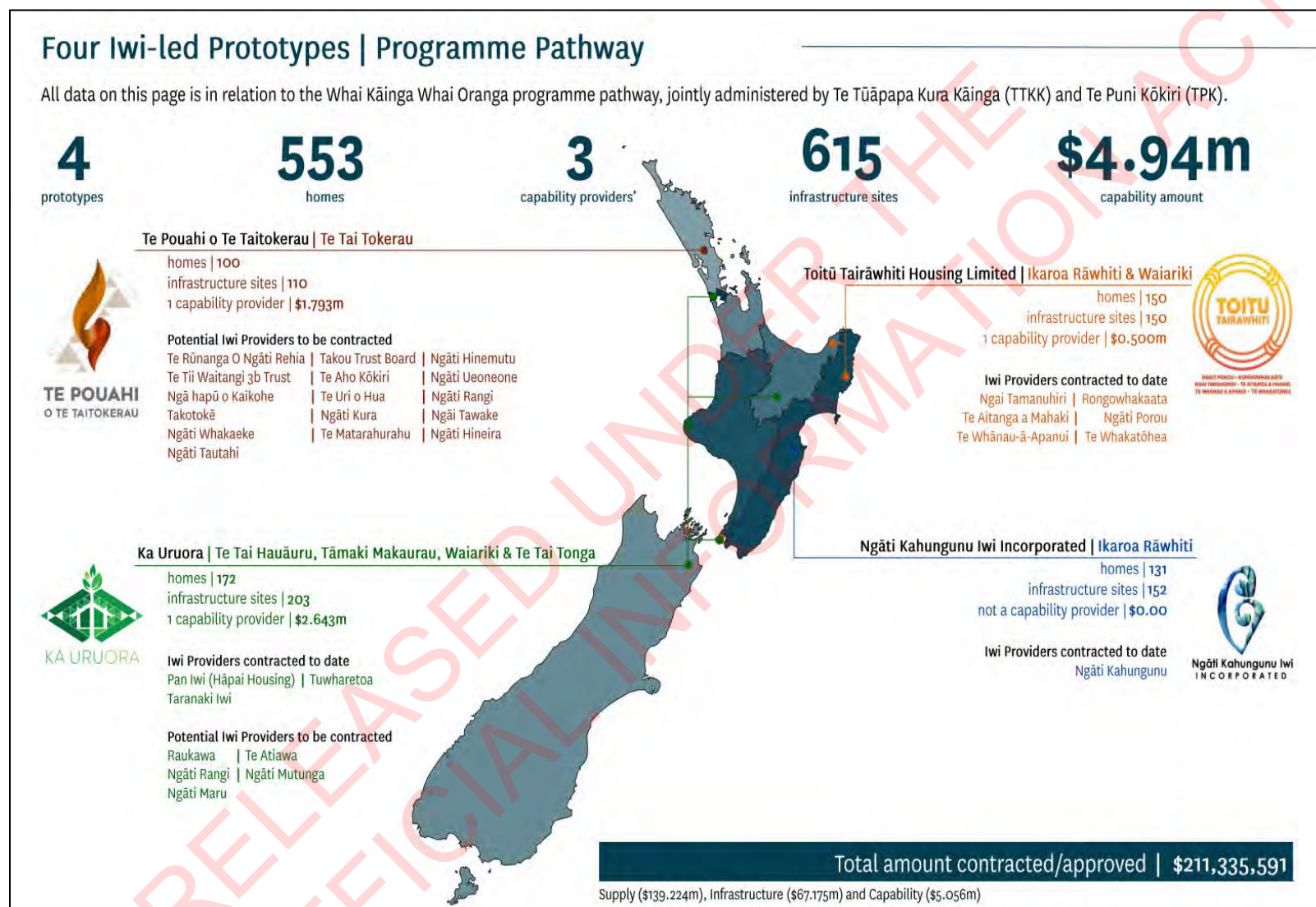
Te Tūāpapa Kura Kāinga and Te Puni Kōkiri (n.d). *Programme Delivery Partnership Agreement with Toitū Tairāwhiti Housing Ltd*

Te Tūāpapa Kura Kāinga and Te Puni Kōkiri (2023). *Programme Delivery Partnership Agreement with Toitū Tairāwhiti Housing Ltd Supplemental Agreement*

Te Tūāpapa Kura Kāinga (2023) Whai Kāinga Whai Oranga Dashboard as at 30 November 2023

Te Tūāpapa Kura Kāinga (2023a) Whai Kāinga Whai Oranga Build Milestones as at 30 November 2023

Appendix 1 | Whai Kāinga Whai Oranga Prototypes (as at October 2023)





KAINGA ORA REVIEW PANEL

WHĀNAU need WHENUA available, WHARE under construction



Document 20
Te Tūāpapa Kura Kāinga
Ministry of Housing and Urban Development



Te Puni Kōkiri
MINISTRY OF MĀORI DEVELOPMENT

9(2)(a)

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Friday 16 February 2024

[IN-CONFIDENCE]



Wawāhi tahā, kōkiri whakamua - We must disrupt the system to ensure change

ACHIEVEMENTS AT A GLANCE

Document 20

5 year plan (Reference: Toitu Tairawhiti Housing Strategy Paper – Simon Hunter (Former KPMG Partner))

Target: 500 homes built over 4 years WE ARE HALFWAY THERE - MUST STAY THE COURSE

Govt Investment: \$341m **Social Benefit:** \$40K per year

“The cost of the Gap in housing and Poverty per household could equate to \$40K per year or \$600K per household over 20 years”

Increase Direct Employment by 210 jobs and total employment 480 jobs

Increase regional employment by 2% and Regional GDP 15

Switch 950 households from renting to home ownership – Equity of \$190m intergenerational assets

Actual progress

23 houses Tranche 1 Recycled funds \$ 248K

28 houses Tranche 2 Recycled funds \$ 229K

40 houses Tranche 3 (80 houses delivered to site) Recycled funds \$1,127K

105 Whare Awhina, Manaaki (Temp houses for Cyclone) Recycled Funds \$ 254K

CONSTRUCTION OF Te Wharau o Hineakua - Toitū Tairāwhiti Builtsmart Iwi Investment and MBIE Loan of \$4.2m

Facility opened October 28, 2022, 18 homes constructed, 10 homes underway.

13 Units Tātau Tātau O Te Wairoa (Cyclone support)

30 Units Ngāti Pahauwera (Cyclone support)

Iwi -led Civil Defence Emergency Hubs - Mahaki Tiaki Tangata establish, test, lead full communities.

Based on above social benefit 91 permanent houses @ \$40K per year.

Over 3 years - \$3.64m for first year

Recycled funds are where whanau have moved into a home and repaying a mortgage to TTHL or where whanau are paying rent for temp houses from cyclone, or sale of temp units

Additional success:

Prior to flood 48% non-attending students at Te Karaka Area School – The school and TTHL intervene by providing emergency/temporary housing and provide support for whānau and students,

Achievement increases to 100% pass rate for NCEA 1 and 100% pass ra

9(2)(a)



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TRANCHE 3: Te Tūāpapa Kura Kāinga and Te Puni Kōkiri PROGRAMME DELIVERY PARTNERSHIP AGREEMENT 150 Home Ownership

Te Tūāpapa Kura Kāinga and Te Puni Kōkiri Programme Delivery Partnership
Agreement with Toitū Tairāwhiti Housing Limited

Introduction:

Kawenata sets out the relationship principles and how each party will work together and each party agrees that this Agreement should be read together with the Kawenata.

Programme Deliverables – You agree that you will deliver 150 Rent to Buy Houses at an average cost of [REDACTED] (as set out in clause 8), in accordance with this Agreement and the Rent to Buy Agreements, by February 2024, unless otherwise agreed between the parties in writing.

Key Outcomes:

- Milestones, replaced with PDPA high trust model for Tranche 3
- Total spend \$27.05m of \$52.5m budget – On going.
- 44 homes complete with whanau living in homes
- 50 CCC completed, 81 houses delivered to site
- Budget conditions adhered to.
- Average house price: Average price of finished house approx [REDACTED] including overheads [REDACTED]
- Recycled funds to date: \$1,127K

9(2)(a)

9(2)(a)

9(2)(b)(i) and 9(2)(b)(ii)

9(2)(b)(i) and 9(2)(b)(ii)



PIVOT: Whare Awhina Program

High Trust model allows quick Pivot to assist Cyclone response

Tēnā koe Annette, kōrua ko Willie

Adapting the Programme Delivery Partnership Agreement for current events

On behalf of Te Tūāpapa Kura Kāinga and Te Puni Kōkiri, we would like to send our aroha to you all and to the wider Tairāwhiti whānau during this extremely challenging time.

Thank you for leaning in; we appreciate your position and commend you, Willie and the Governance team for contacting our teams with your proposal to support the many whānau who have been affected by Cyclone Gabrielle. Your position in the heart of the community, and the work that you have been leading in Māori Housing delivery, places you in a good position to leverage your joint-venture partnership with BuillSmart in Gisborne. Your proposition to provide temporary housing relief to whānau who urgently need support across Te Tairāwhiti, including Wairoa, is supported by Te Tūāpapa Kura Kāinga and Te Puni Kōkiri.

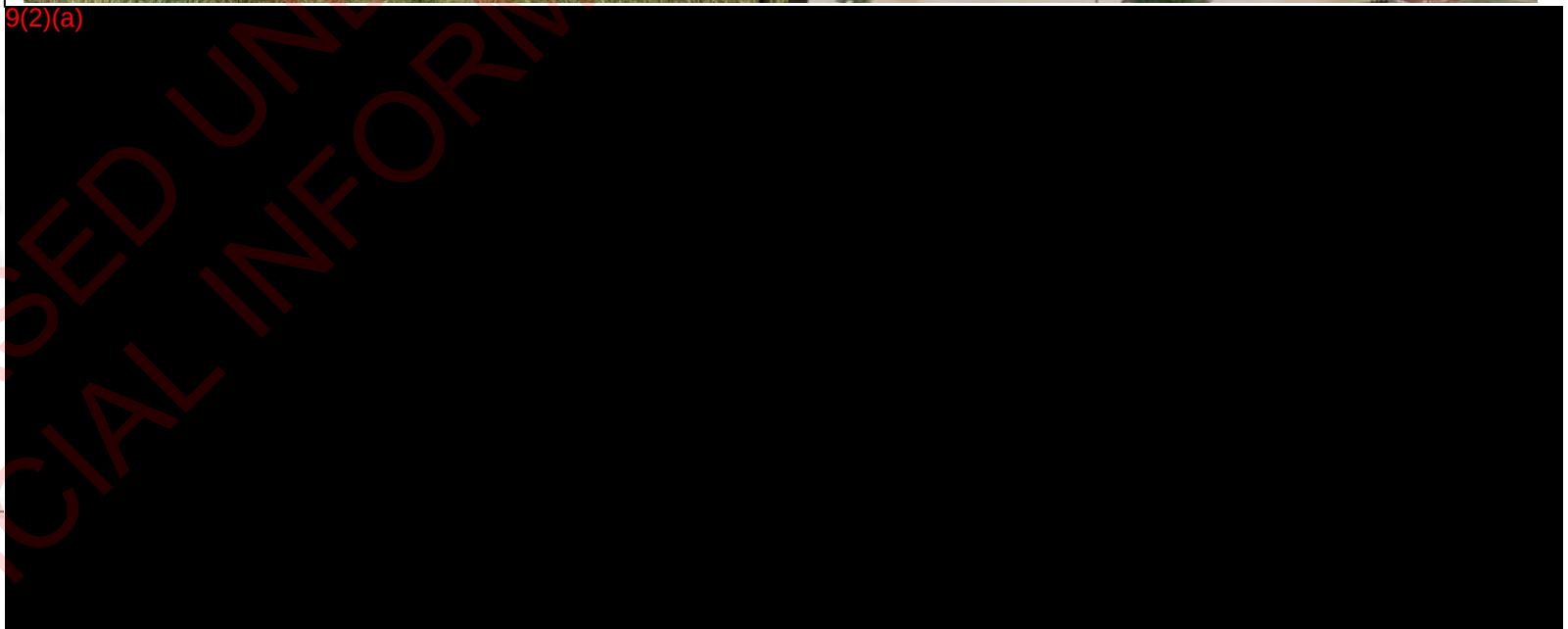
As discussed last Friday, to enable you to accelerate this approach we agree that Toitu Tairāwhiti can pivot from the current delivery programme and redirect or utilise up to \$10 million (incl. GST) of your current Whai Kāinga Whai Oranga funding to expediate the build and delivery of emergency cabins. We will confirm this arrangement and the signing of a variation to the Programme Delivery Partnership Agreement (PDPA) between Toitu Tairāwhiti, Te Tūāpapa Kura Kāinga and Te Puni Kōkiri.

In the immediate term, we will continue to meet to ensure we have the correct details and incorporate these in the variation to the PDPA. We will also reconvene, at an appropriate time, to discuss how both the response and longer term housing programme is recalibrated for the overall delivery of the PDPA, including housing and funding options.

Noho ora mai,

Andrew Crisp
Chief Executive
Te Tūāpapa Kura Kāinga

Grace Smit
Secretary for Māori Development (Acting)
Te Puni Kōkiri



“The most efficient approach to provide the Additional Funding would be to make use of the arrangements we already have in place with each other to support new housing initiatives and PDPA between you and us dated 27 May 2022.”



Flood Relief Program

Flood relief Whare Awhina construction- \$15m

Process was through high trust model, PDPA.
Proved very successful and allowed government and TTHL to pivot quickly.

construction or delivery of up to 104 temporary emergency cabins (up to \$15,000,000 inclusive of GST if any);

Total supplied:

- 105 temp houses to Tairawhiti Rohe
- 15 temp houses to Tātau Tātau o Te Wairoa
- 30 temp houses to Ngāti Pahauwera

Built and supplied between February 23 and September 2023
Sales of houses / units to go to recycled money
Also provide support for Wairoa and Mohaka

Total Spend	\$19,925,594
Recycled funds	\$5,360,736
Net	\$14,564,858
Recycled funds to date	\$435,142

9(2)(a)



9(2)(a)



9(2)(a)





Silt Removal and Critical Repairs

Added through PDPA high trust model.

Project Deliverable

overall project management, removal of silt from 160 homes and the repair of 65 homes (up to \$13,512,500 inclusive of GST); and

Critical repairs

Target 65 house

54 houses (complete or work continuing
(above \$4K spend)

Total houses supported 95 houses
(silt removal and other minor repairs).

Expected delivery Dec-24

Total spend to date \$4.8m





SEDIMENT AND DEBRIS MANAGEMENT FUND INVESTMENT AGREEMENT

Objective:

To provide Toitū Tairāwhiti Housing Limited (TTHL) with the necessary resources to enable you to safely extract 28,903m³ of woody debris deposited on streambanks and river terraces along the Waihora and Waingaromia rivers which feed into the Waipaoa catchment.

Set up and deliver program.

Cleared areas of Waihora and Waingaromia streams of debris

Set up log splitting

Firewood delivery

Utilised 9(2)(ba)(i) to manage teams complete project and keep teams employed.

Other teams include:

9(2)(ba)(i)

9(2)(a)

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Sorted Kainga Ora Financial Literacy Program

To support Toitū Tairāwhiti Housing Limited to deliver six Sorted Kainga Ora financial capability programmes for up to 20 people per programme, in Tairāwhiti. (the "Project").

The Sorted Kāinga Ora programmes were delivered to whānau who were pre-approved for homeownership under Toitu Tairāwhiti Housing Limited (TTHL) Housing Kaupapa.

We (TTHL) successfully delivered 6 programmes across the Tairāwhiti rohe. Our goal was to reach whānau who were in isolated areas. Workshops were delivered both locally and in isolated areas where these services are not offered in Te Tairāwhiti.

The age demographic ranged from late 20s and above.

TTHL delivered the programmes in the following areas

- Cohort 1 - Te Karaka Area
- Cohort 2 – Tairāwhiti Central
- Cohort 3 – Online (targeting whānau part of the TTHL housing kaupapa but unable to attend face to face delivery)
- Cohort 4 – Whangara
- Cohort 5 – Waihirere
- Cohort 6 – Ruatōrea

ancillary funding associated with the provision of immediate support to ensure safety and wellbeing of whānau and assisting whānau into temporary accommodation (up to \$100,000 inclusive of any GST if any).

9(2)(a)

9(2)(a)



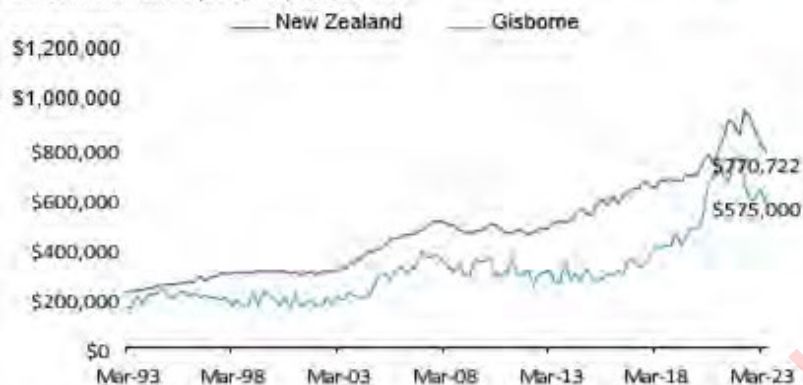
GISBORNE HOUSING STOCKTAKE

House prices continue to fall...in Gisborne, and across New Zealand

The median house price in Gisborne has fallen about 25% - in real terms - since the start of 2022, falling to \$575,000 in June according to REINZ data (see Figure 1). Higher interest rates and the higher living costs have reduced buyer appetite.

Figure 1: In real terms, Gisborne house prices have fallen 25% since the start of 2022

REINZ median house price, real, 2023 dollars



Source: Real Estate Institute New Zealand

THE COST-OF-LIVING CRISIS CONTINUES AT PACE

- The price of goods and services is increasing rapidly – up 5.6 percent in the year to September 2023, only modestly lower than the 6 percent increase observed in the year to June 2023.
- The cost of housing is not immune - rents have increased almost 10 percent in the past year according to MBIE data.
- Food prices have increased particularly dramatically – ready-to-eat food prices were up 9.4 percent in the year to September 2023.

UNLIKE ELSEWHERE, BUILDING ACTIVITY IS UP IN GISBORNE LIFTING THE STOCK OF HOUSING, BUT CYCLONE GABRIELLE DAMAGED MANY HOMES

- Across New Zealand consenting activity is waning a little under the pressure of higher construction costs and a more challenging environment for obtaining finance.
- But 186 residential dwellings were consented in Gisborne in the year to June 2023 – the highest in over a decade and up 5 percent on a year earlier.
- Rebuilding homes damaged by Cyclone Gabrielle will take resources and specialist construction services to lift many homes at risk of flooding.

HOUSING DEPRIVATION REMAINS DESPITE FALLING PRICES

- Housing continues to drive deprivation across Gisborne with the number of whānau on the housing register at 603, up a little under 5 percent from the previous year.
- Across New Zealand, the housing register is up 15 percent, largely driven by substantial increases in demand in Auckland.

INWARD MIGRATION IS AT ALL-TIME HIGHS

- Migration has been much stronger than expected with record levels of net migration, fuelling population growth. In the year to September 2023, net migration hit 118,800.
- In time, expect population growth to keep upward pressure on house prices.
- Expect high interest rates to continue in 2024 to help reduce existing cost pressures and new pressures on prices from migration.
- High interest rates will offset some of the increase in house prices that would be expected given migration is much stronger than forecast by Statistics New Zealand.

MARKET HOUSING IS NOW CLOSER TO COSTS OF CONSTRUCTING NEW DWELLINGS

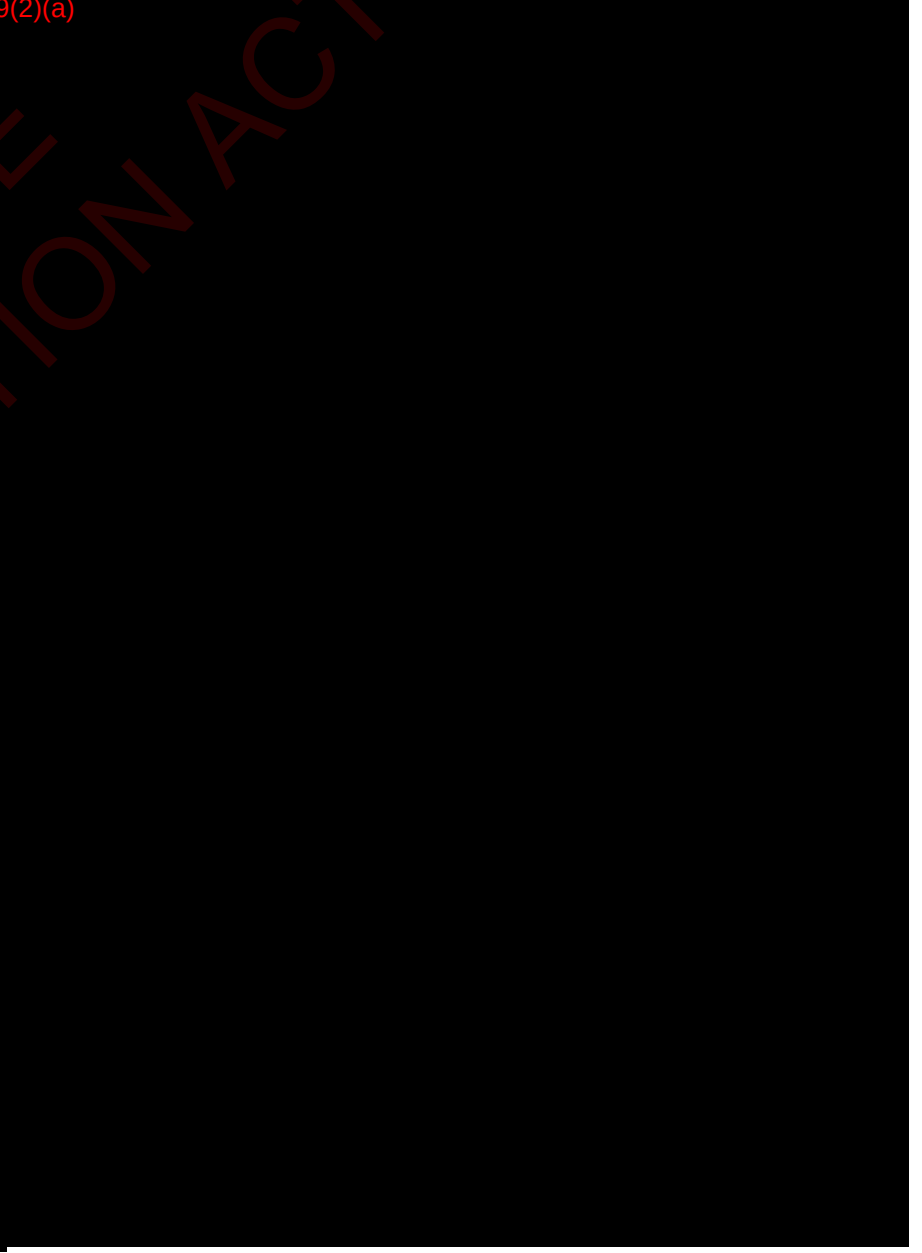
- Gisborne is an expensive location to build – labour costs are high, and companies struggle to find the scale that would reduce costs.
- Up to 2021, the market price of housing was outstripping construction costs. This ratio peaked at 1.59 – a little higher than the ratio of 1.5 that the Ministry of Housing and Urban Development as a land market with insufficient land.
- Today that ratio is falling materially. House prices have reduced, and the cost of construction has increased, reducing the wedge between the cost of constructing a house and the market price.
- The most recent data suggests the pace of construction cost inflation is easing.

POOR POPULATION FORECASTS RISK UNDERESTIMATING FUTURE DEMAND

- Statistics New Zealand population forecasts underestimate the pace of net migration at a national level.
- This matters for Gisborne – expect more demand for housing than Statistics New Zealand population projections suggest.
- The new government will change funding for housing programmes and are likely to implement city deals to help fund local infrastructure.
- A strong plan of what is needed would help Gisborne make the most of city deal type funding opportunities.



Homelessness To Home Ownership





Tūranga Tangata Rite Wellness Centre

Concept Design | Tūranga Tangata Rite, Gisborne iwi housing

LANDSCAPE CONCEPT | NORTH WESTERN SITE
STAGE 1
REV H | DECEMBER 2023

KEY

- Stage 1 boundary
- Waharoa
- Pedestrian connections
- Māra kai
- Papa rehia
- Community Orchard
- Playground
- Stormwater
- Parking
- Ohu kai
- Community composting & urban agriculture facilities
- Potential future access to western lot

HOUSING

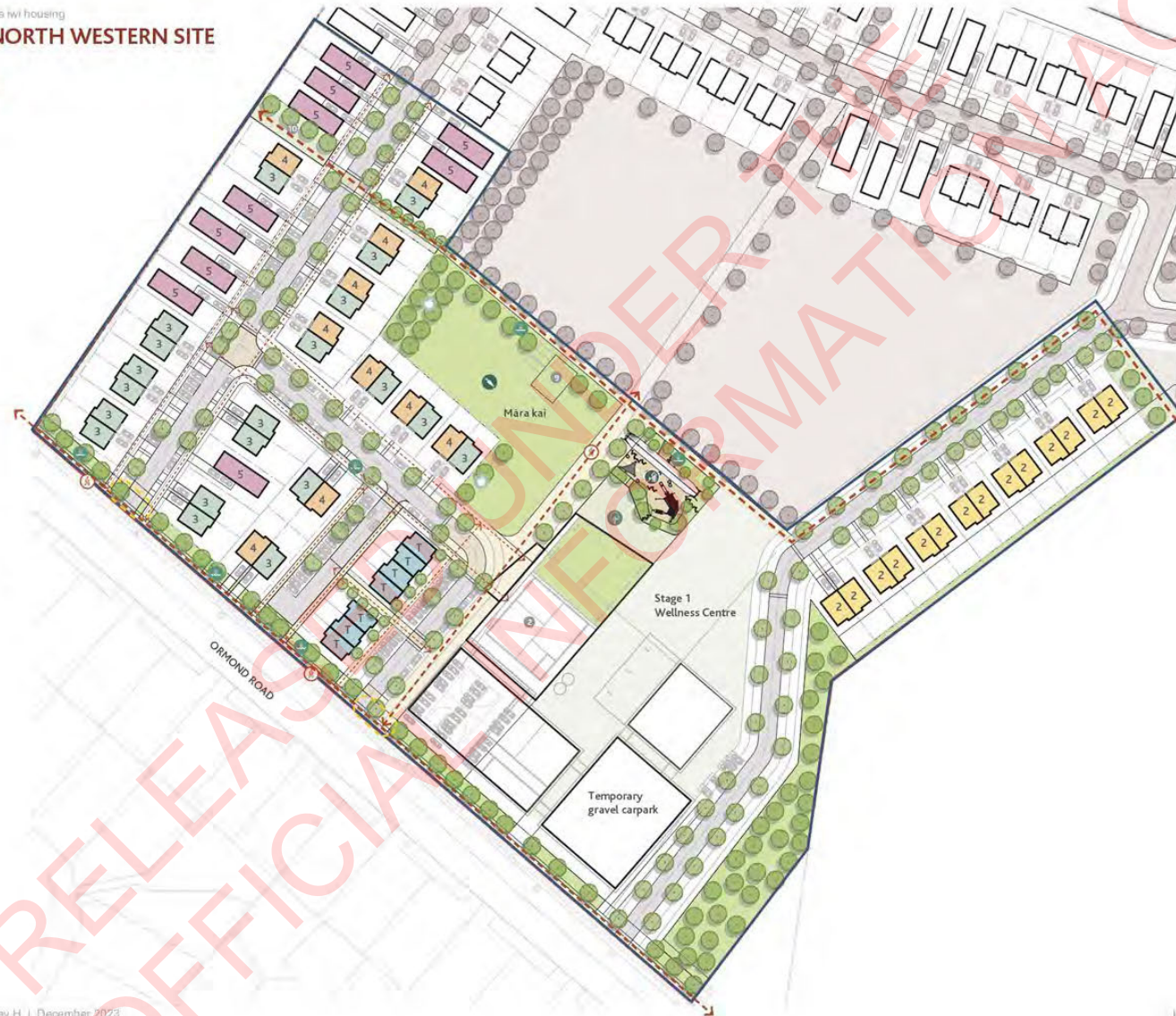
- 1 Bedroom = 0
- 2 Bedroom = 14 (1 Storey, Accessible)
- 3 Bedroom = 20 (2 Storey)
- 4 Bedroom = 10 (2 Storey)
- 5 Bedroom = 10 (1 Storey)
- 3 Storey Terraces (Accessible / Business below) = 7

Total = 61

Scale: 1_1,250@A3



Tūranga Tangata Rite_Gisborne iwi housing | Rev H | December 2023



Toitu Tairawhiti Housing Prototype Report



Toitu Tairawhiti Housing



Te Muriwai Development



9(2)(a)



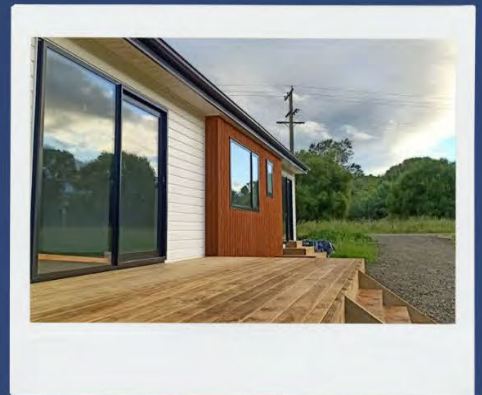
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12 January 2023

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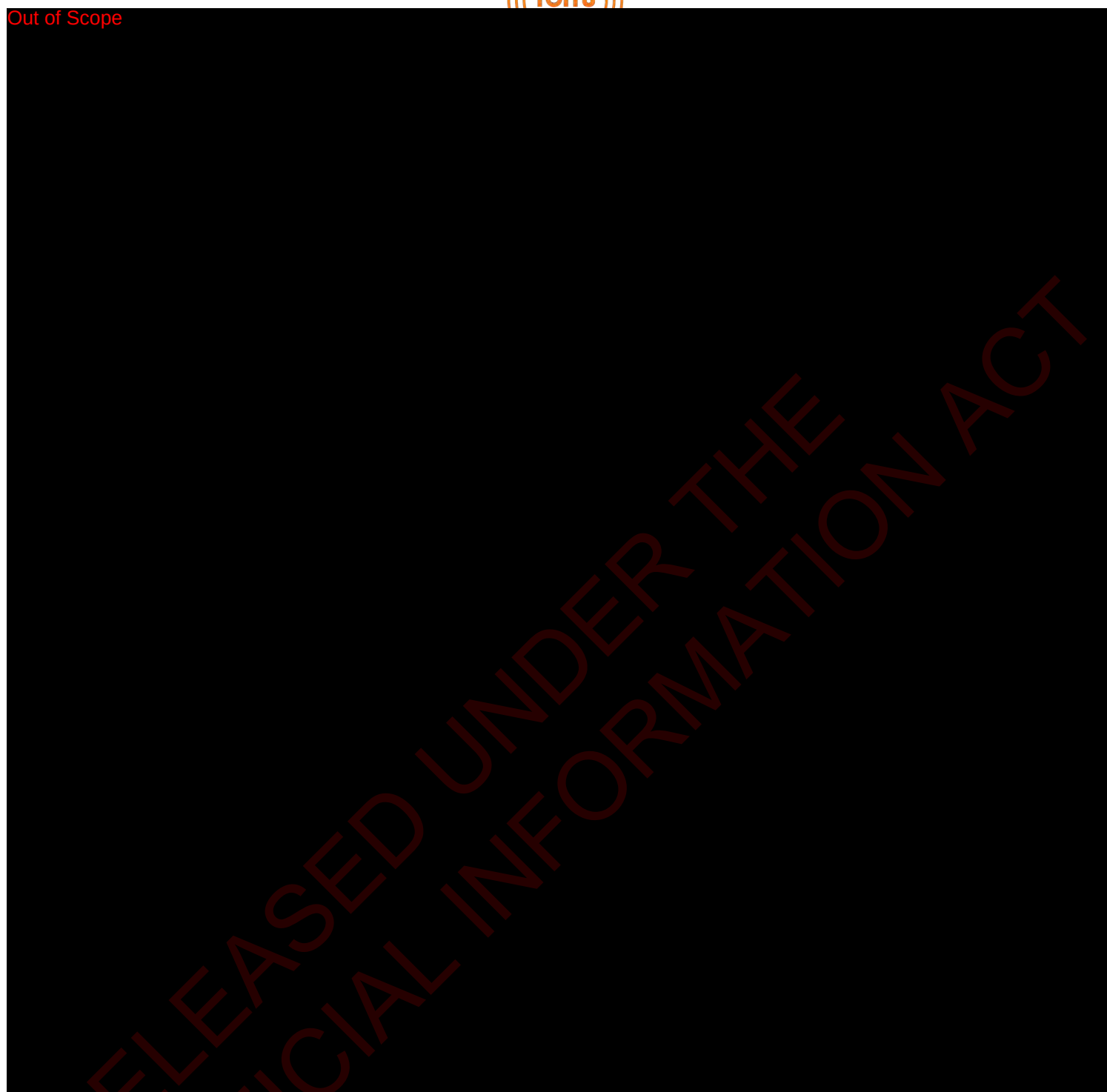
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Open Action Items					
Ref.	Date Raised	Action Description and Updates	Status	Due Date	Owner

Out of Scope					
[Redacted Content]					

Out of Scope					
[Redacted Content]					



Toitū Tairāwhiti Prototype Report January 2023

This Progress Report includes updates on:

[Tranche Statistics](#)

[Tranche 3 – 150 kāinga](#)

[Tranche 2 – 28 kāinga and 20 infrastructure sites](#)

[Tranche 1 – 23 kāinga](#)

[Risk Register](#)

[Financial Report](#)

HIGHLIGHTS

Occupational Ownership Agreement

With the help of 9(2)(a) and 9(2)(a) we are now in the progress of moving from the Interim Occupational Rights Agreement, and in to a long-term, more sustainable agreement as per the below attachments.



ORA Cover
Letter.pdf

[OOA Cover Letter](#)



Occupational
Ownership Rights A

[Occupational Ownership Agreement](#)

National Iwi Chairs Forum

The first Iwi Asset Holding Symposium of 2023 is due to take place February 1st followed by the National Iwi Chairs Forum February 2nd – 3rd to be hosted by Whangaroa in Waitangi.

9(2)(a)



PROGRAMME GOVERNANCE GROUP (PGG) – TRANCHE STATISTICS

7.00am – 9.00am, Thursday 12th January, 2023

Tranche 3 – Project site development including progress to completion

	Total houses	YES	Percentage	comments
Type	Total Houses	Completed	Percentage	Comments
LTO/ Occ Order	150	132	88%	Māori Land Court Hearings pending
Profile	150	143	95%	Whanau background, affordability, whenua, need
Completed Financial Literacy Programme?	150	29	19%	
Completed Home Performance Workshop?	150	3	2%	
Resource Consent Issued ? Y/N	84	24	29%	66 house don't require Consent
Building Consent Issued ? Y/N	150	50	33%	
House Delivered to Site? Y/N	150	46	31%	
Final Inspection Conducted	150		0%	
Code of Compliance Certification Issued	150	0	0%	
Whānau living in kāinga?	150	3	2%	
Occupational Rights Agreement signed?	150	6	4%	
Deposit Inv Paid	150	65	43%	
1st Progress Payment	150	44	29%	
2nd Progress Payment	150	18	12%	
Final Progress Payment	150	5	3%	
Infrastructure.				
Infrastructure ready for build?	150	48	32%	
Infrastructure ready for connecting?	150	27	18%	



Insurance				
0. In transit, or not begun		100		
1. Temporary piles, awaiting Building Consent		23		
2. Construction Started		22		
3. Practical completion, awaiting CCC		1		
4. Has CCC awaiting Occupancy		0		
Total		146		



PROJECT CONTROL GROUP (PCG) – TRANCHE STATISTICS

2.30pm – 3.30pm, Thursday 12th January, 2023

Project site development including progress to completion

Tranche 1 - MHN-48631 / HUD 00894

Summary Report	Total houses	Number complete	Percentage	Comment	
		N/A			
	Total houses	YES	Y	comments	
LTO/ Occ Order	23	23	100%		
Resource Consent Issued ? Y/N	11	11	100%	Only 11 of 23 require Resource Consent	
Building Consent Issued	23	22	96%	9(2)(a)	
House Delivered to Site? Y/N	23	21	91%	2 x 9(2)(ba)(i) 9(2)(a)	
				4 - 9(2)(ba)(i)	
Final Inspection Conducted	23	16	70%	9(2)(a)	
Code of Compliance Certification Issued	23	16	70%	9(2)(a) & 9(2)(a) assisting with follow up	
Whanau living in the kāinga	23	17	74%		
Occupational Rights Agreements in place?	23	6	26%	Kaitakawaenga progressing these	
Deposit Inv Paid	23	23	100%		
1st Progress Payment	23	23	100%		
2nd Progress Payment	23	22	96%		
Final Progress Payment	23	18	78%		
Insurance					
0. In transit, or not begun	23	2	9%	9(2)(ba)(i) 9(2)(a)	
1. Temporary piles, awaiting BC	23	1	4%	Preloved 9(2)(a)	
2. Construction Started	23	2	9%	9(2)(ba)(i) 9(2)(a) & 9(2)(a)	
3. Practical completion, awaiting CCC	23	11	48%		
4. Has CCC awaiting Occupancy	23	13	57%		
Total Insured		29			
Types of houses	No. of houses	1st deposit	1st progress	2nd progress	Final
Builtsmart	12	12	12	12	12
Versatile	6	6	6	6	2
Kainga Ora- Home Grown Solutions	5	5	5	5	4
Total	23	23	23	23	18



Tranche 1 - MHN-48631 / HUD 00894

Progress Update Comments as at 12/12/2022

9(2)(a)	Work has stalled again on build by 9(2)(ba)
	CCC application lodged. Land Trust requested LTO. Working with Apanui on ORA and Home ownership payments.
	Appliances have been installed. Deck near completion. Baseboards on.
	EDC consulted following pile ram test.
	Scheduled for tandem transport with 9(2)(a)
	CCC application lodged. Working with Apanui on ORA and Home ownership payments. 10/11
	CCC Issued. Working with Apanui on ORA and Home ownership payments. 10/11
	Waiting for CCC to be approved. Working with Apanui on ORA and home ownership payments.10/11
	Waiting for CCC to be approved. Working with Apanui on ORA and home ownership payments. 10/11
	CCC Achieved. Working with Te Whakatohea on ORA and home ownership payments . 10/11
	CCC Achieved. Working with Te Whakatohea on ORA and home ownership payments 10/11
	CCC Achieved. Working with Te Whakatohea on ORA and home ownership payments 10/11
	CCC issued. Working with Mahaki on ORA and ready to start home ownership payments. 10/11
	Waiting for CCC to be approved. Working with Mahaki on ORA and home ownership payments.
	CCC achieved. Working with Mahaki on ORA and home ownership payments.
	CCC achieved. Working with Mahaki on ORA and home ownership payments.
	Waiting for CCC to be approved. Working with Mahaki on ORA and home ownership payments.
	Waiting for CCC to be approved. Working with Mahaki on ORA and home ownership payments.
	Application to establish a Trust finally submitted to the MLC. Hearing is set for Feb 2023. Whanau are seeking a Special Hearing with the Judge as this cannot wait until February. Living in home with minimal services, no Buiding consent. RISK REGISTER. 10/11
	CCC Issued on 9 Aug 2022. Working with Ngati Porou for ORA and Home Ownership Agreement, ready to start repayments. 10/11
	Final Inspection conducted, fireplace install has started but completion delayed due to wet weather. Waiting on Pile Inspection verification from 9(2)(ba)(i)
	. GDC has all other documents required.
	9(2)(ba)(i) has not installed the fascia above bifold doors due to illness. Final inspection scheduled tomorrow but I have postponed until fascia is done. Painter due Wednesday to finish painting.
	CCC Issued on 16 November 2022.



TRANCHE 2 - HUD-1048 TPK MHN-49120

Summary Report		Houses	Completed	Percentage	Comment		
		Yes	N/A	Underway	Iwi Hikoi		
	Total houses		Y	Approved			
Resource Consent Issued ? Y/N		11	9	82%	Only 11 of 28 Houses require Resource Consents		
Building Consent Issued?		28	25	89%			
House delivered to site? Y/N		28	28	100%			
House on Consented Piles		28	23	82%			
Connection to Services		28	10	36%			
Final Inspection		28	7	25%			
Code Compliance Certification (ccc) issued?		28	6	21%			
Whānau living in the kāinga?		28	8	29%			
Occupational Rights Agreements in place?		28	2	7%			
Deposit Inv Paid		28	28	100%			
1st Progress Payment		28	28	100%			
2nd Progress Payment		28	27	96%			
Final Progress Payment		28	18	64%			
Insurance							
0. In transit, or not begun	Insurance	28	1	4%			
1. Temporary piles, awaiting BC	Insurance	28	2	7%			
2. Construction Started	Insurance	28	22	79%			
3. Practical completion, awaiting CCC	Insurance	28	6	21%			
4. Has CCC awaiting Occupancy	Insurance	28	3	11%			
Total Insured			34				
Infrastructure		Required	Completed	Percentage	Comments		
Build Contract Received		20	13	65%	4x [REDACTED] & 3 BS		
Signed Contract		20	12	60%			
Deposit Inv Recv'd		20	13	65%			
Deposit Inv Paid		20	13	65%			
1st Progress Payment		20	13	65%			
2nd Progress Payment		20	12	60%			
Final Progress Payment		20	1	5%			
LTO/ROT Received		20	20	100%			
Resource Consent Required		13	13	100%			
Resource Consent Issued		13	12	92%			
Building Consent Issued		20	17	85%	Civil assist - require Geotech then Architech		
Type of house	Company		No. of houses	1st deposit	1st progress	2nd progress	Final progress
New build transportable	Built Smart		16	16	16	16	16
Preloved	9(2)(ba)(i) [REDACTED] [REDACTED]		15 2	2	2	2	0



Preloved	Kāinga Ora	3	3	3	3	0
Preloved	9(2)(ba)(i)	1	1	1	1	0
New build on site	9(2)	3	3	3	3	2
New build on site	9(2)(ba)(i)	1	1	1	1	0
New build on site	9(2)(ba)(i)	1	1	1	1	0
New build on site	9(2)(ba)	1	1	1	0	0
Total		28	28	28	27	18

TRANCHE 2 - HUD-1048 TPK MHN-49120

Progress Update Comments as at 12/12/2022

9(2)(a)	Septic installed. Book Final Inspection 9/12
	MLC Mediation conference 30/9/22 . House being repositioned on 29/11.
	CCC Issued. Not adhering to LTO. House to be rotated 20/12. RC & BC preparing at 9/12
	Landing to be completed, book final inspection 9/12
	Builder finished, plumber to complete. 9/12
	Septic system incomplete, problematic 9/12
	Septic installation is underway, expected complete before Xmas. 9/12
	Septic installation is underway. 9/12
	Septic installation is underway. 9/12
	Septic installation is underway. 9/12
	Builder finished, plumber has connected all lines to the house and califont.
	Flooring installed. Plumber back this week. Solar install on hold awaiting re-roof quote. Kitchen to be finished this week.
	BC lodged. 11/11 EXPECTED ISSUE DATE JAN
	Electrician still waiting on Inspector so meterbox can be moved from current location to the whare.
9(2)(a)	9(2)(a) and I visited HO on Friday. Working on a plan to finish the home.
	Kainga Ora has agreed to an easement. We are waiting for KO to start the process as the easement needs to be deposited onto the land titles before the Council will process both the building and resource consents.
	Waiting on kitchen from 9(2)(ba)(i) . Electrical work to pole still to be done.
	Framing going up this week. Roofing iron has been ordered.
	CCC achieved
	CCC achieved
	Pending final inspection with council
	Failed ODC foundation inspection. Geotech returning for shear vane testing 19/12
	Waiting on horizon to tranche power under road. 10/11
	Power livening scheduled 21/12/22
	At CCC application
	Power livening scheduled 21/12/22
	CCC application in progress. ORA discussion with Te Whakatohea. 10/11
	At CCC application



RISK REGISTER

Four main areas have been identified from Tranche 1 & 2.

- Legal Access to Whenua
- Affordability
- Choice of Kāinga
- Supply Chain (Contractors and materials)
- TTHL Capacity
- Underperforming →

RISK REGISTER BY THEME JANUARY 2023

RISK	CONCERN	MITIGATION	MANAGEMENT PLAN
Low			
Medium			
High			
OCCUPATIONAL RIGHTS AGREEMENT & HOME OWNERSHIP PAYMENTS	Occupational Right Agreement introduced during Iwi Hikoi (Sept), includes home ownership repayments. These were due to start by the end of November. Still working through CFO – kaitakawaenga – whānau.	Lengthen loan period on a case by case basis. Recheck whānau affordability especially in Tranche 3.	Enrol all whānau on TTHL Financial Literacy programme. Sorted Kāinga Ora Programme Delivery to start in January 2023. Centralised position to oversee this to start January 9 th .
KĀINGA SELECTION - 9(2)(ba)(i)	Delays with 9(2)(ba)(i) incapacity to complete building works, decks, and access.	Continue working with 9(2)(ba)(i) to complete outstanding contracts in Tranche 1.	No contracting with 9(2)(ba)(i) in future. Report that delays have consequences on final delivery CCC.
KĀINGA SELECTION - NGATI PORPOU PRELOVED KAENGA	Financially tracking at similar cost to a new build Formal letters of complaint received from whānau. Letter to Minister of Defence sent from TTHL for assistance from NZ Army with preloved kaenga in first instance. Contractors refusing to work with Home Grown Housing Solutions	No more preloved kaenga in TTHL programme. Work closely with whānau to ensure kāinga selection matches affordability.	Policy to be developed on Pre-Loved Kaenga



INFLATION	Adding additional pressure as costs rise for materials	Keep developing procurement programme	
SUPPLY CONTRACTORS	Tairāwhiti construction industry is flourishing. TTHL unable to meet competitive rates. Many contractors joining TTHL for the Kaupapa. How do we attract contractors when our rates are not competitive?		
CAPACITY TO DELIVER WITHIN TIMEFRAME & BUDGET	Improve reporting from Iwi to enable concise decision making and financial forecasting. Build TTHL capacity through Eight Pou & Cadetships.	Decision making process transparent through reports to Crown. Third Quarter, make decisions around pivoting programme if unable to meet milestones.	Forecasting construction progress in conjunction with budgets and financial data on a weekly basis.
Rongowhakaata	Unconfirmed builds for whānau that have been part of TTHL programme since Tranche 2	Intervention to provide additional support Four whānau outstanding with unconfirmed builds.	Centralise these processes to TTHL for 2023.
Ngāti Porou	Unconfirmed builds for part 2 of the programme. Forecasting for Kāinga Ora Preloved - Home Grown Solutions inconsistent, incomplete causing angst amongst whānau	MD, COO Infrastructure, CFO and Strategic Advisor met with whānau after receiving formal written complaints. 9(2)(a) provided a process to follow to minimise risk.	9(2)(ba)(i) conducting an independent report on the worst of the 9(2)(a) 9(2)(a) by month end. Apanui builders going in to waterproof the homes. Weekly monitoring on progress
Te Aitanga a Mahaki	Need to monitor costs as the majority of kāinga are Builtsmart	Forecasting early	
Te Whānau a Apanui	Need to monitor costs	Forecasting early	
Tāmanuhiri	Kaitakawaenga no longer employed by iwi was the main driver in the Muriwai 10 home development.		



FINANCIAL REPORT

Balance Sheet
Profit and Loss
Aged Receivables
Aged Payables
Cashflow Summary
Invoices

PGG FINANCIALS: 7.00am – 9.00am, Thursday 12th January 2023

Summary and evidence of how funds have been spent

Please see attached reports showing the detailed financial reports as follows:



TTHL Financial
Report to PGG 12 Ja

[PGG - Tranche 3 Financials](#)

Recommendation:

The PGG confirms that they have reviewed the TTHL MD report, financial reports, and invoices for the month of January 2023 and hereby confirm that all funds utilised in the project has been spent for authorised funding purposes as defined in the PDPA. We recommend the attached invoices for \$240,500.00 for TPK and \$1,345,521.00 for TTKK, totalling \$1,586,021.00 are approved for payment.

PROJECT CONTROL GROUP (PCG)

Teams Link: [Click here to join the meeting](#)

2.30pm – 3.30pm, Thursday 12th January 2023



Agenda TTHL PCG
12 Jan 2023.pdf



PCGMIN 15 Dec
2022.pdf

[PCG Agenda Jan 12](#) [Draft PCG Minutes Dec 15](#)

Summary and evidence of how funds have been spent

Please see attached reports showing the detailed financial reports as follows:



Maru_Ora_Limited_
_-_Tranche_1__Conti



Maru_Ora_Limited_
_-_Tranche_2__Conti

[PCG - Tranche 1 Financials](#) [PCG - Tranche 2 Financials](#)