



AGENDA

Meeting of the
Risk and Audit Committee

Wednesday 13 September 2023
commencing at 3.30pm

To be held:
Clocktower Chambers,
Palmerston Street, Westport



CORE COUNCILLOR ROLE AND RESPONSIBILITIES

The Governance role entails:

- Strategic planning and decision-making;
- Policy and strategy review;
- Community leadership and engagement, and stewardship;
- Setting appropriate levels of service;
- Maintaining a financially sustainable organisation; and
- Oversight/scrutiny of Council's performance as one team.

The governance role focusses on the big picture of 'steering the boat' - management's role focusses on 'rowing the boat'

Our commitments to best support each other and meet the challenges and opportunities of 2023 include:

CLEAR AND RESPECTFUL COMMUNICATION

We are committed to:

- Actively listening and not interrupting;
- Remaining conscious of 'tone', body language, and amount of time speaking (allowing time for others);
- Responding/answering in a timely manner; and
- Being honest, reasonable, and transparent.

TRUST AND RESPECT

We recognise that trust and respect must be earned and that a team without trust isn't really a team. Trust can be built by:

- Valuing long-term relationships;
- being honest; honouring commitments; admitting when you're wrong; communicating effectively; being transparent; standing up for what's right; showing people that you care; being helpful; and being vulnerable.

CONTINUOUS LEARNING AND IMPROVEMENT

Continuous learning and improvement are critical for growing together as a team.

We are committed to constantly reviewing what is going well and what needs to improve in relation to the way we work together, the processes we follow, and the outcomes we deliver.

NONE OF US IS AS SMART AS ALL OF US

Risk and Audit Committee

Reports to:	The Council
Chairperson:	Independent Chair - Sharon Roche
Membership:	The Mayor, all Councillors and Māori Representative
Meeting Frequency:	Monthly
Quorum:	A majority of members (including vacancies)

Purpose

The Risk and Audit Committee is responsible for:

1. Monitoring Council's financial strategy, and financial performance against the Annual and Long Term Plans.
2. Monitoring Council's interests in its Council Controlled Organisations (CCOs).
3. Reviewing the Council's risk register and associated process for managing current and emerging risk.
4. Ensuring the independence and effectiveness of Council's External and Internal Audit processes.
5. Monitoring existing corporate policies and recommending new or amended policies as required.
6. Ensuring that council policies and practices will prevent unethical, questionable or illegal activities.
7. Providing a communication link between management, internal auditors/external auditors and Council.
8. Supporting measures to improve management performance and internal controls.

In addition to the common delegations (refer appendix attached) the Risk and Audit Committee is delegated the following Terms of Reference and powers:

Terms of Reference:

1. To receive regular reports regarding Council's financial and non-financial performance against Annual and Long Term Plans.
2. To consider reports related to significant expenditure outside of the Annual and Long Term Plans and make appropriate recommendations to Council.
3. To develop and monitor policy related to the following matters:
 - a) Financial management;

- b) Revenue generation;
 - c) Procurement and tendering; and
 - d) The appointment and remuneration of directors and CCOs
4. To monitor the probity of processes relating to policies developed by the Risk and Audit Committee.
 5. To provide clear direction to Council's CCOs on Council's expectations, including feedback on draft statements of intent.
 6. To receive Quarterly reports of Council's CCOs, including board performance.
 7. To undertake any reviews of CCOs and make appropriate recommendations for approval by Council.
 8. Review CCO requests for major transaction approval and recommend appropriate actions to Council.
 9. To monitor Council's debt and investments to ensure compliance with Council policy.
 10. To monitor the Council's outstanding debtors' positions.
 11. Engage with Council's external auditors regarding the external audit work programme and agree the proposed terms and arrangements of the external audit.
 12. Assess management response to audit reports and the extent to which external audit recommendations concerning internal accounting controls and other matters are implemented.

Internal Audit

13. Agree the scope of internal audits.
14. Monitor the delivery of the internal audit work programme and results
15. Assess whether Internal Audit's recommendations have been properly implemented by management.
16. Review the annual Internal Audit Plans to ensure appropriate organisational structures, authority, access, independence, resourcing and reporting arrangements are in place.

Other Matters

17. Review the effectiveness of the risk control environment established by management to safeguard Council's financial and non-financial assets, including the adequacy and appropriateness of insurance policies in place and management's actions to mitigate risks
18. Review the effectiveness of the systems for monitoring the Council's compliance against legislation, regulation, policy, and guidelines (including health and safety).
19. Conduct and monitor special investigations in accordance with Council policy and approved budget or in response to material matters raised by staff or committee members, including engaging expert assistance, on matters within its Terms of Reference.
20. Provide an annual review of Council's risk management framework and amend as required.
21. Review and monitor business continuity planning.

The Committee is delegated the following powers:

- The Committee may make recommendations to Council.
- The Committee may make recommendations to other Committees.
- The Committee will provide three-monthly reports to Council on its activities with appropriate recommendations.

Special Notes:

- In fulfilling their role on the committee, members shall be impartial and independent at all times.
- The Chairperson will be an independent appointment, not an elected member, to strengthen the independent nature of the Committee's monitoring responsibility of Council activities.
- Members are appointed for an initial term of no more than three years that aligns with the triennial elections, after which they may be eligible for extension or reappointment.
- The Chief Executive Officer and Chief Financial Officer are required to attend all meetings but are not members and have no voting rights. Other Council officers may attend the Committee meetings, as required.
- The Chairperson of the Committee shall review the travel and other reimbursed expenses of the Chief Executive Officer and confirm compliance with Council policies and practice. This information will be provided to the Chairperson on a monthly basis.
- The Chairperson shall review the travel and other reimbursed expenses of the Mayor and confirm compliance with Council policies. This information will be provided to the Chairperson on a monthly basis.
- The Chief Executive Officer (Principal Advisor) shall be responsible for drawing to the Committee's immediate attention to any material matter that relates to the financial condition of Council, any material breakdown in internal controls, and any material event of fraud or malpractice.
- The Chairperson shall present an annual Audit and Risk Self Review to Council summarising the Committee's activities during the year and any related significant results and findings.

Oversight of Policies:

- *Risk Management Framework*
- *Freeholding of Leasehold Land*
- *Revenue and financing*
- *Rates remission*
- *Development and financial contributions*
- *Significance and engagement*
- *Treasury Management*
- *Sensitive Expenditure*

Appendice - Common Delegations

The following delegations from Council are common to the Risk and Audit Committee, the Community, Environment and Services Committee and the Regulatory, Hearings and Planning Committee within their respective areas of responsibility.

General Principal

1. The work of these Committees will be in accordance with the priorities and work programme agreed by the Council.
2. These Committees have the powers necessary to perform the Committee's responsibilities, in accordance with the approved Long Term Plan and Annual Plan budgets. Subject to confirmation of compliance with the financial strategy.

These Committees will:

Strategy, plans and policy

1. Develop and agree to strategies, plans and policies for the purposes of consultation and/or engagement with community.
2. Recommend to Council for adoption.
3. Monitor and review as and when required.

Bylaws

1. Develop and agree to the statement of proposal for new or amended bylaws for consultation.
2. Recommend to Council new or amended bylaws for adoption.

Consultation and engagement

1. Ensure appropriate, effective and transparent engagement with the community, tangata whenua and other stakeholders.
2. Conduct any public engagement required on issues before the Committee, in accordance with Council's Significance and Engagement Policy.
3. Conduct hearings, where appropriate, to consider submissions from members of the public and external organisations, making determinations on such matters unless they are reserved for Council to decide.

Submissions and legislation

1. Approve submissions to external bodies/organisations on legislation and proposals, related to the Committee's areas of responsibility, that impact governance policy or matters.
2. Monitor and oversee strategic projects and programmes.
3. Monitor Council's Asset Management Plans/Strategic Infrastructure Plan.

Contracts

1. Approve and monitor contracts and other legally binding arrangements provided that such contracts/arrangements:
 - a) Do not require the approval of the whole of Council; and
 - b) Fall within the budget approved under the Long Term Plan or Annual Plan and have a value exceeding the Chief Executive's financial delegation.

Other

1. Consider and make decisions which are within the Chief Executive Officer's delegations, and which the Chief Executive Officer has referred to the Committee for recommendation to Council.
2. Consider and make decisions on operational matters that fall within a Committee's area of responsibility that are outside of delegations to the Chief Executive Officer or other Council officers.
3. Commission new Committee reports and work required to respond to significant or compliance issues, or to complete the agreed programme of Council.
4. Monitor Audit recommendations and ensure completion.

Risk and Audit Committee

Clocktower Chambers,
Palmerston Street, Westport



13 September 2023 03:00 AM

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RISK AND AUDIT COMMITTEE

13 SEPTEMBER 2023

AGENDA ITEM 1

Prepared by Douglas Marshall
Chief Financial Officer

APOLOGIES

1. REPORT SUMMARY

That the Risk and Audit Committee receive any apologies or requests for leave of absence from elected members.

2. DRAFT RECOMMENDATION

That there are no apologies to be received and no requests for leave of absence.

OR

That the Risk and Audit Committee receive apologies from *name* and accepts *name* request for leave of absence.

RISK AND AUDIT COMMITTEE

13 SEPTEMBER 2023

AGENDA ITEM 2

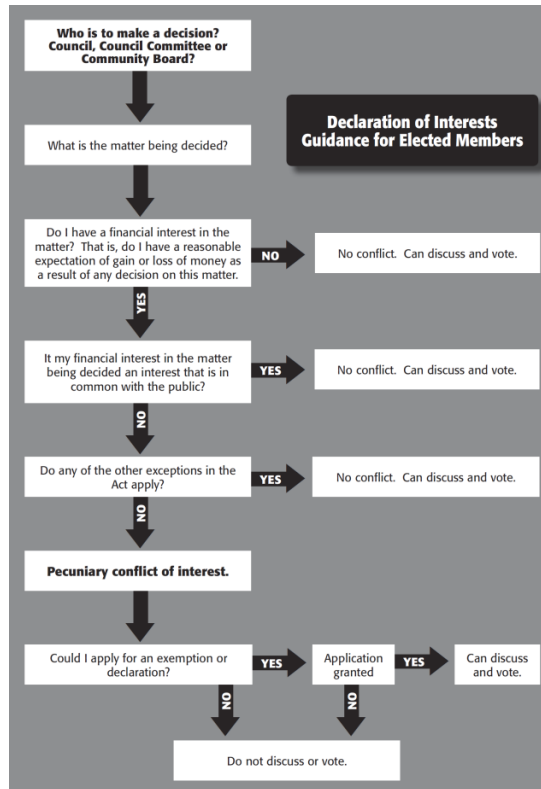
Prepared by Douglas Marshall
Chief Financial Officer

MEMBERS INTEREST

Members are encouraged to consider the items on the agenda and disclose whether they believe they have a financial or non-financial interest in any of the items in terms of Council's Code of Conduct.

Councillors are encouraged to advise the Governance Assistant, of any changes required to their declared Members Interest Register.

The attached flowchart may assist members in making that determination (Appendix A from Code of Conduct).



DRAFT RECOMMENDATION:

That Members disclose any financial or non-financial interest in any of the agenda items.

RISK AND AUDIT COMMITTEE

13 SEPTEMBER 2023

AGENDA ITEM 3

Prepared by Douglas Marshall
Chief Financial Officer

CONFIRMATION OF MINUTES

1. DRAFT RECOMMENDATION

That the Risk and Audit Committee receive and confirm minutes from the meeting of 16 August 2023.

MEETING OF THE RISK AND AUDIT COMMITTEE, HELD AT 3.30PM ON WEDNESDAY 16 AUGUST 2023 AT CLOCKTOWER CHAMBERS, PALMERSTON STREET, WESTPORT.

PRESENT: S Roche (Chair), Mayor J Cleine (via Zoom), DM A Basher, Councillors P Grafton, C Reidy, T O'Keefe, A Pfahlert, Cr G Neylon (via Zoom), R Sampson, L Webb (via Zoom), G Weston, N Tauwhare (Iwi Representative)

IN ATTENDANCE: S Judd (Acting CEO), D Marshall (Chief Financial Officer), L Brooks (Finance Manager), S Jope (Acting GM Customer Services), G Barrell (Governance Secretary)

MEETING DECLARED OPEN AT 3.31pm

1. APOLOGIES (Page 9)

Discussion:

Nil

RESOLVED That there are no apologies to be received and no requests for leave of absence.

**Cr A Pfahlert/DM A Basher
12/12**

CARRIED UNANIMOUSLY

2. MEMBERS INTEREST (Page 10)

Discussion:

Nil

RESOLVED that Members disclose any financial or non-financial interest in any of the agenda items.

**Cr G Weston/Cr P Grafton
12/12**

CARRIED UNANIMOUSLY

3. CONFIRMATION OF MINUTES (Page 11)

Discussion:

Cr C Reidy Page 17, items 12 and 13. The resolution for Item 13 was a duplication of Item 12 and needs to be changed. *Noted and amended.*

RESOLVED that the Risk and Audit Committee receive and confirm minutes from the meeting 12 July 2023 noting the above amendments.

Mayor J Cleine/Cr P Grafton
12/12
CARRIED UNANIMOUSLY

4. ACTION POINTS (Page 22)

Discussion:

215 Reserves Fund Contribution Paper: To be addressed in this agenda and further addressed at September RAC.

216 Port and Dredge: D Marshall advised that an email from Buller Coal has been circulated.

217 EY Follow Up: To be addressed in this agenda.

RESOLVED that the Risk and Audit Committee receive the Action Point Report for information.

Cr A Pfahlert/DM A Basher
12/12
CARRIED UNANIMOUSLY

5. RAC WORKPLAN (Page 24)

Discussion:

Nil

RESOLVED That the Risk and Audit Committee receive the Risk and Audit Workplan report for information.

Cr P Grafton/Cr T O'Keefe
11/1
Cr C Reidy against
CARRIED

6. RESERVE FUND CONTRIBUTION REPORT (Page 26)

Discussion:

L Brooks spoke to the report. She noted that this is still being completed for the end of year report.

A question was raised as to which cemetery fencing was mentioned. Ms Brooks will check this and advise.

D Marshall advised there is no minimum balance for this fund. Moreso the focus was the way funds were allocated now and for the future and looking at that structure. Ensuring the correct projects are being funded. The LTP will look at where the spending will go.

A question regarding \$955 being spent on tree planting - how many trees? Also, the building and community facilities coming in at just under \$36k. Which buildings and is the Waimangaroa Hall included in this figure?

Mayor J Cleine advised \$955 tree costing was for the preparation for a tree as well as a plaque for mounting to commemorate the coronation of the new King.

Ms Brooks will check which building and community facilities were referred to and report between now and the next RAC meeting.

Clarification for the application criteria and process for this fund was requested. This report will be brought back to councillors and will be added to the Action Points.

RESOLVED That the Risk and Audit Committee receive the Reserve Fund Contributions information paper as at 30 June 2023.

Cr T O'Keefe/Cr C Reidy
12/12
CARRIED UNANIMOUSLY

7. UPDATE DIRECTOR REMUNERATION REPORT (Page 27)

Discussion:

S Roche advised the fees which were set three years ago, were to be readdressed for the upcoming Buller Holdings Ltd AGM.

D Marshall spoke to the report. Will recirculate the attachment report via Diligent.

It was noted that the attachment states the organisation justify their board fee decisions by demonstrating that fees have been subjected to robust data etc. There is no report on whether directors themselves have done a good job.

Mayor J Cleine acknowledged these concerns and advised he'd had a conversation with the Board today as to whether this was done the around right way. Being done in a similar vein to the CEO performance. The discussion around performance is the next step in process of due process. This discussion is around what is considered a fair rate to pay a person fulfilling that particular role; not whether the specific person is right for the job.

RESOLVED that the Risk and Audit Committee recommend to the Council that the Directors fees payable to the Directors of Buller Holdings Limited be increased by 2.2% from the 2023 AGM as per the Institute of Directors snapshot fee review.

Cr C Reidy/DM A Basher
10/2
MOTION CARRIED

8. INVESTMENTS AND BORROWINGS REPORT (Page 39)

Discussion:

A typing error was advised in 3.6 typo on Page 40. The net debt should read as 'no more than \$25million'.

Cr R Sampson queried regarding funds recovery work that has been done; are we assured all the claims that we put in will be paid back to balance what has been paid?

It was clarified that this is something that staff watch for. At times claims were made where some parts are debated by government funding. Sometimes we are unable to claim. It is about managing cashflow and not having to break cash deposits etc.

RESOLVED that the Risk and Audit Committee receive the Investments and Borrowings report as at 30 June 2023 for information.

Cr J Howard/Cr P Grafton

12/12

CARRIED UNANIMOUSLY

9. PROJECTS IN PARTNERSHIP REPORT NEMA UPDATE (Page 49)

Discussion:

It was queried what is being paid in March 2024 regarding the retentions on the tiphead noted in the report. L Brooks noted the timings of the reporting and minutes makes understanding the payments etc a bit tricky.

S Roche advised that \$962k has been paid to Council. The holdover for retentions on the tiphead will be paid by NEMA in March 2024.

ACTION POINT: D Marshall will check \$ value for this and bring this to the next meeting.

Cr J Howard raised concern around pumping stations which were lifted. She requested this be noted as a risk in the LTP. D Marshall recommended this also be put on the Strategic Risk Register as well. He will discuss this with Ms Brooks.

Mayor J Cleine advised the pump stations were ranked in terms of priority. He suggested Better Off Funding for this.

He spoke regarding the retentions that some of these projects are coming in under budget which was allocated for them.

Mr Mayor further advised that he has only just been informed that unspent allocations only allow 40% being applicable to carryover to an alternate project. Anything over this 40% goes back to the government.

The PIP actual surplus for potential redistribution, subject to NEMA approval is \$286K. Mr Mayor has requested a table from PIP to come to Council, to ensure they don't lose sight of these underspends for redistribution.

RESOLVED that the Risk and Audit Committee receive the Projects in Partnership Update Report for information.

**Cr P Grafton/DM A Basher
12/12
CARRIED UNANIMOUSLY**

10. PUBLIC EXCLUDED REPORT (Page 84)

RESOLVED that the public be excluded from the following parts of the proceedings of the meeting.

Item No.	Minutes/Report of:	General Subject	Reason For Passing Resolution under LGOIMA
11	Douglas Marshall Chief Financial Officer	30 June 2022 Annual Report Follow up Issues Ernst & Young	<p>(s 7(2)(h)) - enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities; or</p> <p>(s 7(2)(i)) - enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations); or</p> <p>(s 7(2)(j)) - prevent the disclosure or use of official information for improper gain or improper advantage.</p>
12	Sean Judd Acting Chief Executive	PIP IAF Funded Project	<p>(s 7(2)(c)(i)) - Protect information which is subject to an obligation of confidence or which any person has been or could be compelled to provide under the authority of any enactment, where the making available of the information would:</p> <p>Be likely to prejudice the supply of similar information, or information from the same source, and it is in the public interest that such information should continue to be supplied;</p> <p>(s 7(2)(i)) - enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).</p>

**Cr G Neylon/Cr A Pfahlert
11/1
Cr C Reidy against
MOTION CARRIED**

There being no further business the meeting concluded at 5.01pm

- **Next meeting:** 16 August 2023, Clocktower Chambers, Westport

Confirmed: **Date:**

RISK AND AUDIT COMMITTEE

13 SEPTEMBER 2023

AGENDA ITEM 4

Prepared by Douglas Marshall
Chief Financial Officer

Attachment 1 Action Points

ACTION POINTS

1. DRAFT RECOMMENDATION

That the Risk and Audit Committee receive the Action Point report for information.

RAC Action Points - CURRENT

No.	Meeting Of / Action Point	Responsible	Update:	Date Required By:
215	17 May 2023 Reserves Fund Contribution Information Paper Paper to be brought to next RAC with updates	D Marshall	Papers for this will be distributed prior to the meeting on 12 July.	12 July 2023
		D Marshall	For discussion in August RAC	16 August 2023
		D Marshall	Due to staff illness this paper was delayed and will be RAC September	13 September 2023
218	16 August 2023 Pump Stations Lifting of pump stations to be added to the Strategic Risk Register	D Marshall		13 September 2023
219	16 August 2023 PIP NEMA Update \$ value to be checked and advised on holdover for retentions on the tiphead being paid by NEMA in March 2024	D Marshall		13 September 2023

RISK AND AUDIT COMMITTEE

13 SEPTEMBER 2023

AGENDA ITEM 5

Prepared by: Douglas Marshall
Chief Financial Officer

Attachments: Attachment 1 - RAC Work Plan

RISK AND AUDIT WORK PLAN

1. DRAFT RECOMMENDATION

That the Risk and Audit Committee receive the Risk and Audit Work Plan for information.

Risk and Audit Committee
Proposed Programme 2023 Calendar Year

Categories/Reports Proposed	SLT Member	Reporting Officer	September	October	November	December
Risk & Assurance Items						
NZTA Procedural Audit	IS	Manager Infrastructure Delivery				
Ernst & Young Report on BDC's Annual Report and its Preparation	CFO	Finance Manager				
Strategic Risk Register Update	CFO	CFO		✓		
Strategic Risk Framework Review	CFO		✓			
Health and Safety Report Update	CFO	HR	✓			✓
BHL Letter of Expectation	CFO					✓
CCO Statements of Intent	CFO	Finance Manager				
CCO Director Appointments and Remuneration	CFO	Finance Manager				
BHL Quarterly Financials	CFO	Finance Manager	✓			✓
BHL Annual Report	CFO	Finance Manager		Receive CCO Annual Reports		Adopt Annual Report
Westport Airport Authority Financials - 30 June	CFO	Finance Manager			✓	
Westport Airport Authority Financials - Half year	CFO	Finance Manager	✓			
Insurance	CFO	Management Accountant	Insurance Update Report			Finalise
Review of BDC Created Policy	CFO			✓		
Review of Business Continuity Plan	CFO				✓	
Internal Audits						
Dredge Activities	CFO	Project Accountant		✓		
Harbour Activities	CFO	Project Accountant			✓	
Follow-up on Ernst & Young Matters Raised in Their Annual Report	CFO	Finance Manager	✓			
Monitoring Items						
BDC Quarterly / Half Yearly Financials	CFO	Finance Manager			✓	
BDC Monthly Financial Performance Report	CFO	Financial Accountant	✓	✓	✓	✓
BDC Investments and Borrowings	CFO	Finance Manager	✓	✓	✓	✓
BDC Debtors	CFO	Finance Manager	✓			✓
BDC Capital Receipts and Expenditure	CFO	Financial Accountant			✓	
PIP Report	CEO	CEO	✓	✓	✓	✓
Capital Report Multi-Year Projects						✓

The following items are not directly related to the Risk & Audit work programme but are provided to note when staff have key programmes of work

Major Financially Based Reports to be Prepared in the 2023 Calendar Year						
Annual Plan						
Long Term Plan			Preparation	Preparation	Preparation	Preparation
BDC Annual Report			Preparation of Annual Report	Adoption Annual Report - Audit opinion issued		Publish Annual Report & Summary Document
Rating Policy Review						
Rating Policy Review			Preparation and review	Preparation and review	Preparation and review	Preparation and review

RISK AND AUDIT COMMITTEE

13 SEPTEMBER 2023

AGENDA ITEM 6

Prepared by Douglas Marshall
Chief Financial Officer

Reviewed by Steve Gibling
Chief Executive Officer

STRATEGIC RISK REGISTER

1. REPORT SUMMARY

The Strategic Risk Register was endorsed by the then, Finance Risk and Audit Committee (FRAC), 17 July 2019. This register identifies the organisational strategic risks and is monitored monthly by Senior Leadership Team and the Risk and Audit Committee.

The register will be updated quarterly or when new strategic risks are identified, or require changes.

2. RECOMMENDATION

That the Risk and Audit Committee note the updates received for the Strategic Risk Register as September 2023.

The numbers referred to below are the numbers from the specific register. Changes to this report since the last report in July 2023 are in red.

1. Coastal Erosion and Sea Inundation of Westport Airport Runway

A seawall has been put in place to reduce possibility of effect of erosion from sea surge. A review of the effectiveness of the seawall will occur July 2023.

The resource consent issued for this work requires monitoring reports to be provided to the Regional Council. These reports are prepared by using drones to take aerial photographs which are then compared with the previously taken photographs. This process also informs the Council's risk. The monitoring report will shortly be prepared and a report on findings made to the Council.

Nothing further to report at the date this report prepared.

*Progress update **December** 2023.*

2. Climate Change and Flooding Impacts on Council Assets and Infrastructure (Other Than Airport)

A large amount of the Stormwater assets have been repaired or are currently in the process of remediation. NEMA have also now approved several “betterment proposals” submitted by BDC, which will be undertaken in 2023. Waka Kotahi have now confirmed \$13.2 million of funding for repairs on local roads and the Karamea SPR.

Bundles of tender work now being issued to the contracting market per procurement process approved by Waka Kotahi. Update report to Council and PIP due in October 2023

The last Risk and Audit Committee noted the challenges with protecting old landfills in river beds and that every time there is a major flood event, there is a higher than desirable possibility of old landfill being exposed if material covering/protecting the landfill is removed by the flood. Further work on identifying this risk is required.

Progress update December 2023.

3. Major Flooding of Westport Township

Following the August 2022 red weather warning declaration, additional bund works were carried out under emergency work. Tranche 2 funding activity has commenced, and a programme of work developed to repair infrastructure from July/February floods.

Central Government have reviewed the Co-Investment Business Case and announced on 12 May that funding of \$22.9 million would be provided to assist with mitigating future Westport flooding. This was significantly less in \$ terms than requested. **The Council is represented on the Buller Flood Resilience Group which has commenced its work and will respond to this funding proposal.**

Further flood mitigation assessments are being undertaken by BDC / WestReef staff to Coates Street and a cost benefit analysis is being undertaken to ascertain the purchase of pumps versus hiring of pumps. Part of the business case request was for a stormwater infrastructure upgrade of \$12 million which was declined, but it would be considered as part of the Government’s Affordable Water programme. It is important to remember that the mitigation options for Westport stormwater range as high as \$41.5 million but this option has been selected due to its lowest financial cost.

Progress update December 2023

4. Central Government Three Waters Reform

No changes to control plan.

The Water Services Entities Act 2022 was amended in late August 2023 to establish 10 water services entities based on existing regional boundaries. This legislation allowed a staggered timeframe for establishing the entities with Entity 1, being the Canterbury/West Coast regional entity, commencing on 1 July 2025.

Progress update December 2023

5. Climate Change Impacts Public Safety

A Westport flood evacuation plan has been developed, peer reviewed and made publicly available for feedback. During the response to the August 2022 red weather warning river flooding event, this plan was a draft but allowed the Emergency Operations Centre (EOC) actions to be more effective demonstrating that lessons have been learnt from previous events.

Civil Defence are working with local Civil Defence community groups on more evacuation plans. Active plans exist for Karamea, Northern Buller, Carters Beach, Punakaiki, Reefton, Maruia/Springs Junction and Charleston. A plan for Waimangaroa is currently being progressed.

A group comprising of Council staff, lifeline services, emergency services, key suppliers of consumable goods, contractors and Civil Defence volunteers are enhancing planning and knowledge, in how to respond to the Alpine fault occurring. This work is currently Westport focused but will extend to the balance of the district in 2024.

Further work related to evacuation procedures for Westport is being undertaken as part of the Buller Flood Resilience Group.

Progress update December 2023.

6. Information Management

Project is progressing with the appointment of a staff resource to project manage the day-to-day issues with document management, while Information Leadership have been engaged to lead the development of the systems and processes needed for the document management system.

As reported in December 2022, this project will extend into the 2023/2024 financial year. Although quotes have been obtained to advance much quicker the digital capture of the Council's property files, the cost exceeds budgets and thus will continue to be done on as part of business as usual.

A report on progress to 30 June was to be prepared for this RAC agenda but will now be prepared for the October meeting.

Progress update October 2023.

7. Failure to Attract Business and Industry to the District

Partnership Programme Governance Group is transitioning towards oversight of the Tranche 2 funding programme. The Co-Investment business case for multi model adaptations has been submitted to Central Government. BDC is a strategic operational partner with The Alliance Coastal Shipping Group.

The partnership will generate income associated with the Kawatiri dredge and port. Buller Environmental Improvement & Prosperity strategy continues with partnerships Kotahitanga mō te Taiao (KMTT) and the Nature Conservancy.

Other projects have created up to \$2m funding and creation of local jobs. Westland Mineral Sands progressing the extractive business associated with Westport port; local employment opportunities are created. The Mayors for Jobs Taskforce has been funded for a further 12-months albeit in a different format however this still provides opportunities to support apprenticeships etc.

No change to above commentary.

Progress update *December 2023*

8. Financial Loss from Depreciate Assets and Unrealised Opportunities at Westport Port

Tranche 2 funding for the dredging of the harbour and river areas have been approved by Central Government, that project's funding totals \$4.7 million. A further dredge funding programme for the Westport harbour and river areas has been secured from Buller Port Limited totalling just over \$1.5 million.

These two funding programmes provide income until *April 2024* while contracts with Nelson Port for dredging (currently being undertaken) provide further cash to keep the dredge operational.

The Marpol regulations, which anticipated the dredge not being able to be operated after March 2025 with the current engine emissions, have been amended allowing the dredge to continue. More detail was included in the dredge report to the May 2023 Risk & Audit committee meeting.

Progress update *December 2023*.

9. Lack of Key Infrastructure for Growing Tourism Demands

Council to consider through the District Plan (TToPP) and additional regulations. Other infrastructure options and funding opportunities to be explored, alongside strategic planning for growth and development, with considerations to reforms, rebuild programmes, resilience and climate change.

No change to above commentary.

Progress update *December 2023*

17. Legal Compliance for Reserves

Regular meetings held with subcommittees. Terms of Reference in place for most, the others are under review. Health and safety requirements discussed, and any volunteer work now have records and risk assessments completed.

Currently working on developing AMPs / RMPs for all subcommittees – two members of BDC staff now have ongoing communications with the groups with oversight from Group Manager.

Progress update December 2023.

18. Reefton Water Supply Non-Chlorination

With budget agreed in the 2022 / 2023 Annual Plan, work is currently underway to proceed with this project.

A community engagement session held on 12 April in Reefton as part of roll-out of the Reefton Chlorination project.

There was a small crowd who were well engaged.

Significant communication will be ongoing, particularly when the chlorination units are switched on.

The national regulator for water services Taumata Arowai, will be providing an update to the water sector entities, and their communities, in the coming months on progress with regulation compliance.

Progress update December 2023.

3. ISSUES & DISCUSSION

Council developed and adopted a Risk Management Framework based on the International Standard ISO 31000:2018 Risk Management Guidelines, and the previous version AS/NZS ISO 31000:2009 Risk Management Standard, as well as benchmarking against select local government authorities' Risk Management Frameworks.

An effective and efficient Risk Management Framework must be adequately resourced and supported at the very top of an organisation's hierarchy. The Risk and Audit Committee (comprising of full Council) has been established with the purpose of endorsing management's risk approach, as well as assessing, monitoring and reporting on key risks. Effective risk management also requires a 'no blame' culture as well as clear lines of accountability and pathways for risk escalation.

Discussions have been had with the company that helped prepare the original Buller District Council's Risk Management Framework to work out a work programme and timing for updating the register.

Staff expect to start this work before Christmas.

This review will also involve an update of the risk schedule for the Council and a review of how we report risk in the future.

Risk Assessment Matrix to Enable Easy Review.

Table 7: Risk Assessment Matrix

		Risk Assessment Matrix				
Consequence	Catastrophic (5)	5	10	15	20	25
	Major (4)	4	8	12	16	20
	Moderate (3)	3	6	9	12	15
	Minor (2)	2	4	6	8	10
	Insignificant (1)	1	2	3	4	5
		Rare (1)	Unlikely (2)	Possible (3)	Likely (4)	Almost certain (5)
		Likelihood				

RISK AND AUDIT COMMITTEE

13 SEPTEMBER 2023

AGENDA ITEM 7

Prepared by - Linda Eggers
- Human Resources and Health & Safety Support Officer

- Kate Salmond
- HR Manager

Reviewed by - Douglas Marshall
- Chief Financial Officer

HEALTH AND SAFETY REPORT

1. REPORT SUMMARY

This Health and Safety report is intended to provide the Committee with insight into initiatives and activities including their progress as part of our organisational commitments to providing a safe and healthy workplace.

2. RECOMMENDATION

That the Finance, Risk and Audit Committee receive the Health and Safety report as at 31 July 2023 for information.

3. ISSUES & DISCUSSION

3.1 Health, Safety and Wellbeing in the Workplace

Council adopted the new Health and Safety Management System July 2021, with implementation occurring across all of Council's operations. Employees were recently given the opportunity to attend further training on Damstra to assist them with some challenges they were experiencing in relation to certain aspects of its functionality.

A summary of reporting is as follows:

Period	Incidents Reported	Injuries Reported	Lost Time Hours	Observations	Near miss
1 Feb 2023 to 30 April 2023	13	2	0	2	0
1 May 2023 to 31 July 2023	18	1	0	4	1

The last reporting quarter, 1 May 2023 to 31 August 2023 notes the following specifics:

Incidents reported relate to public interaction of a moderate nature, plant and equipment, security breach and property damage incidents of a minor nature.

The injury reported was of a minor nature, with first aid treatments applied.

Four observations were submitted in respect of Westport Airport, mainly in relation to maintenance items:

- AWS Calibration & Service
- Slope infringement check
- Annual runway light calibration
- Runway marking part 139 navigations aids

The Westport Library has noted three incidents regarding security concerns. A Lone Worker Policy is currently being drafted to support such risks and concerns. No employees or customers were impacted by the potential risks identified.

The NBS Theatre employees noted an incident which involved a vulnerable customer who was experiencing confusion, entering the premises. This incident was dealt with diligently by employees.

In respect of the potential risks presented within the library and theatre areas, a CCTV Policy and Procedure is currently being drafted for employee consultation and implementation. Protocols and contact details of the relevant emergency services required for the management of difficult situations will be implemented in the business areas we feel require this.

3.2 Risk Assessment – Occupational Violence and Aggression

Occupational violence and aggression (OVA) include actions and behaviours that can create a risk to the health and safety of workers, creating a negative impact on the wellbeing.

Examples of OVA include:

- Physical acts such as pushing, shoving, grabbing.
- Standing over someone.
- Throwing objects, damaging property.
- Verbal abuse and threats including yelling, swearing, calling names.
- Using or threatening to use a weapon.
- Sexual harassment or assault.

Buller District Council has an obligation to ensure, so far as is reasonably practicable:

- The health and safety of its workers or those who are influenced or directed by the BDC.
- That the health and safety of other people is not put at risk from work carried out as part of the conduct of the business or undertaking (for example its visitors and customers).
- Provide and maintain a work environment, plant and systems of work that are without risks to health and safety.
- Provide information, training, instruction or supervision to protect workers and others from risks to their health and safety.

However, here are internal risk factors that may impact the level of risk:

- Work environment - some can increase the likelihood of OVA from customers or service users.
- The workplace - its access and exit points, general layout, public areas, waiting and interview rooms, reception area.
- Work practices that may contribute to OVA. For example, long waiting lines, poor customer service, inconsistent service.
- Staffing - including the number, competency, experience, training.

- Security – including duress alarm systems, communication systems, regular testing, and drills.
- Response procedures - how workers are helped during and after an incident.

3.3 Employee Welfare

As we recognise that BDC employees may be impacted by various internal and external welfare factors, we have made the decision to form a Wellness Committee which we plan to have in place by the end of 2023.

The Wellness Committee will assist with planning and executing the BDC Wellness Plan which will be centred around the needs of our employees, as well as the business needs.

Current welfare initiatives are provided by the availability of:

- Employee Assistance Programme, which offers free counselling and a dedicated staff supporter.
- WARN (Wellness, Awareness, Resilience & Negotiation) e-learning.

We are also in the process of having a number of employees trained and engaged as Mental Health First Aiders.

BDC has a number of current risk mitigations in place for employees, varying from:

- Health & Safety Inductions and new starter Risk Assessments.
- Development of workers working with angry and aggressive customers.
- Scenario training for workers working with angry and aggressive customers.
- Security screens and doors.
- CCTV installed including signage for the public to reduce the likelihood.
- Immediate Support via activation of the Green Button.

There are further control measures required to be implemented to enable a safer environment for BDC workers to ensure that we are meeting our obligations:

- De-escalation training of workers.
- Review of policy and procedures for post incident trauma.
- Redesign of reception area at brougham house that allow standing to greet away from counter, privacy, space and triaging.

- Secure parking and quality lighting for all BDC parking areas.
- Risk assessments prior to risk activity occurring.
- Dynamic risk assessment training and development.
- Public Meeting security.

Whilst considerable progress has been made there still significant improvements required which include the imbedding of training and development, culture transformation and understanding of Health & Safety process and procedures.

3.4 Revised Health & Safety Committee

Due to numerous business changes, there was a need to revise and reset our Health and Safety Committee. This has now been successfully completed, with H&S Representatives from all key business areas being assigned. H&S meetings are now taking place monthly, with actions and follow up requirements being dealt with promptly.

3.5 Safety Reporting Systems

Damstra has now been merged with Buller Holdings.

3.6 COVID-19 Update

With the recent announcement of the removal of the Covid Protection Framework (CPF) across New Zealand, Council continues to encourage employees to conform with the current Government guidance around Covid-19. Current Government guidance has been reiterated to all employees, via email.

Hand sanitiser, antibacterial surface wipes and face masks have also been made available to all employees and we have actively distributed these items to our customer facing teams given the increased level of interaction required within such departments.

RISK AND AUDIT COMMITTEE

13 SEPTEMBER 2023

AGENDA ITEM 8

Prepared By: Douglas Marshall
Chief Financial Officer

Reviewed By: Steve Gibling
Chief Executive Officer

Attachment 1 Overview of Insurance policies held as at 1 November 2022

Attachment 2 Schedule of buildings/improvements insured as at 1 November 2022

INSURANCE COVER 1 NOVEMBER 2022 – SEPTEMBER 2023 UPDATE

1. REPORT PURPOSE

This report is provided to give the Committee an update on the insurance policies held by the Council as at 1 November 2022, when the insurance renewal occurs, and what the insurance placement cost are going to be as at 1 November 2023.

2. DRAFT RECOMMENDATION

- 1. That the Risk and Audit Committee receive the insurance replacement update as at September 2023.**
- 2. That the Risk and Audit Committee provide feedback on the facilities or areas identified**

3. BACKGROUND

Insurance is held by the Council to mitigate the financial loss if it ever occurred within a Council activity. Councillors will be familiar with some or all of the buildings and facilities and may be able to provide feedback on the schedule. Officers are seeking Councillor feedback on any buildings or facilities that they may be familiar with in their community. This check is twofold:

1. Check that the asset is described correctly.
2. Ask the question – should we insure this asset?

Council are able to save costs in the property area if they decide that the future needs of the community do not require the asset which thus saves on the need to insure plus the need to repair and maintain. The asset can also be sold, thus freeing up funds for the community on more important activities.

This can be a difficult discussion to have with a community due to the long term attachment that they can have with a facility such as a community hall. Any decision on the future of community facilities needs to be undertaken using appropriate consultation/engagement arrangements and after considering the Significance and Engagement Policy.

Infrastructure insurance is purchased as part of a collective buying arrangement. The trustee liability policy for Buller Health was annually on-charged to them but since July 2023, they organise their own cover.

Claims on all policies have been limited and of minimal value this year.

The premium cost for the 12 months commencing 1 November 2022 was \$789,458 plus GST.

The budget for the coming 12 months is \$885,710 plus GST.

Market information from other Councils that place their insurance at 1 July each year is that premiums have moved 20%. Such a movement would indicate a potential budget of \$946,000 plus GST.

Savings would need to be considered. Staff have started the process of considering how such a movement could be accommodated.

Attachment 1 is a summary of the policies that the Council currently holds.

Attachment 2 lists all of the buildings/contents that are insured. There is a combination of cover using replacement/indemnity cover.

4. OPTIONS

There are no specific options for the Committee to consider in this report. However, the feedback provided from the Committee will shape up the future options around the nature of insurance coverage.

5. CONSIDERATIONS

5.1 Strategic Alignment

Not relevant to this report.

5.2 Significance Assessment

Not relevant to this report

5.3 Tangata Whenua Considerations

The decision does not involve a significant decision in relation to ancestral land or a body of water or other elements of intrinsic value. Therefore, this decision does not specifically impact tangata whenua, their culture, and traditions.

5.4 Risk Management Implications

Receiving this paper and acting on the recommendations is key part of managing the various risks that the Council has which it endeavours to mitigate by the placing of insurance cover.

5.5 Policy Framework Implications

Accepting this paper does not provide Council with a significant risk.

5.7 Legal Implications

There are no legal implications with this report and the recommendation.

5.8 Financial / Budget Implications

Most of this work outlined in this report can be undertaken using Council staff resources.

5.9 Consultation Considerations

There is no consultation with the public required on this issue.

Renewal Commentary and Summary of Cover

Material Damage

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy wording.

The Policy Covers	<i>Subject to the limits, sub-limits, terms, exclusions, and conditions of the Policy, Policy Schedule and Schedule of Declared Values:</i> Material Damage Covers damage unforeseen and unintended by the insured to insured property at the location/s shown in the schedule of declared values .
Period of Insurance	From 4.00 p.m. 01 November 2022 to 4.00 p.m. 01 December 2022 local time
The Insured	Buller District Council and/or associated and/or subsidiary companies and/or Council Controlled Organisations, Body(ies) Corporate (s) for their respective rights and interests and/or as may be agreed
Business Description	Local Authority; Council Controlled Organisations, including Port Operations, Airport Operations and ownership and/or occupation of premises.

Material Damage			
Limit of Liability	As per Schedule		
Sums Insured	Buildings / Above Ground Infrastructure	As per Schedule	
	Contents, Plant and Machinery	As per Schedule	
	Stock	Not Insured	
	Total Sum Insured for Section 1 Material Damage	As per Schedule	
Values at risk at each location are as per the Schedule of Declared Values dated 17/12/2021			
Sub-Limits	3.2(d) Works of Art, Curios and Antiques	\$100,000	
	5.2 Alternative Residential Accommodation	\$100,000	
	5.3 Capital Additions	\$1,000,000	
	5.5 Contractual Value	\$50,000	
	5.6 Electrical Damage	\$50,000	
	5.9 Gradual Damage	\$50,000	
	5.11 Illegal Drug Contamination	any one event during the period of insurance	\$30,000 \$250,000
	5.12 Keys and Locks		\$50,000
	5.13 Landslip		\$1,000,000
	5.14 Money business hours	Section A during Section B outside business hours	\$100,000 \$10,000

Material Damage			
	5.17	Property in the Course of Construction	\$1,000,000
	5.26	Restoration and Reproduction Costs – Proof Materials	\$25,000
	5.23	Removal of Debris	\$25,000
	5.28	Spoilage	\$10,000
	5.29	Subsidence	\$1,000,000
	5.30	Sustainable Rebuilding Costs	\$100,000
	5.32	Transit of Property	\$100,000
	5.34	Unspecified Locations	\$100,000
Optional Extensions	6.1	Declaration Stock Conditions	Not Included
	6.2	Machinery Breakdown	Not Included
	6.3	Pressure Vessel	Not Included
DEDUCTIBLES: Non-Natural Disaster (inclusive of GST)			
Material Damage	Each and every loss or series of losses arising from one event		\$10,000
	<i>Except for:</i>		
	Landslip or Subsidence		\$10,000
Additional Deductibles	Dwellings		\$5,000
	Flood		\$25,000
	Weather Perils		\$25,000
DEDUCTIBLES: Natural Disaster (inclusive of GST)			
The natural disaster deductible will be calculated as shown below and applies to the combined Material Damage and Business Interruption loss for any one event at each location where there is damage .			
West Coast	2.5% of the Material Damage location sum insured but not less than		\$2,500
	<i>or, for Pre-1935 Risks:</i>		
	10% of the Material Damage location sum insured but not less than		\$10,000
Endorsements			
Endorsements	NZI Endorsement to Aon Vertex MDBI Policy 1217		
	NZI COMMUNICABLE DISEASE EXCLUSION 0121 NZ7195/2		
	Your Material Damage and Business Interruption Policy is amended as follows:		
	Notwithstanding any provision to the contrary in this policy or any other endorsement thereto:		
	This policy does not cover any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with any:		
	1. Communicable Disease;		
	2. notifiable organism or disease under the Biosecurity Act 1993;		
	3. fear or threat (actual or perceived) or action taken to control or prevent or suppress any of the diseases, conditions or circumstances described in this exclusion.		
	Subject to the other terms, conditions and exclusions of this policy, this exclusion will not apply to physical damage to property insured or any Time Element Loss directly resulting therefrom where such physical damage is directly caused by or arising from		

Endorsements

any of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, rainstorm, hail, tornado, cyclone, typhoon, hurricane, landslide, earthquake, seismic and/or volcanic activity, tsunami, flood, freeze, weight of snow or ice, avalanche, meteor/asteroid impact, riot, riot attending a strike, civil commotion, vandalism, malicious mischief.

Definitions

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes, but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Time Element Loss means business interruption, contingent business interruption or other consequential losses covered by the policy.

NZI CYBER EXCLUSION 0121 NZ7194/2

Your Material Damage and Business Interruption Policy is amended as follows: Notwithstanding any provision to the contrary in this policy or any other endorsement thereto:

This policy does not cover any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with any:

1. Cyber Act or Cyber Incident, including any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
2. loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount relating to the value of such Data.

Subject to the other terms, conditions and exclusions of this policy, exclusion (1.) shall not apply to physical loss or physical damage to insured property or any Time Element Loss directly resulting therefrom where such physical loss or damage is directly caused by any of the following:

- (a) theft or forcible entry;
- (b) storm, windstorm, hail, tornado, cyclone, hurricane;
- (c) fire, lightning or explosion;
- (d) earthquake, volcano activity or tsunami;
- (e) flood, freeze or weight of snow;
- (f) aircraft impact or vehicle impact or falling objects;
- (g) water damage;
- (h) loss of or damage to refrigerated goods due to a change in temperature.

Provided that there is no cover where such loss, damage or Time Element Loss is directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with a Cyber Act.

Definitions

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller and including any similar system or

Endorsements

configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Time Element Loss means business interruption, contingent business interruption or other consequential losses covered by the policy.

COMMERCIAL COOKING ENDORSEMENT (PART 1)

If cooking is undertaken on any premises covered by this policy which are owned or occupied by the Insured, it is a requirement of the policy that the following conditions are met at all times.

A. In respect of all premises:

1. Extraction hoods and flues

Where the operation has an extraction hood and flue, grease filters must be fitted in the flue and made easily accessible for cleaning. Cleaning must be carried out at frequent and regular intervals as necessary. All associated ducting and fans must be inspected regularly (not less than annually) and cleaned as required.

2. Fire extinguishers

For all cooking operations there is to be a minimum of one 'ABE' rated fire extinguisher in accordance with AS/NZS 1850:2009 [Portable fire extinguishers-classification, rating and performance testing] and installed in accordance with NZS 4503:2005 [Hand operated firefighting equipment], including:

(a) having correct signage and blazon, and

(b) being annually inspected by an approved Fire Extinguisher Service Agent of the Fire

Protection Association of New Zealand and maintained in efficient working order.

B. In respect of deep fryers:

1. Cut outs and thermostats

To prevent overheating, separate external non-adjustable cut-out mechanisms and manual

reset only cut-out mechanisms, must be fitted (and operating) to each deep fryer.

All cut-outs, thermostats, heating elements, heaters and associated controls are to comply with the relevant New Zealand Standard and Code of Practice and must be maintained in a safe and efficient working condition at all times and be checked annually by a qualified service technician. A record of the annual check by a qualified service technician must be kept for each deep fryer.

Each deep fryer must comply with the applicable electrical or gas regulations.

2. Food scraps

All food skimmings, removed from the deep fryer must be placed in closed metal containers at all times. When the part of the enterprise which undertakes deep frying ceases normal operations for the day or night the food skimmings must be removed from the building and placed in a closed metal container.

3. When a deep fryer is not in use

When a deep fryer is not expected to be in use for more than four hours, or is otherwise

inoperative, the following must be complied with:

(a) The deep fryer must be switched off at the appliance and isolated from the energy source. Isolation from the energy source must be via a separate isolator switch, located 'upstream' from the appliance, and

(b) The deep fryer must have a correctly fitting metal lid which must be promptly placed in its closed position.

COMMERCIAL COOKING ENDORSEMENT (PART 2)

C. In respect of shallow frying:

1. Never unattended

Shallow fryers must never be left unattended at any time while the heat source is switched on.

2. Fire blanket

Endorsements

There must be a fire blanket available for use located no closer than two metres from the appliance.

3. Switched off and oil drained

When shallow frying ceases, each appliance used for shallow frying must be promptly removed from the heat source and all oil must be drained into a metal container.

D. In respect of deep frying and shallow frying

1. Extraction hoods and flues

A functioning extraction system, with metal extraction hood with the metal flue venting externally must be installed above the area in which any deep frying or shallow frying occurs.

2. Fire Extinguishers

Where deep frying or shallow frying occurs, there is to be a minimum of one 'F' rated fire extinguisher in accordance with AS/NZS 1850:2009 and installed in accordance with NZS4503:2005, including being correctly mounted no closer than two metres of the deep fryer or shallow frying equipment and being the nearest extinguisher to the deep fryer.

E. When the Insured is not the operator of the cooking operation

Where the Insured is not the operator of the cooking operations the Insured must:

1. instruct the operator, in writing within 30 days of commencement of the period of insurance, and at the time of any change of operator that compliance with the conditions of this endorsement is a condition of this insurance and it is the responsibility of the operator to ensure compliance, and
2. annually check that the operator is adhering to these conditions and where non-adherence is identified immediately inform the operator in writing of the requirement to adhere. Following any written notice relating to non-adherence the Insured must undertake a follow-up check within 8 weeks to ensure the operator is adhering to the conditions of this endorsement, and
3. advise the operator that any failure to comply with the conditions of this endorsement which result in damage or the destruction of the premises will render the operator responsible for all increased insurance costs the Insured faces as a result of that damage or destruction.

Definitions

For the purposes of this endorsement the following definitions apply:

Deep Fryer: a purpose-built vessel with an inbuilt element(s) or heater whether fuelled by electricity, gas or other means, the working capacity of which is greater than 3.5 litres of cooking medium.

Deep Frying: means the process of using the deep fryer.

Shallow Fryer: frying equipment (which may not have been purpose built for deep frying), including for example but not limited to, a wok, where food is being immersed in oil for cooking.

Shallow Frying: means the process of using the shallow fryer.

WEATHER EXCESS

For clarity, noted and agreed this includes claims for flood.

JETTIES/WHARVES/PONTOONS/SLIPWAYS

Noted as Indemnity Value Only

Where the schedule shows any item(s) of insured property is insured for Fire and Specified Perils, the following applies: You are insured for any sudden and accidental loss to insured property at the situation caused by any of the following: fire, lightning or explosion, storm or flood, hail, snow, ice or frost, aircraft or other aerial or spatial devices or articles dropped from them, impact by any vehicle or animal, riot or labour disturbance, intentional damage or vandalism.

General Policy Information

Policy Wording

1217 Vertex New Zealand Material Damage and Business Interruption

Material Damage– Cover Summary

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy wording.

The Policy Covers	<p><i>Subject to the limits, sub-limits, terms, exclusions, and conditions of the Policy, Policy Schedule and Schedule of Declared Values:</i></p> <p>Section 1 – Material Damage Covers damage unforeseen and unintended by the insured to insured property at the location/s shown in the schedule of declared values.</p> <p>Section 2 – Business Interruption Covers loss resulting from interruption or interference with the business carried on by the insured at the premises in consequence of insured damage.</p>
Period of Insurance	From 4.00 p.m. 1 December 2022 to 4.00 p.m. 1 November 2023
The Insured	<ul style="list-style-type: none"> ▪ Buller District Council ▪ and/or associated and/or subsidiary companies and/or Council Controlled Organisations, Body(ies) Corporate (s) for their respective rights and interests and/or as may be agreed
Business Description	Principally Local Authority; Council Controlled Organisations, including Port Operations, Airport Operations and ownership and/or occupation of premises. and any other activities incidental thereto.

SECTION 1: Material Damage

Limit of Liability

Sums Insured	Buildings	As per schedule
	Contents, Plant and Machinery	As per schedule
	Stock	As per schedule
	Total Sum Insured for Section 1 Material Damage	As per schedule
	Values at risk at each location are as per the Schedule of Declared Values dated 1 December 2022	
Additional Limits	5.3 Capital Additions	\$1,000,000
	5.17 Property in the Course of Construction	\$1,000,000
	5.23 Removal of Debris	\$25,000
	5.30 Sustainable Rebuilding Costs	\$100,000
Sub-Limits	3.2(d) Works of Art, Curios and Antiques	\$100,000
	5.2 Alternative Residential Accommodation	\$100,000
	5.5 Contractual Value	\$50,000
	5.6 Electrical Damage	\$50,000
	5.9 Gradual Damage	\$50,000
	5.11 Illegal Drug Contamination	any one event during the period of insurance \$30,000 \$250,000
	5.12 Keys and Locks	\$50,000
	5.13 Landslip	\$1,000,000

SECTION 1: Material Damage			
	5.14	Money	Section A Section B \$100,000 \$10,000
	5.26	Restoration and Reproduction Costs – Proof Materials	\$100,000
	5.28	Spoilage	\$10,000
	5.29	Subsidence	\$1,000,000
	5.32	Transit of Property	\$100,000
	5.34	Unspecified Locations	\$100,000
Optional Extensions	6.1	Declaration Stock Conditions	Not Included
	6.2	Machinery Breakdown	Not included
	6.3	Pressure Vessel	Not included
SECTION 2: Business Interruption			
Limit of Liability			NOT INSURED
Sums Insured	Item No. 1	Gross Profit	Not Insured
	Item No. 2	Gross Revenue	Not Insured
	Item No. 3	Gross Rentals (Rents Receivable)	Not Insured
	Item No. 4	Payroll Wages	Not Insured
	Item No. 5	Payroll (Dual Wages)	Not Insured
	Item No. 6	Additional Costs	Not Insured
	Item No. 7	Redeployment Expenses	Not Insured
	Item No. 8	Research Establishment Expenditure	Not Insured
	Item No. 9	Severance and Redundancy Payments	Not Insured
	Item No. 10	Claims Preparation Costs	Not Insured
	Item No. 11	Outstanding Debtor Balances	Not Insured
	Total Sum Insured for Section 2 Business Interruption		Not Insured
	Values at risk at each location are as per the Schedule of Declared Values dated 1 December 2022		
Premises	All premises owned or occupied by the insured , including locations and all other places where the insured property is used or to be used for the purpose of the business , anywhere in New Zealand		
Indemnity Period	Not Applicable		
Sub Limits of Liability	9.2	Acts of Civil Authorities – 10% of the total Business Interruption sum insured subject to a maximum	N/A
	9.4	Contractual Commitments	N/A
	9.7	Dependency – 10% of the total Business Interruption sum insured subject to a maximum	N/A
	9.9	Fumes, Gases and Toxic Chemicals – 10% of the total Business Interruption sum insured subject to a maximum	N/A

DEDUCTIBLES: Non-Natural Disaster (inclusive of GST)

Material Damage	Each and every loss or series of losses arising from one event	\$10,000
	<i>Except for:</i> Landslip or Subsidence	\$10,000
Other Deductibles	Buller District Council - Dwelling	\$5,000
	Buller District Council - Weather and Flood perils	\$25,000
	Weather and Flood perils	\$25,000
	9.2 Acts of Civil Authorities	24 hours
	9.7 Dependency	24 hours
	9.9 Fumes, Gases and Toxic Chemicals	24 hours

DEDUCTIBLES: Natural Disaster (inclusive of GST)

The **natural disaster deductible** will be calculated as shown below and applies to the combined Material Damage and Business Interruption loss for any one **event** at each **location** where there is **damage**.

West Coast	2.5% of the Material Damage location sum insured but not less than	\$10,000
	<i>or, for Pre-1935 Risks:</i> 10% of the Material Damage location sum insured but not less than	\$10,000
Other Business Interruption Deductibles	9.2 Acts of Civil Authorities	7 days
	9.7 Dependency	14 days
	9.9 Fumes, Gases and Toxic Chemicals	14 days

Endorsements

Insurer Endorsements	VERTEX MDBI POLICY – NZI ENDORSEMENT 1217
	NZI CO-INSURANCE ENDORSEMENT
	NZI COMMERCIAL COOKING ENDORSEMENT
	If cooking is undertaken on any premises covered by this policy which are owned or occupied by the Insured, it is a requirement of the policy that the following conditions are met at all time
	A. In respect of all premises:
	1. Extraction hoods and flues
	Where the operation has an extraction hood and flue, grease filters must be fitted in the flue and made easily accessible for cleaning. Cleaning must be carried out at frequent and regular intervals as necessary. All associated ducting and fans must be inspected regularly (not less than annually) and cleaned as required.
	2. Fire extinguishers
	For all cooking operations there is to be a minimum of one 'ABE' rated fire extinguisher in accordance with AS/NZS 1850:2009 [Portable fire extinguishers-classification, rating and performance testing] and installed in accordance with NZS 4503:2005 [Hand operated firefighting equipment], including:
	(a) having correct signage and blazon, and
	(b) being annually inspected by an approved Fire Extinguisher Service Agent of the Fire Protection Association of New Zealand and maintained in efficient working order.
	B. In respect of deep fryers:

Endorsements

- (a) Cut outs and thermostats To prevent overheating, separate external non-adjustable cut-out mechanisms and manual reset only cut-out mechanisms, must be fitted (and operating) to each deep fryer. All cut-outs, thermostats, heating elements, heaters and associated controls are to comply with the relevant New Zealand Standard and Code of Practice and must be maintained in a safe and efficient working condition at all times and be checked annually by a qualified service technician. A record of the annual check by a qualified service technician must be kept for each deep fryer. Each deep fryer must comply with the applicable electrical or gas regulations
- (b) Food scraps All food skimmings, removed from the deep fryer must be placed in closed metal containers at all times. When the part of the enterprise which undertakes deep frying ceases normal operations for the day or night the food skimmings must be removed from the building and placed in a closed metal container.
- (c) When a deep fryer is not in use When a deep fryer is not expected to be in use for more than four hours, or is otherwise inoperative, the following must be complied with: (a) The deep fryer must be switched off at the appliance and isolated from the energy source. Isolation from the energy source must be via a separate isolator switch, located 'upstream' from the appliance, and (b) The deep fryer must have a correctly fitting metal lid which must be promptly placed in its closed position

C. In respect of shallow frying:

- a) Never unattended Shallow fryers must never be left unattended at any time while the heat source is switched on.
- b) Fire blanket There must be a fire blanket available for use located no closer than two metres from the appliance.
- c) Switched off and oil drained When shallow frying ceases, each appliance used for shallow frying must be promptly removed from the heat source and all oil must be drained into a metal container.

D. In respect of deep frying and shallow frying

1. Extraction hoods and flues A functioning extraction system, with metal extraction hood with the metal flue venting externally must be installed above the area in which any deep frying or shallow frying occurs.
2. Fire Extinguishers Where deep frying or shallow frying occurs, there is to be a minimum of one 'F' rated fire extinguisher in accordance with AS/NZS 1850:2009 and installed in accordance with NZS 4503:2005, including being correctly mounted no closer than two metres of the deep fryer or shallow frying equipment and being the nearest extinguisher to the deep fryer.

E. When the Insured is not the operator of the cooking operation

Where the Insured is not the operator of the cooking operations the Insured must:

1. instruct the operator, in writing within 30 days of commencement of the period of insurance, and at the time of any change of operator that compliance with the conditions of this endorsement is a condition of this insurance and it is the responsibility of the operator to ensure compliance, and
2. annually check that the operator is adhering to these conditions and where non-adherence is identified immediately inform the operator in writing of the requirement to adhere. Following any written notice relating to non-adherence the Insured must undertake a follow-up check within 8 weeks to ensure the operator is adhering to the conditions of this endorsement, and
3. advise the operator that any failure to comply with the conditions of this endorsement which result in damage or the destruction of the premises will render the operator responsible for all increased insurance costs the Insured faces as a result of that damage or destruction.

Definitions For the purposes of this endorsement the following definitions apply:

Endorsements

Deep Fryer: a purpose-built vessel with an inbuilt element(s) or heater whether fuelled by electricity, gas or other means, the working capacity of which is greater than 3.5 litres of cooking medium.

Deep Frying: means the process of using the deep fryer.

Shallow Fryer: frying equipment (which may not have been purpose built for deep frying), including for example but not limited to, a wok, where food is being immersed in oil for cooking.

Shallow Frying: means the process of using the shallow fryer.

JETTIES/WHARVES/PONTOONS/SLIPWAYS

Noted as Indemnity Value Only

Where the schedule shows any item(s) of insured property is insured for Fire and Specified Perils, the following applies:

You are insured for any sudden and accidental loss to insured property at the situation caused by any of the following: fire, lightning or explosion, storm or flood, hail, snow, ice or frost, aircraft or other aerial or spatial devices or articles dropped from them, impact by any vehicle or animal, riot or labour disturbance, intentional damage or vandalism.

NZI COMMUNICABLE DISEASE EXCLUSION 0121 NZ7195/2

Your Material Damage and Business Interruption Policy is amended as follows:

Notwithstanding any provision to the contrary in this policy or any other endorsement thereto: This policy does not cover any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with any:

1. Communicable Disease;
2. notifiable organism or disease under the Biosecurity Act 1993;
3. fear or threat (actual or perceived) or action taken to control or prevent or suppress any of the diseases, conditions or circumstances described in this exclusion.

Subject to the other terms, conditions and exclusions of this policy, this exclusion will not apply to physical damage to property insured or any Time Element Loss directly resulting therefrom where such physical damage is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, rainstorm, hail, tornado, cyclone, typhoon, hurricane, landslide, earthquake, seismic and/or volcanic activity, tsunami, flood, freeze, weight of snow or ice, avalanche, meteor/asteroid impact, riot, riot attending a strike, civil commotion, vandalism, malicious mischief.

Definitions

Communicable Disease means any disease which can be transmitted by means of any substance or agent

from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes, but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Time Element Loss means business interruption, contingent business interruption or other consequential losses covered by the policy

NZI CYBER EXCLUSION

Your Material Damage and Business Interruption Policy is amended as follows:

Notwithstanding any provision to the contrary in this policy or any other endorsement thereto:

Endorsements

This policy does not cover any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with any:

1. Cyber Act or Cyber Incident, including any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
2. loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount relating to the value of such Data. Subject to the other terms, conditions and exclusions of this policy, exclusion (1.) shall not apply to physical

loss or physical damage to insured property or any Time Element Loss directly resulting therefrom where such physical loss or damage is directly caused by any of the following:

- a) theft or forcible entry;
- b) storm, windstorm, hail, tornado, cyclone, hurricane;
- c) fire, lightning or explosion;
- d) earthquake, volcano activity or tsunami;
- e) flood, freeze or weight of snow;
- f) aircraft impact or vehicle impact or falling objects;
- g) water damage;
- h) loss of or damage to refrigerated goods due to a change in temperature.

Provided that there is no cover where such loss, damage or Time Element Loss is directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with a Cyber Act.

Definitions

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or
- b) operation of any Computer System; or

any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller and including any similar system or configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System. Time Element Loss means business interruption, contingent business interruption or other consequential losses covered by the policy.

AIG ENDORSEMENT - AON LOCAL AUTHORITY ENDORSEMENTS

AON LOCAL AUTHORITY ENDORSEMENTS 1.11.22 ENDORSEMENT

DEFINITIONS These endorsements form part of the policy and are to be read in conjunction with the AON Vertex 1217 Material Damage and Business Interruption policy wording. Unless expressly stated to the contrary words in these endorsements that do not appear in bold but are defined in the policy shall have the specific meaning stated in the definitions in the policy where deemed so by the insurer.

THE INSURED

The definition of the insured is extended to include the following:

- a) Any Council Controlled Organisation and/or Subsidiary Companies unless excluded in the policy schedule;
- b) Any committee or any community board lawfully established by such Local Authority or Council Controlled Organisation;
- c) Any pension fund, social club or sports club or similar entity formed and

Endorsements

undertaken with the consent of such Local Authority or Council Controlled Organisation.

ONLY FOR GROUPS BUYING UNDER SINGLE POLICY INCL. SHARED SERVICES PRESERVATION OF COVER

The following Preservation of Cover clause is added as a Condition applying to both Section 1 and Section 2 of the policy:

This policy covers each insured for its own insured property:

- a) The insurer cannot avoid, rescind or cancel this policy, in whole or in part, for nondisclosure, misrepresentation, misstatement or breach of the terms of this policy, other than with the written consent of all of the insured or as set out in the Cancellation Condition of this policy
- b) No statements or representations made by or on behalf of an insured or breach of any term of this policy, or any information or knowledge possessed by any insured will be imputed to any other insured for the purpose of determining whether any individual insured is covered under this policy;
- c) If the insurer has a right to reduce its liability to any insured for any non-disclosure, misrepresentation, misstatement or breach of the terms of this policy, the insurer will only exercise such right against that insured, and without prejudicing the rights of the other insureds under this policy.

**SECTION 1
BUILDINGS DEFINITION**

The definition of buildings shall mean:

property attached to and/or adjoining thereto or within 25 metres of the circumference of the building but not extending beyond 200 metres of the circumference of the building;

landlord's fixtures and fittings, plant, fixtures, fittings, pipes, cables, fixed signs, lettering, tanks, poles, power poles, power lines and their supports, fences, walls, gates, landscaping, gardens, ornamental trees and shrubs, roads, paths and yards; scoreboards, floodlighting and other property common to Local Government and; Endorsements

- a) water treatment and wastewater treatment structures and plants including oxidation ponds, reservoirs, retention tanks, water supply in-takes, sewerage outfalls and/or pumping stations
- b) If the valuation;
is only from a Registered Valuer, and it exactly supports the individual building sum insured as listed in the schedule of declared values, and it specifically includes the property noted in above,

then the distance limitations referred to in a) above are deemed to be deleted in respect of such property noted in the valuation.

BUILDINGS UNDER \$250,000 NOT SPECIFIED

This policy is extended to insure any building not specified in the schedule of declared values provided that:

- a) the replacement value of any one building is less than \$250,000; and
- b) the liability of the insurer under this endorsement shall be limited to \$250,000 any one claim

For the purposes of this endorsement building includes:

- i) any building; and
- ii) the following property attached to or adjoining a building or within 25 metres of the circumference of the building: landlord's fixtures and fittings, plant, fixtures, fittings, pipes, cables, fixed signs, lettering, tanks, poles, power poles, power lines and their supports, fences, walls, gates, landscaping, gardens, ornamental trees and shrubs, roads, paths and yards.

This endorsement does not remove the insured's obligation to disclose all locations and values on the schedule of declared values.

Endorsements

FEES FOR SERVICES

Should any loss occur for which a claim is made, the Lead Insurer in respect of the claim may appoint entities on behalf of all insurers to provide services including assessment, adjustment and/or any other services which it considers necessary in connection with the loss ("Services").

If any portion of the placement is self-insured, then the insured must pay for that portion of the costs for the Services. If any portion of the placement has a higher deductible and/or a different policy wording from that applying to the lead insurer, and in consequence any insurer does not pay for the portion of the cost for the Services that they would otherwise have paid, then the insured must pay for that portion of the costs. I

INFRASTRUCTURAL ASSETS – Basis of Settlement

Should any of the Infrastructural Assets defined below be noted on the schedule of declared values as insured for reinstatement and is more than 50 years old at the time of damage the basis of settlement is amended as follows: - any Infrastructural Asset more than 50 years old is insured for indemnity only, and - any Infrastructural Asset more than 75 years old is insured for demolition cover only.

For the purposes of this endorsement 'infrastructural assets' means all of the following property: Endorsements

- a. wharves, docks, piers, quays, jetties, berths, buoys, moorings, slipways, boat ramps, pontoons, dams, weirs, breakwaters, groynes and all other similar property including but not limited to: piles, capping beams, decks, paving, asphalt, concrete, associated walls, sub-grade, base-course, associated utilities including power, gas, fuel, water and sewerage services and other site developments forming part of infrastructural assets;
- b. gates, walls, erosion and/or flood protection property, navigation equipment and outfall pipes permanently situated in the sea, and/or a lake and/or a river, canal or stream; but only to the extent that these items have been included in the insured's declaration of value for the item noted on the schedule of declared values.

The insurance on infrastructural assets does not include:
any component that has been omitted from the declared value; and any land or any reclamation or any part thereof unless expressly included in this insurance.

PROPERTY IN AND ON THE WATER

Where there is no value stated in the schedule of declared values for property whilst located in or on ponds, lakes, streams, rivers, in the sea in or on water, cover is extended under this policy for such property. Provided that the liability of the insurer under this endorsement shall not exceed \$25,000 any one item and \$100,000 any one loss, subject to the deductible specified in the policy schedule.

UNDERGROUND INFRASTRUCTURAL ASSETS EXCLUSION

This policy excludes cover for damage to any underground infrastructural assets outside the boundaries of any insured building and/or site noted in the schedule of declared values including, but not limited to reservoirs (in ground), water reticulation systems, wastewater reticulation systems and/or sewerage systems

For the avoidance of doubt, any infrastructural assets or portions of such assets as named above, that are above ground shall be covered by this policy, provided that provision has been made in the schedule of declared values provided by the insured for such assets.

WORKS OF ART – BASIS OF SETTLEMENT

Endorsements

This endorsement replaces the Basis of Settlement - Works of Art 3.2 (d) clause in the policy

In the event of damage to an insured Work of Art within the terms of the policy, the insurer will, at its option, appoint an independent suitably qualified Art Specialist to assess the loss and in the case of damage to determine whether such damage constitutes a Total Loss or a Partial loss.

Total Loss

Where the appointed Art Specialist considers that any Work of Art is permanently damaged to an extent that it cannot be repaired or restored to a condition substantially the same as it was prior to the damage, the Work of Art shall be deemed to be a Total Loss. In this event the insurer will pay the market value as assessed by the Art Specialist.

Partial Loss

Where the appointed Art Specialist considers that any Work of Art is able to be repaired or restored to a condition substantially the same as it was prior to the damage the Work of Art will be considered to be a Partial Loss. In this event the insurer will pay the cost of repair/restoration to the Work of Art.

Pair or Set

In the event of total loss of an item which forms part of a pair or set, the value of this item is deemed to be 50% of the market value of the pair or a rateable proportion that the item bears to the entire set. In the event of Partial Loss, the insurer will pay for the repair or restoration of the item to a condition substantially the same as it was prior to the damage.

Payment in lieu of Repairs

If the insured elects not to have the Work of Art repaired or restored the insurer will pay to the insured the cost of the estimate for repair/restoration in full and final settlement of the loss as assessed by the Art Specialist.

Sum Insured The insurer's liability is limited to individual items with a sum insured less than \$150,000 unless the Work of Art is separately specified on the schedule of declared values, subject to the deductible specified in the policy schedule.

Diminution

It is further noted that in the event of a Partial Loss this policy will pay, up to a maximum of \$500,000 for any one loss, for diminution of value will be set by the appointed Art Specialist, subject to the deductible specified in the policy schedule.

Disputes If the insured and the insurer fail to agree on the settlement or amount of the loss, the insured shall, at their own expense, have the right to appoint their own independent Art Specialist to appraise the loss. If the insured and the insurer are still unable to agree on the settlement, the Art Specialists of the insured and the insurer shall appoint an independent and competent umpire acceptable to both parties, who shall adjudicate and establish the amount of settlement or loss. The umpire's decision shall be binding on both parties. The umpire's costs and expenses shall be shared evenly between the insured and the insurer.

Definitions

Work of Art – means property considered by the insurer and the insured as a Work of Art and so defined in the insureds' asset register or inventory and includes but not restricted to paintings, sculptures, collections, cultural items, rare books and documents and the like or items as specified in the schedule of declared values;

Art Specialist – means a suitably qualified art restorer or valuer with recognised qualifications and reputation taking into account the nature and condition of the Work of Art.

WORKS OF ART – MAORI ARTEFACTS AND TAONGA

This policy is extended to cover the additional cultural costs involved in the settlement of claims for damage to Maori artefacts or Taonga insured within the terms of this policy.

Endorsements

Such cultural costs shall include but not be limited to the transportation of damaged artefact to and from the "home" marae for blessing, Iwi investigations and/or similar and appropriate additional expenses.

Provided that the liability of the insurer's liability shall not exceed \$10,000 In all other respects the basis of settlement for Maori artefacts or Taonga insured under this policy shall be in accordance with the Works of Art – Basis of Settlement endorsement above.

13.2 COLLECTIVE INSURANCE (AIG)

Clause 13.2 Collective Insurance is amended to delete the second paragraph
AIG Aggregate Loss limit across all Insured councils for flood is \$100,000,000

AIG COMMUNICABLE DISEASE ENDORSEMENT LMA5393 25 MARCH 2020

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - b) for a Communicable Disease, or
 - c) any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

AIG PROPERTY CYBER AND DATA ENDORSEMENT LMA5400

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1. Cyber Loss, unless subject to the provisions of paragraph
 - 1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph ;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
 2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act
-

Endorsements

- including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
 4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
 5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
7. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
8. Cyber Incident means:
 - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
9. Computer System means:
 - 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
10. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

The following endorsement(s) have been applied by NZI A Division Of IAG NZ Limited as lead insurer:

VERTEX MDBI POLICY – NZI ENDORSEMENT 1217**Basis of Settlement**

Special Provision 5 is deleted in its entirety and replaced with the following

5. In the event that **insured property** comprising of any **building** designated in the **schedule of declared values** insured for **reinstatement** is **damaged** but not **destroyed**, the **building** will be treated as having been **destroyed** where the following conditions exist:
 - a) The **insured** is prevented from reinstating the **damage** to the **building** by sole reason of any **regulation**; or
 - (b) Agreement has been reached between the **insured** and the **insurer** that it is the most practical and/or economic method of settlement.

5.10 Hazardous Substance, Pollution and Contamination Expenses

Endorsements

Automatic Extension 5.10 is deleted and replaced with the following:

5.10.1 Cover is provided for **damage to insured property** where a substance pollutes or contaminates **insured property** during the **period of insurance** provided that the pollution or contamination is caused by a peril that is not excluded under this **policy** and a government authority has declared the substance to be hazardous to health or the environment.

Exclusion 7.3.2 (a) and (b) (Defects and Mould) does not apply to the cover provided by this clause. In respect of any **event**, cover is available under either 5.10 or 5.11, but not both.

5.13 Landslip and 5.29 Subsidence

The following term is added to both Automatic Extension 5.13 (Landslip) and 5.29 (Subsidence): In respect of any **event**, cover is available under either 5.13 (b) or 5.29 (b), but not both.

5.22 Reinstatement of Limit of Liability

Automatic Extension 5.22 is deleted and replaced with the following:

In the event of **damage** for which a claim is payable under Section 1 of the **policy**, the **sum insured** for the item of **insured property** that suffered the **damage** is reduced by the amount of the **damage**. The **sum insured** will only be reinstated as follows:
If the **insured property**:

- (a) is automatically covered under this **policy** during its repair or replacement, the amount reduced will be progressively added back to the **sum insured** at the rate that the **insured property** that suffered the **damage** is progressively repaired or replaced.
- (b) is not automatically covered under this **policy** during its repair or replacement, the amount reduced will only be added back to the **sum insured** once the repair or replacement of the **insured property** that suffered the **damage** has been completed.

The **insured** will pay to the **insurer** such pro-rata premium at the rate applicable to the **insured property** in the **schedule of declared assets** which may be reasonably required for reinstatement.

No automatic reinstatement of insurance will apply in the event of **damage** as a result of **natural disaster**, unless agreed to by the **insurer**.

5.23 Removal of Debris

Automatic Extension 5.23 is amended by the addition of the following proviso:

Where any costs are in connection with the removal of asbestos, the maximum payable by the **insurer** for any **event** will not exceed:

- (a) 5% of the **sum insured** for the item of **insured property**; or
 - (b) \$25,000,
- whichever is the lesser.

7.9 Landslip and Subsidence

Exclusion 7.9 is deleted in its entirety and replaced with the following:

- 7.9.1 Cover is excluded for loss or **damage** directly or indirectly caused by landslip, subsidence, erosion or expansion of the ground.
- 7.9.2 Cover is excluded for loss or **damage** directly or indirectly caused by normal settlement, normal shrinkage or normal expansion of buildings, foundations, walls, pavements, roads and other structural improvements.
- 7.9.3 Provided that this Exclusion shall not apply if **damage** is caused by or arises out of **natural disaster**.

7.13 Production Process

Exclusion 7.13 is deleted and replaced with the following:

Cover is excluded for **damage** to property while it is undergoing any production process and if any part of that process causes or contributes towards the **damage** in any way. Production process means any process of producing, making, treating or servicing goods.

9.13 Reinstatement of Limit of Liability

Automatic Extension 9.13 is deleted and replaced with the following:

In the event of a claim being payable under Section 2 of this **policy**, the **sum insured** in respect of that Interest Insured will be automatically reinstated from

Endorsements

the date the claim is paid. The **insured** undertakes to pay such premium as may be required by the **insurer** for such. reinstatement.

11. No automatic reinstatement of insurance will apply in the event of loss as a result of a **natural disaster**, unless agreed to by the **insurer**.

General Policy Information

Policy Wording	1217 Vertex New Zealand Material Damage and Business Interruption	
Insurer	NZI A Division of IAG NZ Limited	100%
Policy Number	TBC	

Commercial Motor Vehicle

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy.

The Policy Covers	<p><i>Subject to the limits, sub-limits, terms, exclusions and, conditions of the Policy and Policy Schedule:</i></p> <p>Section 1 – Own Damage Covers the Insured against theft of, or Accidental Damage or Malicious Damage to each Insured Vehicle and their Accessories.</p> <p>Section 2 – Third Party Liability – Property Damage and Bodily Injury Covers the Insured against legal liability for compensation and damages and claimant's costs and expenses caused by, through or in connection with the use of an Insured Vehicle.</p>	
Period of Insurance	From 4.00 p.m. 01 November 2022 to 4.00 p.m. 01 November 2023	
The Insured	<p>Buller District Council</p> <p>and/or associated and/or subsidiary companies and/or Council Controlled Organisations for their respective rights and interests and/or as may be agreed</p>	
Business Description	<p>Any activity now or hereafter carried on by the Insured, including but not limited to:</p> <p>Territorial Local Authority</p> <p>Council Controlled organisations and associated organisations</p>	
Description of Cover	<p>Own Damage and Third Party Liability Both Sections of the Policy will operate.</p>	
Interests Insured / Insured Vehicles	<p>All motor vehicles presently existing or subsequently acquired, owned, hired (in and out), leased, rented, loaned, borrowed, or used by or on behalf of the Insured, or are in the lawful custody or control of the Insured, or in which the Insured has an insurable interest or for which the Insured has received instructions to insure.</p> <p>Insured Vehicles also includes motor cycles, trailers, caravans, mobile plant and equipment, tractors, self-propelled agricultural machines, substitute vehicles and accessories.</p>	
Vehicle Details	Number of Insured Vehicles	26
	Total Fleet Value	\$816,267
Territorial Limits	Anywhere in New Zealand	
Limits of Liability	<p>Section 1 - Own Damage Market Value of the Insured Vehicle or any Agreed Value as specified in the Schedule of Motor Vehicles</p> <p>Section 2 – Third Party Liability</p>	
	Third Party Property Damage	\$20,000,000
	Third Party Bodily Injury	\$20,000,000
	Aggregate Limit	\$20,000,000
Sub Limits of Liability	<p>In respect of the following Extensions payable under Section 1 and Section 2, the liability of the insurer shall be limited for any one claim to the amount stated hereunder.</p>	
	5.1 Additional Vehicles	\$400,000

	5.2	Claims Preparation Costs		\$20,000
	5.4	Crisis Cover		\$10,000
	7.3	Death by Accident		\$10,000
	7.4	Disability Modification		\$5,000
	7.6	Employee Personal Property		\$2,000
	7.8	Expediting Costs		\$5,000
	7.9	Family Expenses on Hospitalisation		\$5,000
	7.10	First Aid		\$2,000
	7.11	Funeral Expenses		\$5,000
	7.12	Goods in Transit		\$5,000
	7.13	Hire Costs following theft of vehicles	per day	\$250
	7.17	Locks and Keys	per vehicle per event	\$5,000 \$15,000
	7.18	Medical and Related Expenses		\$5,000
	7.20	Removal of Debris		\$10,000
	7.21	Rewards		\$10,000
	7.23	Signwriting		\$5,000
	7.25	Uninsured Third Party Protection		\$5,000
	11.3	Forest and Rural Fires		\$500,000
	11.7	Psychological Counselling		\$5,000
	11.9	Airside Liability		\$1,000,000
	11.10	Weight Damage		\$500,000
	11.11	Exemplary Damages		\$500,000
Standard Excesses		1% of Vehicle Value with a Minimum of		\$500
		Plus Age and Inexperienced Driver Excess applicable to all Insured Vehicles , when being driven by any person:		
		Under 21 years of age		\$1,000
		Aged 21 to 25 years of age		\$500
		Over 25 years and licensed less than 2 years		\$500
		<i>Except for:</i>		
		14.8.1 Glass		\$Nil
		14.8.2 Fire and Theft		\$Nil
		14.8.3 Third party Liability		\$Nil
Optional Endorsements	15.1	Agreed Value		Not Included
	15.2	Aggregate Deductible Without Stop Loss Annual Aggregate Deductible		Not Included
	15.3	Aggregate Deductible With Stop Loss Annual Aggregate Deductible Event Stop Loss Limit		Not Included

15.4	Australian Cover	Not Included
15.5	Territorial Limits beyond New Zealand and Australia	Not Included
15.6	Loss of Use (Specified Vehicles) Maximum Weekly Amount	Not Included Nil
15.7	Dual/Multi Lifts	Not Included
15.8	Hook Liability	Not Included
15.9	Inexperienced Drivers	Not Included
15.10	Repair Authority	Not Included
15.11	Setting of Concrete or Bitumen	Not Included
15.12	Vehicles Let on Hire	Not Included
15.13	Vehicle Plant Replacement Value	Not Included
15.14	Vehicles used as a Tool of Trade	Not Included
15.15	Burning Cost Adjustment	Not Included
15.16	Profit Share	Not Included
15.17	Hire Costs Extended	Not Included
15.18	Scanners/Eftpos/Wireless Remote Controls/Wireless Printers	Not Included
15.19	Radioactive Isotopes	Not Included
Policy Wording	0516 Vertex New Zealand Commercial Motor Vehicle	

General Liability – Primary Layer

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy.

Covering	Liabilities to Third Parties arising from or in connection with the Insured's operations, for all amounts which the Insured is held legally liable to pay.	
Insured	Buller District Council and/or associated and/or subsidiary companies and/or Council Controlled Organisations for their respective rights and interests and/or as may be agreed	
Period of Insurance	From 4.00 p.m. 01 November 2022 to 4.00 p.m. 01 November 2023	
Business	Any activity now or hereafter carried on by the Insured, including but not limited to: Territorial Local Authority Council Controlled organisations and associated organisations	
Limit of Liability	General Liability, each and every loss	\$15,000,000
	Product Liability, each and every loss and in the annual aggregate	\$15,000,000
Policy Sub-Limits	Property in Care, Custody and/or Control	\$1,000,000
	Product Withdrawal Costs	\$100,000
	Punitive and Exemplary Damages (New Zealand Only)	\$1,000,000
	Vehicle and Watercraft Service and Repair	\$500,000
	Vibration and Removal or Support	\$500,000
	Underground Services	\$15,000,000
Deductible	Each and every claim	\$10,000
Territory	New Zealand	
Jurisdiction	New Zealand	
Preservation of Cover Clause	<p>Preservation of Cover Clause:</p> <p>This Policy covers each Insured for its own Insured Property:</p> <p>(a) The Insurer cannot avoid, rescind or cancel this Policy, in whole or in part, for non-disclosure, misrepresentation, misstatement or breach of the terms of this Policy, other than with the written consent of all of the Insured;</p> <p>(b) No statements or representations made by or on behalf of an Insured or breach of any term of this Policy, or any information or knowledge possessed by any Insured will be imputed to any other Insured for the purpose of determining whether any individual Insured is covered under this Policy;</p> <p>(c) If the Insurer has a right to reduce its liability to any Insured for any for nondisclosure, misrepresentation, misstatement or breach of the terms of this Policy, the Insurer will only exercise such right against that Insured, and without prejudicing the rights of the other Insured's under this Policy</p>	
Lead Co-Insurance Clause	<p>In this policy, and unless the context requires otherwise, all references to the Lead Insurer, are deemed to include all other insurers participating in this Policy.</p> <p>The participating insurers agree to accept any decision of the Lead Insurer and to follow that decision in all matters relating to this Policy, other than in respect of any</p>	

ex-gratia settlement proposed by the Lead Insurer or where there is a material change to the risk/s insured under this Policy.

The participating insurers promises under this agreement and obligations under this Policy are joint in so far as the Policy indemnities apply but each participating insurer's liability for any claim under this Policy is several and is limited solely to the extent of its proportionate share.

No participating insurer is to be held liable to contribute towards or pay the proportionate share of any other participating insurer who for any reason, howsoever arising, cannot or does not satisfy all or part of its obligations under this Policy.

This Policy is issued and signed by the authorised representative of the Lead Insurer under the authority of all participating insurers.

Policy Wording

AON General Liability for Councils as expiring except as amended below

Endorsements

EMPLOYEES PROPERTY EXTENSION

Notwithstanding anything contained in Exclusion 5.20 (Property Owned) to the contrary, the Insurer(s) will indemnify the Insured in respect of the Insured's legal liability arising out of loss of or damage to property belonging to the Insured's employees and/or elected members.

Provided always that the Insurer(s) shall not indemnify the Insured for any claim in respect of:

- a) property provided by the employee and/or elected member primarily for use on the Insured's business;
- b) property provided by the employee and/or elected member as a condition of employment; or
- c) loss and/or damage sustained directly or indirectly as a result of the employee's and/or elected member's own actions or negligence

Provided also that Insurer(s) liability in respect of this extension shall be limited to NZ\$1,000,000 which is part of and not in addition to the Limit of Indemnity stated in the schedule and an Excess of NZ\$10,000 shall apply.

SANCTIONS CLAUSE

The Insurer(s) will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose us, our parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

HALL HIRERS LIABILITY

In respect of properties operated or owned by the Insured, Definition 4.6 "Insured" is extended to include community and sporting groups, individuals, and the like who use and hire the properties listed, operated or owned by the Insured, in relation to all activities related to the hireage or use of these properties, who do not hold liability Insurance that would respond to any legal liability incurred.

PROVIDED THAT:

7.3.1 a Limit of Indemnity of \$1,000,000 any one Period of Insurance shall apply;

7.3.2 an Excess of NZ\$10,000 shall apply.

AIRPORT OPERATORS LIABILITY EXCLUSION

The Insurer(s) shall not indemnify the Insured for any claim in respect of or alleging Personal Injury or Property Damage arising out of any of the Insured's aviation or airside activities including but not limited to ownership, possession, control, maintenance, engineering, refuelling, baggage handling, operation or use of Aircraft or hangar keeper's activities and any liability intended to be covered by any Airport Owners and Operators Liability Policy, whether such Policy indemnifies the Insured for the specific liability incurred or not.

MARINA OPERATORS LIABILITY EXCLUSION

The Insurer(s) shall not indemnify the Insured for any claim in respect of or alleging Personal Injury or Property Damage arising out of:

1. the Insured's marine activities including but not limited to:
 - a) port, marina or terminal operation;
 - b) stevedoring or wharfingering;

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- c) ship refuelling or devanning;
 - d) operation of any dry docks, docks, wharves, slipways or ramps;
 - e) marine engineering, construction or repairing; or
2. any liability that is intended to be covered by any Port/Terminal Owners and Operators, Marine Hull or Marine Protection and Indemnity or similar Policy whether such Policy indemnifies the Insured for the specific liability incurred or not.
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CONTRACT WORKS MAXIMUM CONTRACT VALUE ENDORSEMENT

The following Definition is added to the Policy.

Contract Works means any work that the Insured or a contractor or sub-contractor contracted by the Insured is employed to do that involves building, construction or carrying out repairs, alterations, extensions or demolition of any building, structure or infrastructure project carried out in the course of the contract.

The following Exclusion is added to the Policy.

Contract Works

The Insurer(s) shall not indemnify the Insured for any claim in respect of or alleging Personal Injury or Property Damage arising out of or in connection with any Contract Works, where the total value of the Contract Works exceeds NZ\$5,000,000, regardless of whether the Contract Works are Insured or not.

INDEMNITY TO RATEPAYERS

The Insurer(s) will indemnify ratepayers and/or residents for their legal liability arising out of:

- a) the use of lawn mowers when mowing public thoroughfares;
- b) garbage receptacles placed on the public thoroughfares; or
- c) the use or presence of shelters, cream stands, rural mail boxes, calf pens, grocery and newspaper and similar structures where placed, erected or maintained upon a public road with the consent of the Insured.

Provided also that the Insurer(s) liability in respect of this extension shall be limited to NZ\$1,000,000 which is part of and not in addition to the Limit of Indemnity stated in the schedule and an Excess of NZ\$10,000 shall apply.

Insurer	Berkshire Hathaway	60%
	QBE	40%

Professional Indemnity – Primary Layer

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy.

Covering	Claims made & notified during the period of Insurance arising from actual or alleged acts, errors or omissions or conduct omitted or committed in connection with the business or the Insured	
Insured	Buller District Council and/or associated and/or subsidiary companies and/or Council Controlled Organisations for their respective rights and interests and/or as may be agreed	
Period of Insurance	From 4.00 p.m. 01 November 2022 to 4.00 p.m. 01 November 2023	
Business	Any activity now or hereafter carried on by the Insured, including but not limited to: Territorial Local Authority Council Controlled organisations and associated organisations	
Limit of Liability	Each and every claim and in the annual aggregate (excluding costs & expenses)	\$15,000,000
Deductible	Each and Every Claim incl. Defence Costs	\$25,000
Territorial Limits	New Zealand	
Retroactive Date	Unlimited	
Continuity Date	1 November 2018	
Preservation of Cover Clause	<p>Preservation of Cover Clause:</p> <p>This Policy covers each Insured for its own Insured Property:</p> <p>(a) The Insurer cannot avoid, rescind or cancel this Policy, in whole or in part, for non-disclosure, misrepresentation, misstatement or breach of the terms of this Policy, other than with the written consent of all of the Insured;</p> <p>(b) No statements or representations made by or on behalf of an Insured or breach of any term of this Policy, or any information or knowledge possessed by any Insured will be imputed to any other Insured for the purpose of determining whether any individual Insured is covered under this Policy;</p> <p>(c) If the Insurer has a right to reduce its liability to any Insured for any for nondisclosure, misrepresentation, misstatement or breach of the terms of this Policy, the Insurer will only exercise such right against that Insured, and without prejudicing the rights of the other Insured's under this Policy.</p>	
Lead Co-Insurer Clause	<p>In this policy, and unless the context requires otherwise, all references to the Lead Insurer, are deemed to include all other insurers participating in this Policy.</p> <p>The participating insurers agree to accept any decision of the Lead Insurer and to follow that decision in all matters relating to this Policy, other than in respect of any ex-gratia settlement proposed by the Lead Insurer or where there is a material change to the risk/s insured under this Policy.</p> <p>The participating insurers promises under this agreement and obligations under this Policy are joint in so far as the Policy indemnities apply but each participating insurer's liability for any claim under this Policy is several and is limited solely to the extent of its proportionate share.</p>	

	No participating insurer is to be held liable to contribute towards or pay the proportionate share of any other participating insurer who for any reason, howsoever arising, cannot or does not satisfy all or part of its obligations under this Policy. This Policy is issued and signed by the authorised representative of the Lead Insurer under the authority of all participating insurers.
Automatic Extensions	<ol style="list-style-type: none"> 1. Breach of Contract 2. Consultants, Subcontractors and Agents 3. Continuity of Insurance 4. Defamation 5. Fair Trading Act 1986 6. Fraud and Dishonesty of Employees 7. Intellectual Property 8. Joint venture Liability – Insured’s Liability Only 9. Loss of Documents 10. Previous Business
Policy Wording	Professional Indemnity (Civil) for Councils as expiring except as amended below
Endorsements	<p>SANCTIONS CLAUSE Insurer(s) will not be liable to provide any cover or benefit to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose the Insurer(s) to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, New Zealand, Australia or the United States of America.</p> <p>AVIATION AND AIRPORT OPERATORS EXCLUSION The Insurer(s) shall not be liable in respect of any Claim arising out of: the operation of or responsibility for, by or on behalf of the Insured, any air traffic control service; 2. the ownership, maintenance, operation, possession or use by or on behalf the Insured of any aircraft or aerial device; 3. the ownership, maintenance, operation, possession by or on behalf the Insured of any airport, or any airside services; 4. any bodily injury arising from any aircraft or aerial device; 5. any property damage to, or arising from, any aircraft or aerial device; or 6. any liability that is intended to be covered by any Airport Owners and Operators Liability policy, whether such policy indemnifies the Insured for the specific liability incurred or not.</p> <p>MARINA OPERATORS LIABILITY EXCLUSION The Insurer(s) shall not be liable in respect of any Claim arising out of any: a) port, marina or terminal operation; b) stevedoring or wharfingering; c) ship refuelling or devanning; d) operation of any dry docks, docks, wharves, slipways or ramps; e) marine engineering, construction or repairing; or f) any liability that is intended to be covered by any Port/Terminal Owners and Operators, Marine Hull or Marine Protection and Indemnity or similar policy whether such policy indemnifies the Insured for the specific liability incurred or not.</p> <p>NON-CONFORMING & NON-COMPLIANT BUILDING MATERIALS EXCLUSION The following Exclusion is added to the Policy: Insurer(s) will not be liable to make any payment in connection with any Claim arising out of, based upon or attributable to the actual or alleged use of any building materials which: a) do not conform or comply with; or b) are used in a manner that does not conform or comply with,</p>

all relevant provisions of any applicable local, federal or state code, standard, law or regulation in force in the jurisdiction in which, and at the time, the Professional Business Practices were performed. Provided that this Exclusion does not apply:

- c) if the Insured has taken all reasonable care to ensure that the building materials did, or were used in a manner that did, conform or comply with the relevant provisions of the applicable local, federal or state code, standard, law or regulation in force in the jurisdiction in which, and at the time, the Professional Business Practices were performed; and
- d) to Building Defects Claims as defined in the Building Defects Exclusion.

MULTI-UNIT RESIDENTIAL EXCESS ENDORSEMENT

The excess payable by the Insured in respect of each and every Claim relating to a Multi Unit Property will be the equivalent of \$25,000 per individual unit or dwelling within the Multi Unit Property, subject to a minimum of \$25,000 and a maximum of \$250,000.

Multi Unit Property means any residential:

- (a) building or development with 4 or more individual units or dwellings within a unit title development;
- (b) building or development with 4 or more terraced houses or units sharing party walls; or
- (c) subdivision of 4 or more properties constructed by a single developer or builder within a subdivision consent

Insurer	Berkshire Hathaway	60%
	QBE	40%

Professional Indemnity/Public Liability Excess Layer

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy.

Type	Section 1: Excess Public & Products Liability Insurance Section 2: Excess Professional Indemnity Insurance
Insured	As per schedule below for New Zealand Councils and/ or associated organisations and trusts and/ or subsidiary companies and/or Council Controlled Organisations and Council Owned Organisations for their respective rights and interests and/or as may be agreed.
Period of Insurance	From 4.00 p.m. 01 November 2022 to 4.00 p.m. 5 th December 2022
Interest	To Indemnify the Insured in respect of their legal liabilities arising out of the Insured's activities
Territorial Scope	Section 1: Worldwide Section 2: Worldwide excluding USA/Canada and as more fully set forth in the underlying primary policies.
Limit of Liability (100%) Each and Every Council	General Liability – \$145,000,000 Each and every occurrence
	Product Liability – \$145,000,000 Each and every occurrence And in the annual aggregate
	Professional Indemnity – \$145,000,000 Each and every occurrence And in the annual aggregate (Costs and expenses inclusive)
Retention/Excess (100%) Each and Every Council	General Liability – \$15,000,000 Each and every occurrence
	Product Liability – \$15,000,000 Each and every occurrence And in the annual aggregate
	Professional Indemnity – \$15,000,000 Each and every occurrence And in the annual aggregate (Costs and expenses inclusive)
	Excess of Underlying Excesses
Conditions	Section 1 to follow all Terms and Conditions of the underlying Public and Products Liability Primary Wording Section 2 to follow all Terms and Conditions of the Underlying Professional Indemnity Primary Wording
Choice of Law and Jurisdiction	Any dispute concerning the interpretation of the Terms, Conditions, Limitations and/ or Exclusions contained herein is understood and agreed by both the Assured and Underwriters to be subject to the laws of New Zealand. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within New Zealand and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the laws and practice of such court.
Insurer	Various Syndicates of Lloyds of London 100%

Professional Indemnity/Public Liability Excess Layer – Cover Summary

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy.

Type	Section 1: Excess Public & Products Liability Insurance Section 2: Excess Professional Indemnity Insurance								
Insured	As per schedule attached for New Zealand Councils and/ or associated organisations and trusts and/ or subsidiary companies and/or Council Controlled Organisations and Council Owned Organisations for their respective rights and interests and/or as may be agreed.								
Period of Insurance	From 4.00 p.m. 5 th December 2022 to 4.00 p.m 1 st November 2023								
Interest	To Indemnify the Insured in respect of their legal liabilities arising out of the Insured's activities								
Territorial Scope	Section 1: Worldwide Section 2: Worldwide excluding USA/Canada and as more fully set forth in the underlying primary policies.								
Limit of Liability (100%)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">General Liability – Each and every occurrence</td> <td style="text-align: right; vertical-align: top;">\$145,000,000</td> </tr> <tr> <td>Product Liability – Each and every occurrence And in the annual aggregate</td> <td style="text-align: right; vertical-align: top;">\$145,000,000</td> </tr> <tr> <td>Professional Indemnity – Each and every occurrence And in the annual aggregate (Costs and expenses inclusive)</td> <td style="text-align: right; vertical-align: top;">\$145,000,000</td> </tr> <tr> <td colspan="2">The above limits are shared between all participating councils.</td> </tr> </table>	General Liability – Each and every occurrence	\$145,000,000	Product Liability – Each and every occurrence And in the annual aggregate	\$145,000,000	Professional Indemnity – Each and every occurrence And in the annual aggregate (Costs and expenses inclusive)	\$145,000,000	The above limits are shared between all participating councils.	
General Liability – Each and every occurrence	\$145,000,000								
Product Liability – Each and every occurrence And in the annual aggregate	\$145,000,000								
Professional Indemnity – Each and every occurrence And in the annual aggregate (Costs and expenses inclusive)	\$145,000,000								
The above limits are shared between all participating councils.									
Retention/Excess (100%) Each and Every Council	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">General Liability – Each and every occurrence</td> <td style="text-align: right; vertical-align: top;">\$15,000,000</td> </tr> <tr> <td>Product Liability – Each and every occurrence And in the annual aggregate (costs and expenses in addition)</td> <td style="text-align: right; vertical-align: top;">\$15,000,000</td> </tr> <tr> <td>Professional Indemnity – Each and every occurrence And in the annual aggregate (Costs and expenses inclusive)</td> <td style="text-align: right; vertical-align: top;">\$15,000,000</td> </tr> <tr> <td colspan="2">Excess of Underlying Excesses</td> </tr> </table>	General Liability – Each and every occurrence	\$15,000,000	Product Liability – Each and every occurrence And in the annual aggregate (costs and expenses in addition)	\$15,000,000	Professional Indemnity – Each and every occurrence And in the annual aggregate (Costs and expenses inclusive)	\$15,000,000	Excess of Underlying Excesses	
General Liability – Each and every occurrence	\$15,000,000								
Product Liability – Each and every occurrence And in the annual aggregate (costs and expenses in addition)	\$15,000,000								
Professional Indemnity – Each and every occurrence And in the annual aggregate (Costs and expenses inclusive)	\$15,000,000								
Excess of Underlying Excesses									
Conditions	<p>Section 1 to follow all Terms and Conditions of the underlying Public and Products Liability Primary Wording</p> <p>Section 2 to follow all Terms and Conditions of the Underlying Professional Indemnity Primary Wording</p>								
Choice of Law and Jurisdiction	<p>Any dispute concerning the interpretation of the Terms, Conditions, Limitations and/ or Exclusions contained herein is understood and agreed by both the Assured and Underwriters to be subject to the laws of New Zealand.</p> <p>Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within New Zealand and to comply with all requirements necessary to give such court</p>								

jurisdiction. All matters arising hereunder shall be determined in accordance with the laws and practice of such court.

Insurer	Various Syndicates of Lloyds of London 85% Chubb Insurance NZ 10% XI Insurance Company SE 5%
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Statutory Liability

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy.

Covering	Defence Costs, Fines and Penalties arising from unintentional breaches of the Insured Acts. Excluded Acts: Arms Act 1983, Aviation Crimes Act 1972, Crime Act 1961, Proceeds of Crimes Act 1961, Summary Offences Act 1981, Transport Act 1962, Transport (Vehicle and Driver Registration and Licensing Act) 1986 and Real Estate Agents Act 2008.	
Insured	Buller District Council and/or associated and/or subsidiary companies and/or Council Controlled Organisations for their respective rights and interests and/or as may be agreed	
Period of Insurance	From 4.00 p.m. 01 November 2022 to 4.00 p.m. 01 November 2023	
Business	Any activity now or hereafter carried on by the Insured, including but not limited to: Territorial Local Authority Council Controlled organisations and associated organisations	
Limits	\$2,000,000 total liability, split: A. \$1,000,000 in the aggregate for Fines and Reparations Orders B. \$1,000,000 in the aggregate for Defence Costs	
Deductible	Each and Every claim	\$10,000
	Each claim relating to the "Health and Safety at Work Act" and the "Resource Management Act"	\$25,000
Preservation of Cover Clause	<p>Preservation of Cover Clause:</p> <p>This Policy covers each Insured for its own Insured Property:</p> <p>(a) The Insurer cannot avoid, rescind or cancel this Policy, in whole or in part, for non-disclosure, misrepresentation, misstatement or breach of the terms of this Policy, other than with the written consent of all of the Insured;</p> <p>(b) No statements or representations made by or on behalf of an Insured or breach of any term of this Policy, or any information or knowledge possessed by any Insured will be imputed to any other Insured for the purpose of determining whether any individual Insured is covered under this Policy;</p> <p>(c) If the Insurer has a right to reduce its liability to any Insured for any for nondisclosure, misrepresentation, misstatement or breach of the terms of this Policy, the Insurer will only exercise such right against that Insured, and without prejudicing the rights of the other Insured's under this Policy.</p>	
Policy Wording	BHSI-NZ-EP-SL-001-062018	
Retroactive Date	Unlimited	
Endorsements	<p>SECURITIES EXCLUSION</p> <p>The Insurer will not be liable to indemnify the Insured in respect of any Claim based on or attributable to:</p> <p>(a) any actual or alleged violation of any Act of Parliament concerning any securities of the Company; or</p> <p>(b) the actual or intended private placement or public offering of any securities of the Company</p> <p>PARENT COMPANY ONLY</p>	

Definition 2.3 (Company) is deleted and replaced with the following.
2.3 Company means the Parent Company only. Company does not include any
Subsidiary

PROSPECTUS LIABILITY EXCLUSION

The Insurer will not be liable to indemnify the Insured in respect of any Claim based on or attributable to the actual or intended private placement or public offering of any securities of the Company.

Insurer	Berkshire Hathaway	60%
	QBE	40%

Employers Liability

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy.

Covering	Liability arising out of claims made by Employees for injuries outside the scope of the Accident Compensation Corporation	
Insured	Buller District Council and/or associated and/or subsidiary companies and/or Council Controlled Organisations for their respective rights and interests and/or as may be agreed	
Period of Insurance	From 4.00 p.m. 01 November 2022 to 4.00 p.m. 01 November 2023	
Business	Any activity now or hereafter carried on by the Insured, including but not limited to: Territorial Local Authority	
Limits	\$2,000,000 total liability, split: A. \$1,000,000 in the aggregate for loss (excluding Defence Costs) B. \$1,000,000 in the aggregate for Defence Costs	
Deductible	Each and Every Claim	\$2,000
Preservation of Cover Clause	<p>Preservation of Cover Clause: This Policy covers each Insured for its own Insured Property: (a) The Insurer cannot avoid, rescind or cancel this Policy, in whole or in part, for non-disclosure, misrepresentation, misstatement or breach of the terms of this Policy, other than with the written consent of all of the Insured; (b) No statements or representations made by or on behalf of an Insured or breach of any term of this Policy, or any information or knowledge possessed by any Insured will be imputed to any other Insured for the purpose of determining whether any individual Insured is covered under this Policy; (c) If the Insurer has a right to reduce its liability to any Insured for any for nondisclosure, misrepresentation, misstatement or breach of the terms of this Policy, the Insurer will only exercise such right against that Insured, and without prejudicing the rights of the other Insured's under this Policy.</p>	
Policy Wording	BHSI-NZ-CA-EL-001-10/2017	
Retroactive Date	01 July 1992	
Endorsements	<p>CONTINUITY OF INSURANCE Notwithstanding Exclusion 3.9 (Prior Claims), in the event of a Claim, or circumstance that may reasonably have been expected by any Insured to give rise to a Claim, which could have been notified to the Insurers under any earlier policy of which this Policy is a direct or indirect renewal or replacement, the Insurers will treat that Claim or circumstance as though it had been properly notified to the Insurers during the Period of Insurance provided always that:</p> <ol style="list-style-type: none"> 1. the Insured first became aware of the circumstances that might give rise to the Claim after the Continuity Date; 2. the failure to notify was not fraudulent or intentionally dishonest; and 3. the cover provided by this Insuring Clause will be subject to the terms, conditions and limitations of the policy in force when the Insured first became aware of the circumstances or this Policy, at the Insurers' discretion. <p>For the purposes of this Endorsement, Continuity Date means the date from which the Insured was first and has been continuously insured by the Insurers under a Professional Indemnity Liability policy.</p>	
Insurer	Berkshire Hathaway QBE	60% 40%

Renewal Summary - Fidelity

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy.

Coverage	Direct financial loss sustained by the insured arising from or in connection with any single act or series of related, continuous or repeated acts (which shall be treated as a single act) discovered during the policy period or applicable Discovery Period and reported to the Insurer as per the policy wording noted below.	
Insured	Buller District Council and/or associated and/or subsidiary companies and/or Council Controlled Organisations for their respective rights and interests and/or as may be agreed	
Period of Insurance	From 4.00 p.m. 01 November 2022 to 4.00 p.m. 01 November 2023	
Business	Any activity now or hereafter carried on by the Insured, including but not limited to: Territorial Local Authority Council Controlled organisations and associated organisations	
Limits of Liability	Any one claim and in the annual aggregate	\$500,000
Deductibles	Each and every claim including costs	\$25,000
Territorial Limits	New Zealand	
Insuring Clauses	Fidelity Guarantee; Third Party Crime; Electronic and Computer Crime; Destruction of Money; Criminal Damage to Property; Erroneous Funds Transfer	
Retroactive Date	Unlimited	
Discovery Period	Not included	
	Extension 1.2 Care, Custody or Control \$100,000	Included
	Extension 1.3 Contractual Penalties \$10,000	Included
	Extension 1.4 Discovery Period Included	Not
	Extension 1.5 Interest Receivable or Payable \$10,000	Included
	Extension 1.6 Investigation Costs \$10,000	Included
	Extension 1.7 Legal Costs \$10,000	Included
	Extension 1.8 Social Engineering Fraud Included	Not
	Extension 1.9 Telephone System Fraud \$100,000	Included

AUDIT LETTER EXCLUSION

The Insurer will not be liable to make any payment for Direct Financial Loss resulting from any matter that is or has been an Auditor's recommendation included in any current or prior Auditor's Letter to Management where, at the time of the Direct Financial Loss, the recommendation had been provided to the Insured but the Insured had not fully implemented the recommendation.

CO-INSURANCE ENDORSEMENT

Definition 2.10 (Insurer) is deleted and replaced with the following. Insurer means the following companies who severally agree each for the proportion set against its name to indemnify the Insured within the terms of this Policy and the liability for each company individually in respect of any Loss and/or payments made under any Automatic Extension will be limited to its stated proportion.
Company

Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA)
 60%
 QBE 40%
 All other terms and conditions of this Policy remain unchanged

POLICYHOLDER COVER ONLY

Definition 2.9 (Insured) is deleted and replaced with the following. 2.9 Insured means the Policyholder only. Insured does not include any Subsidiary. All other terms and conditions of this Policy remain unchanged

Policy Wording	BHSI-NZ-EP-Crime-001-04/2022	
Insurer	Berkshire Hathaway	60%
	QBE	40%

Trustees Liability

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy.

Covering	Indemnity to each Insured Person for Loss arising from a Wrongful Act for which they do not receive indemnity from the named Entity Indemnity to the named Entity for Loss for which it grants indemnity to any Insured Person as permitted or required by law First made against any Insured Person and notified during the Period of Insurance or subsequent Discovery Period					
Period of Insurance	From 4.00 p.m. 01 November 2022 to 4.00 p.m. 01 November 2023					
Insured	Trustees of Buller Health Trust and/or subsidiary companies and/or associated companies and joint ventures for their respective rights and interests					
Territory & Jurisdiction	New Zealand					
Limit of Liability	In the aggregate for Loss	\$1,000,000				
	In the aggregate for Defence Costs	\$1,000,000				
Deductibles	Including Defence Costs for each Claim	\$5,000				
Endorsements	<p>SANCTIONS CLAUSE (AMENDED) BHSI will not pay any claim and BHSI will not provide any cover or benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose BHSI to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of New Zealand, Australia, the European Union, United Kingdom, or United States of America. All other terms and conditions of this Policy remain unchanged.</p> <hr/> <p>LIMIT OF INDEMNITY SPLIT Condition 10 (Limit of Indemnity) is amended to provide that: (a) the maximum amount payable by BHSI under this Policy for Loss excluding Defence Costs will not exceed \$1,000,000 in the aggregate for the Period of Insurance; and (b) the maximum amount payable by BHSI under this Policy for Defence Costs will not exceed \$1,000,000 in the aggregate for the Period of Insurance.</p> <hr/> <p>MEDICAL/DENTAL EXCLUSION BHSI shall not be liable in respect of any Claim arising out of, based upon or attributable to: (a) the provision of, or failure to provide medical (including dental) advice or medical (including dental) services including related care; or (b) the prescription, sale, consumption or distribution of, or professional advice given in connection with, any medicine or medical (including dental) device.</p> <p>QBE SANCTIONS CLAUSE</p> <p>Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed that this policy does not insure any loss or provide any benefit under this policy where a claim payment would breach any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of any country.</p> <hr/> <p>CO-INSURANCE BHSI means the following companies who severally agree each for the proportion set against its name to indemnify the Trustee or the Trust within the terms of this Policy and the liability for each company individually in respect of any Loss or Defence Costs will be limited to its stated proportion.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Company</u></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Proportion</u></th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> </tr> </tbody> </table>		<u>Company</u>	<u>Proportion</u>		
<u>Company</u>	<u>Proportion</u>					

	Berkshire Hathaway Specialty Insurance Company	60% (lead)
	QBE Insurance (Australia) Limited	40%
Policy Wording	Manuscript – as expiring	
Retroactive Date	30 June 2008	
Insurer	Berkshire Hathaway	60%
	QBE	40%

Cyber Liability

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy.

The Policy Covers	<p>First Party Insuring Agreements</p> <ul style="list-style-type: none"> ▪ Incident Response ▪ Business Interruption ▪ Data and System Recovery ▪ Cyber Extortion <p>Third Party Insuring Agreements</p> <ul style="list-style-type: none"> ▪ Privacy and Network Security Liability ▪ Medial Liability <p>Insuring Agreement Extensions If 'Not Covered' shown below no coverage is afforded</p> <ul style="list-style-type: none"> ▪ Emergency Incident Response ▪ Betterment Costs ▪ Cyber Crime ▪ Reward Expenses ▪ Telecommunications Fraud ▪ Special Defence Costs 		
Policy Period	From 4.00 p.m. 1 November 2022 to 4.00 p.m. 1 November 2023		
Named Insured	Buller District Council		
Policy Aggregate	Maximum aggregate amount payable by the Insurer under the Policy in respect of the Policy Period		\$1,000,000
	Irrespective of the number of Claims , the number of Limits of Insurance , number of claimants, number of Insureds making a Claim , number of Insuring Agreements and/or Insuring Agreement Extensions claimed under and/or anything whatsoever, including any combination of those things		
First Party Insurance Agreements		Limit of Insurance	Excess
	Incident Response	\$1,000,000	\$5,000
	Business Interruption	\$1,000,000	\$5,000 Waiting Period: 12 hours
	Data and System Recovery	\$1,000,000	\$5,000
	Cyber Extortion	\$1,000,000	\$5,000
Third Party Insuring Agreements	Privacy and Network Security Liability	\$1,000,000	\$5,000
	Sub limits:		
	▪ Consumer Redress Fund	\$1,000,000	\$5,000
	▪ Payment Card Loss	\$1,000,000	\$5,000
	▪ Regulatory Fines	\$1,000,000	\$5,000
	Media Liability	\$1,000,000	\$5,000
Insuring Agreement Extensions	Emergency Incident Response	\$50,000	Nil
	Betterment Costs	\$50,000	\$5,000
	Cyber Crime	\$50,000	\$10,000
	Reward Expenses	\$50,000	Nil

	Telecommunications Fraud	\$50,000	\$50,000
	Social Engineering Fraud	Not Covered	
	Special Defence Costs	\$500,000	\$5,000
Retroactive Date	Unlimited		
Coverage Territory	To the extent permitted by regulations and law (includes but not limited to any trade or economic sanction applicable to either party), covers Wrongful Acts and Claims made anywhere in the world.		
Governing Law and Jurisdiction	New Zealand		
Endorsements	<p>CyberERMv2-000014 0319 – Incident Response Endorsement</p> <p>This endorsement provides crisis response services through Your election to utilise the Cyber Incident Response Team for Incident Response Expenses or Emergency Incident Response Expenses outlined in Chubb's Cyber insurance policy wordings. Any election to utilise or not utilise the services under this endorsement will not prejudice any of Your rights under the Policy.</p> <p>In the event of an actual or reasonably suspected Cyber Incident or Business Interruption Incident, You may either:</p> <ol style="list-style-type: none"> contact the Chubb Cyber Incident Response Centre through any of the following: Chubb Cyber Alert App: download for iPhone and Android devices available on www.chubbcyberalert.com Chubb Cyber Alert Website: www.chubbcyberalert.com Chubb Cyber Alert Hotline: 0800 441 402 <p>Or</p> <ol style="list-style-type: none"> choose and contact a Cyber Incident Response Manager from our Pre-Approved Response Manager Panel. <p>Solely in regards to coverage under this endorsement, the Policy is amended as follows:</p> <p>Should You engage the Cyber Incident Response Manager, the excess for the Cyber Incident Response Manager's service shall be \$0.</p> <p>Section 3 'General Definitions' is amended by adding the following additional definitions:</p> <ul style="list-style-type: none"> Chubb Cyber Incident Response Centre is the emergency call centre service for the purpose of contacting the Cyber Incident Response Manager. Cyber Incident Response Manager means either the following: <ol style="list-style-type: none"> the individual designated through the Chubb Cyber Incident Response Centre to coordinate the Cyber Incident Response Team; or the individual or entity on our Pre-Approved Response Manager Panel that is chosen by You to coordinate the Cyber Incident Response Team. Cyber Incident Response Team means the entities engaged by the Cyber Incident Response Manager to provide incident response services described in Chubb's Cyber insurance policy wordings. <p>A list of Cyber Incident Response Team members is available on request.</p> <ul style="list-style-type: none"> Pre-Approved Response Manager Panel means the list of firms on Our pre-approved incident manager list available on request from Us. 		
Policy Wording	Chubb Cyber Enterprise Risk Management Version 2 Policy 05/21		
Insurer	Chubb Insurance New Zealand Limited		100%

Port Operators Liability

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy.

The Policy Covers	Covers liability arising from the activities in connection with Port operations and/or associated activities.	
Period of Insurance	From 4.00 p.m. 01 November 2022 to 4.00 p.m. 01 November 2023	
Insured	<ul style="list-style-type: none"> ▪ Port of Westport ▪ Buller District Council <p>And/or associated organisations including trusts and community boards, their subsidiaries and related entities and/or council controlled organisations or council owned organisations for their respective rights and interests and/or as may be agreed.</p>	
Insured Location	<p>Grey District Council region NZ – only those navigable waters gazetted to be the responsibility of the Insured.</p> <p>Locations specifically related to the agreed contract "Dredging services contract PNL[Final Draft]" Contract #302 dated July 2022.</p>	
Interest Insured	<p>Covering the Insured's legal liability arising from and in relation to:-</p> <ul style="list-style-type: none"> • Customer Liability; • Third Party Liability; • Fines and Penalties; • Pollution Liability; • Errors and Omissions; • Wreck Removal Liability; • Tenant's Liability; • Infringement of Personal Rights; • Approved Costs and Expenses; and • Consultancy Services (optional extension of cover) provided that the liability arises as a result of an occurrence within the period of insurance from the Insured Operation(s) at and/or from the Insured Location(s) detailed above. 	
Insured Operation(s)	<p>Principally port operators, landlord, tenant, lessees and managers and any other activity connected with the operation and anagement of port facilities at Westport Harbour, New Zealand including;</p> <ul style="list-style-type: none"> • Harbour master services • Maintenance of navigational aids including buoys/lights provision; • Maintenance of berths and channels; • Maintenance of marine pilots; • Provision of mooring services; • Provision of ancillary port services including crew transfers, waste disposal, security, water, port permits, and landside emergency services; • Landlord and property owner for fishing and pleasurecraft berths; • Public carparks; and • Managers of maintenance dredging program, and provision of dredge to third parties 	
Limit of Liability	for any losses, damages, liabilities or costs as a result of an Occurrence during the Period of Insurance subject to the Sub Limit(s) of Liability detailed below (excluding Approved Costs and Expenses).	\$10,000,000
	total aggregate liability any one Period of Insurance for costs in respect of or in any way related to insuring Clause 1.9 Approved Costs and Expenses.	\$1,000,000

Sub Limits of Liability	any one occurrence and in the aggregate for all occurrences in anyway related to Customer Liability.	\$10,000,000
	any one occurrence and in the aggregate for all occurrences in any way related to Third Party Liability.	\$10,000,000
	any one occurrence and in the aggregate for all occurrences in relation to fines and penalties.	\$500,000
	any one occurrence and in the aggregate for all occurrences in relation to a Pollution Incident.	\$1,000,000
	any one occurrence and in the combined aggregate for all occurrences in relation to errors and omissions, including delay and wrongful delivery, and Consultancy Services.	\$500,000
	any one occurrence and in the aggregate for all occurrences in relation to any temporary hire agreement.	\$100,000
	any one occurrence and in the aggregate for all occurrences in relation to Wreck Removal Liability.	\$1,000,000
	any one occurrence and in the aggregate for all occurrences in relation to Tenant's Liability.	\$1,000,000
	any one occurrence and in the aggregate for all occurrences in relation to Infringement of Personal Rights.	\$1,000,000
Deductible	any one Occurrence except for the following	\$25,000
	in relation to Approved Costs and Expenses as per Clauses 1.9.1, 1.9.2 and 1.9.3.	\$25,000
	Wreck Removal Liability	\$50,000
Endorsements	Cyber Attack Exclusion	
	Notwithstanding any terms or conditions under this policy, this policy of insurance does not cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.	
	Provided that where this policy is endorsed to cover risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, then the above exclusion shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.	
	Sanctions Regulation Exclusion	
Notwithstanding any other terms or conditions under this policy, the Insurer shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to any Insured or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions, law or regulation.		
Infectious or Contagious Disease Exclusion		
Notwithstanding any clause to the contrary, this policy does not cover any loss, damage or expense arising directly or indirectly from, or in any way connected with, the actual or suspected presence or threat of any virus, organism or like substance that is capable of inducing disease, illness, physical distress or death to any humans, animals or plants, whether infectious or otherwise, including but not limited to any epidemic, pandemic, influenza, or any outbreak of a virus or disease affecting humans, animals or plants, or any derivative or mutation thereof. This includes, but is not limited to, the human coronavirus, SARS-CoV-2, which causes the disease COVID-19.		

Approved Costs and Expenses – Section 3 Amendment

Section Three – Limits of Liability

1. The Insurer's liability to indemnify the Insured for any losses, damages or liabilities as a result of an Occurrence (excluding Approved Costs and Expenses Clause 1.9) will not exceed the limit of liability and sub limits of liability shown in the Schedule.
2. The Insurer's liability to indemnify the Insured for Approved Costs and Expenses covered under Insuring Clause 1.9 will not exceed the limit of liability shown in the Schedule.
3. Sub limits of liability and any amounts specified in the Insuring Clauses and Extensions are part of and not payable in addition to the limit of liability, except where specifically stated.
4. The inclusion of more than one Insured under this policy does not operate to increase the total amount payable by the Insurer under this policy.

Policy Wording	Berkshire Hathaway Specialty Insurance Port Operators Liability Insurance Policy Wording
Insurer	Berkshire Hathaway Specialty Insurance Company 100%

Marine Hull and Machinery

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy.

Covering	Hull, Machinery, Fixtures, Fittings, Ships Gear and other associated equipment	
Period of Insurance	From 4.00 p.m. 01 November 2022 to 4.00 p.m. 01 November 2023	
Insured	Buller District Council	
Sums Insured	"Kawatiri"	\$1,650,000
	Hydrographic Equipment (on Trevor James boat)	\$194,000 tb
Deductibles	"Kawatiri"	\$25,000
	Hydrographic Equipment	\$10,000
Conditions of Cover	As Per Institute Time Clauses - Hulls 1/10/83 plus additional Clauses	
Clauses	<p>HULL AND MACHINERY Institute Time Clauses - Hulls 1/10/83 Clause 6.2.4 amended to read "negligence of repairers or charterers" Clause 6.1.8 amended to include Landslip Clause 8: 3/4ths Collision Liability deleted Clause 12: Deductible – As per the attached Vessel Schedule Clause 22: Returns for Lay-up and Cancellation - Deleted Institute Additional Perils Clauses – Hulls 1/10/83 Institute War & Strikes Clauses - Hulls - Time 1/10/83 Clause 1 amended to include the following: Clause 1.7 sabotage, vandalism and malicious mischief Institute Time Clauses - Hulls - Leased Equipment Clause Institute Time Clauses - Hulls - Parts Removed Clause</p> <p>ADDITIONAL CLAUSES Affiliated Companies Clause Classification Condition Compliance & Seaworthiness Condition Electronic Time/Date Exclusion Clause 10/1998 (Applicable to Hull Risks) Helicopters Clause Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03 Mutually Acceptable Surveyors Clause Pilots Non-liability Clause Progress Claims Payments Clause Subrogation Clause</p>	
Policy Wording	Vero Marine Hull	
Insurer	Vero	100%

Shipowners Protection & Indemnity Liability

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy.

Insured	Buller District Council	
Period of Insurance	From 4.00 p.m. 01 November 2022 to 4.00 p.m. 01 November 2023	
Covering	<p>Third Party Liability cover in respect of specified vessels: “Kawatiri” Included:</p> <ul style="list-style-type: none"> ▪ Cover is provided in accordance with the Rules of the Association, unless otherwise stated in the full Certificate of Insurance and includes, but is not limited to, the following: - Pollution - Rule 2 Section 9 - Towage – Rule 2 Section 10 Cover in respect of the following sections is provided in accordance with the Rules of the Association, but modified in accordance with the conditions stated: - Collision with other vessels - Rule 2 Section 7 - Including full collision liabilities (4/4ths). -Liabilities in respect of seafarers - Rule 2 Section 1 - Excluding claims recoverable under The Accident Compensation Act 2001 (or any amending/replacing legislation). <p>Excluded Cover in respect of the following sections is excluded : - Cargo Liabilities - Rule 2 Section 14 - Property on Board the insured vessel - Rule 2 Section 17</p>	
Territorial Limits	New Zealand Waters	
Limit of Indemnity	As per Rules, but limit of Liability, each incident all claims	USD 500,000,000
Deductibles	“Kawatiri” – all claims, each incident	\$5,500
Conditions of Cover	Cancelling Returns Only.	
Other Material Facts	Short term bareboat charters of tugs / pilots / workboats are automatically included within the cover provided by the Association within this policy.	
Specialist Operations Cover (Kawatiri)	<p>Included: - Specialist Operations & Constructions Package Enhanced Limit(s) of Cover: Section 3 Specialist Operation and Incidental Salvage only. - Any one accident or occurrence or series of accidents or occurrences arising out of any one event NZD 10,000,000 Deductibles: - NZD 16,500 Any one accident or occurrence or series of accidents or occurrences arising out of any one event.</p> <p>Excluded – Section 1 - Liability arising under indemnities and contracts – Section 2 - Marine Employers' Liability – Section 4 - Remotely operated vehicle (ROV) cover – Section 5 - War risks – Section 6 - Extended Towage – Section 7 - Diving risks</p>	
Legal Costs Cover (Kawatiri)	<p>Included: - Legal Costs Cover a per Rule 6 Limit(s) of Cover:</p>	

-
- Notwithstanding the provisions of Rule 21 C cover for each dispute is limited to NZD 500,000
 - Deductibles:
 - **NZD 1,250** each dispute
-

Associated Parties

General Co-Assured Non Charterer

In Respect of the following:

- CENTREPORT LTD
- EASTLAND PORT LTD
- PORT OF GREYMOUTH
- PORT NELSON LTD
- WESTREEF SERVICES LIMITED

General Co-Assured – Non Charterers Clause:

The Association agrees that the above named General Co-Assured-Non Charterer is entitled to recover from the Association in accordance with the provisions of Rule 41 2 d.

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Protected Co-Assured

In Respect of the following:

- TALLEY'S GROUP LIMITED NELSON DIVISION

Protected Co-Assured Clause:

If an above named Protective Co-Assured complies fully with the requirements of Rule 41 2 (b) (i)-(ii) then he shall be covered but only to the extent of cover provided in Rule 41 2 (b) (iii).

If an above named Protective Co-Assured has not entered into a contract with the Member or joint Member on Knock for Knock terms but does fully meet the requirements of 41 2 c (i) to (ii) then he shall be covered but only to the extent of cover provided in Rule 41 2 c (iii).

Once the Association has indemnified a Protective Co-Assured for a claim under this Protective Co- Assured clause then it is agreed that, in respect of such claim:

- i. the Association shall be under no further liability and shall make no further payment to any other person or company, including the Member;and
 - ii. the Association waive its rights of subrogation, if any, against the Protective Co-Assured.
-

Remotely Piloted Aircraft Hull & Liability

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy wording.

Type	Drone Hull and Liability Policy - PA-AUS-1661991348390
Insured	Buller District Council
	6-8 Brougham St, Westport 7825, NZ
Period of Insurance	From: 01 Nov 2022
	To: 31 Oct 2023
	Both days inclusive
Policy Number	AU-PA-000882
Insurer	HDI Global Specialty SE – Australia for their 100% share of 100%
Geographical Limits	New Zealand
Interested Parties	Nil
Cover Type	Section 1: Drone Hull Section 2: Flight Legal Liability Section 3: Public Legal Liability
Sum Insured	Section 1 Drone Hull: Agreed Values as Per Asset Schedule Section 2 Flight Legal Liability: <ul style="list-style-type: none"> • DJI Phantom 2 with serial number PH645519R18: NZD 10,000,000 • DJI Phantom 4 with serial number 07SDDAN00100FS: NZD 10,000,000
Portion of risk held	100% share of 100%

Serial Number	PH645519R18	DJI Phantom 2	
Asset Type	uav	Risk Covered	Liability only Full Flight Risks
Attached	01 Nov 2022	Expires	31 Oct 2023
Section 1	Not Insured		
Section 2	NZD 10,000,000 Flight Legal Liability		
Deductible	Not Applicable		
Operation Types	Visual Line of Sight, below 400 feet		
Uses	Aerial Photography or Surveying		
Pilot Warranty	As approved by the Chief Pilot.		
Remote Pilots	Gina Hogarth		
Interested Parties	Nil		
Based In	New Zealand, Te Taihau ā uru, 7825		

Serial Number	07SDDAN00100F S	DJI Phantom 4	
Asset Type	uav	Risk Covered	Hull and Liability for Full Flight Risks
Attached	01 Nov 2022	Expires	31 Oct 2023
Section 1	NZD 2,500 Agreed Value		
Section 2	NZD 10,000,000 Flight Legal Liability		
Deductible	1.00% of the Agreed Value (minimum NZD 500.00) each and every claim excluding total loss.		
Operation Types	Visual Line of Sight, below 400 feet		
Uses	Aerial Photography or Surveying		
Pilot Warranty	As approved by the Chief Pilot.		
Remote Pilots	Gina Hogarth		
Interested Parties	Nil		
Based In	New Zealand, Te Taihau ā uru, 7825		

POLICY ENDORSEMENTS

- Additions and Deletions
- Airfreight Charges
- Breach of Air Navigation Regulations Clause
- Constructive Total Loss Declared
- Extended Coverage Endorsement (Hulls)
- Extended Coverage Endorsement (Liabs)
- Issuance of Certificate of Currency
- No Claim Bonus on Renewal
- Road Transit Extension
- Salvage Right of Refusal
- Unauthorised Use

Airport Owners & Operators

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy wording.

The Policy Covers	The Insurers agree to pay on behalf of the Insured all sums, less any applicable deductible, which the Insured shall become legally liable to pay as damages for Bodily Injury and/or Property Damage caused by an Occurrence arising out of the Insured's business as owner and/or operator of the Airport(s) specified and subject to the Geographical Limits stated and as more fully described in the policy.
Period of Insurance	From 1 November 2022 to 1 November 2023; both days at 16:00 New Zealand local standard time
Insured	The Entities Named in the attached "Schedule of Cover and Entities" and/or Associated and/or Subsidiary Companies for their respective rights Interests
Business Description	Owner and/or operator of the Airports and/or Airfields/Aerodromes, Local Territorial Authority and as otherwise described.
Limit of Liability	Combined Single Limit (Bodily Injury / Property Damage) any one occurrence but in the annual aggregate regarding Products Liability, as shown in the attached schedule of covers.
Territory	New Zealand but worldwide in respect of products liability.
Jurisdiction	This insurance shall be governed by and construed in accordance with the law of New Zealand and each party agrees to submit to the exclusive jurisdiction of any competent Court within New Zealand.
Excess GST is not applicable	\$2,500 each and every loss in respect to property damage only.
Policy Wording	Sterling form V1.2022 based on AVN98A Airport, Aviation Products, Grounding and Other Aviation Liabilities Insurance (Excluding Section 1 A & B; Section 2 A; Section 3 A & 7 B) and as amended below:-
Endorsements	<p>Noise and Pollution and other Perils Exclusion Clause AVN.46B but Paragraph 1(b) not applicable to the pollution and/or contamination of a goods or product(s) sold or supplied by the Insured.</p> <p>War, Hi-Jacking and Other Perils Exclusion Clause AVN.48B with all sub-paragraphs other than (b) deleted in accordance with Extended Coverage Endorsement AVN.52G (Sub-Limit \$100,000,000 any one occurrence and in the annual aggregate, or the applicable Combined Single Limit, whichever is the lesser).</p> <p>Date Recognition Exclusion Clause AVN.2000A.</p> <p>Date Recognition Limited Coverage Clause AVN.2001A.</p> <p>Date Recognition Limited Coverage Clause AVN.2002A.</p> <p>Nuclear Risks Exclusion Clause AVN38B</p> <p>Asbestos Exclusion Clause 2488AGM00003 (amended)</p> <p>Contracts (Rights of Third Parties) Act 1999 (or local statute equivalent) Exclusion Clause AVN72.</p> <p>Data Event Exclusion Clause</p> <p>Cross Liability Clause AVN.63</p> <p>Severability of Interest</p> <p>For the purposes of this Insurance, each Insured shall be considered as a separate and distinct entity and the Insurance terms and conditions shall apply separately to each</p>

Insured against whom a claim is made or suit is brought in the same manner as if a separate Policy has been issued to each of the said parties, PROVIDED NEVERTHELESS that nothing in this Paragraph shall be deemed to increase the limit of the Insurer's liability set forth elsewhere in this Insurance.

Item 10(b) of the schedule is completed as follows:

Maximum Number of Passengers: As per the aircrafts certificate of airworthiness.

Purpose of Use:

Standard Uses: As required by the insured

Special Uses; As required by the insured

Conditions required under section 2(b):

- (a) The insured must undertake their best endeavours to be added as additional insured to the aircraft operators hull & liability policy coverage.
- (b) Warranted the aircraft operator has in force and maintains hull and liability insurance at all times.

Exclusion (e) of section 2 coverage B is deleted where a hull limit is specified under the "schedule of Cover and Entities"

Section 4 includes the following endorsements:

In addition to the insureds Airport Location, as specified in item 5 of the schedule, coverage under this policy also includes locations elsewhere in the course of any work, or of the performance of any duties, carried out by the insured.

Exclusion (A) of Section 4 is amended to include the following:

- (A) Property Damage to property owned, rented, leased or occupied by or in the care, custody or control of the Insured other than Property Damage to:
 - (i) aircraft/aircraft equipment not owned, rented or leased by the Insured, while such aircraft are on the ground and in the care custody or control of the Insured for the purpose of storage, servicing, handling or maintenance.
 - (ii) Vehicles not owned, rented or leased by the Insured, while such vehicles are at the Airport(s) specified in Item 5 of the Schedule.
 - (iii) Baggage and/or cargo not owned by the Insured while such baggage and/or cargo is in the care, custody or control of the Insured.
 - (iv) Buildings rented, leased or occupied, but not owned, by the insured.

This Policy is extended to cover liability arising out of the use of government, emergency and security vehicles whilst airside, at airports Insured as specified under Item 5 of the Schedule, conducting operations as approved by the Insured.

Notwithstanding General Condition 3, coverage afforded by this extension shall be excess of any other valid and collectible insurance.

Coverage provided by Endorsement shall exclude road traffic acts or equivalent.

This Policy automatically include the liability of the Insured for Bodily Injury and/or Property Damage caused by an Occurrence arising from all practice emergency procedures incidental to operations of Insured Airports, as specified in Item 5 of the Schedule, (coverage does not extend to pay for Property Damage to Aircraft and/or equipment all risks unless specifically agreed by the Insurers).

Coverage hereunder includes where required all roadways, car parks and easements adjacent and contiguous to properties owned, operated or under control of the Insured's Airport Operating Authority but excluding Road Traffic Acts or equivalent - elsewhere to be agreed by the Insurers.

Contracts Work extension clause:

Notwithstanding Exclusion 2 of the Policy Wording It is noted and agreed that the coverage is extended to include the Insureds' (and/or their contractors and/or sub-contractors) liability arising out of Contract Works, but subject to the following conditions:-

- (i) Contracts with a Contract Value up to \$1,000,000 shall be automatically covered up to individual policy limits).

(ii) Contracts with a Contract Value that exceed \$1,000,000 shall be covered subject to Contractors and/or Sub-contractors carrying their own liability insurance with a minimum limit of \$5,000,000 any one Occurrence (with coverage hereon to respond in excess of this amount up to individual policy limits). The Insured(s) hereunder to be added as Joint Insureds to such Contractors and/or Subcontractors liability insurance policies.

(iii) On contracts with a contract value that exceeds \$1,000,000, on which the contractor and/or sub-contractors do not have public liability insurance, this Policy will extend to include such 'primary' liability at terms to be agreed by Insurers in advance of the commencement of any contract works.

It is agreed that the coverage afforded to the Insured under this Policy is extended to apply to such liability of the Insured arising from the operation of Contracted Parties. Subject to the Insured being named as an Additional Insured under Contracted Parties policy. Where the coverage provided by this policy is also provided by other policy(ies), then this policy shall only pay that amount which is in excess of the amount(s) which would have been payable under such other policy(ies) had this insurance not been effected. Excluding any claim or liability which is recovered (in whole or in part) under an insurance policy effected by the Contracted Parties and by reason of the insolvency or financial default of an insurer or insurers.

Contracted Parties are defined as:

Concessionaires operating at the Airport(s)
Contractors and/or Sub-contractors operating at the Airport(s) which fall under the above Contract Works extension clause.
Lessees of hangars and other facilities within the Airport(s) boundaries owned by the Insured

Exclusion (c) is deleted and replaced with the following:

Bodily Injury or Property Damage caused by the use of any vehicle on the road in such a manner as to require insurance or security under any domestic or international law governing road traffic or, in the absence of any applicable law, to liability arising from the use of any vehicle on the public highway.

This exclusion does not apply:

- (a) in respect of any such liability arising from Occurrences within the confines of the Airport(s) specified in Item 5 of the Schedule.
 - (b) in respect of any such liability arising from Occurrences caused by the use of the insured's emergency vehicle(s) responding to an aviation emergency associated with the Insured's aviation operations
- (i) if there is no such applicable law
 - (ii) to the liability of the Insured to pay any amount which is in excess of
 - (1) any prescribed limit that is required to be insured where insurance may be effected to comply with the law whether the Insured effects an insurance policy in respect of such liability or not
 - (2) the limit of liability of the insurance policy effected by the Insured in respect of such liability

whichever is the greater.

Exclusion (D) of section 4 is deleted

Personal Injury Extension Clause AVN60A – limited within the Combined single Limit to USD25,000,000 (or currency equivalent) any one offence and in the aggregate or the applicable Combined Single Limit, whichever is the lesser, for all claims occurring during the period of insurance.

Sanctions and Embargo Clause AVN 111

Additional Insureds, waivers of rights of subrogation, indemnity provisions, hold harmless

agreements, cross liability clauses and other contractual arrangements in force prior to the commencement of this Insurance are automatically incorporated herein. New agreements entered into by the Insured during the Period of Insurance are automatically included hereon provided such agreements are entered into in pursuance of normal commercial operations in accordance with the usual practice of the Insured. Other agreements outside the scope of the normal commercial operations of the Insured during the Period of Insurance are subject to prior approval by Insurer.

Agreed that Aon New Zealand Ltd. Are authorised to issue certificates as evidence of Insurance as may be required on behalf of Insurers.

Item 8 of the Schedule is completed as follows:
Aon New Zealand Ltd, 1st Floor, Aon House, 300 Moray Place, Dunedin 9016

Payment Terms	<p>Premium payable as follows:</p> <p>In full within 60 days of inception subject to Premium Payment Clause LSW3001 (amended)</p> <p>PREMIUM PAYMENT CLAUSE The Insured undertakes that Premium, as specified in Item 7 of the Schedule, will be paid in full to Insurers within 60 days of inception of this Policy (or, in respect of instalment premiums, when due). If the premium due under this Policy has not been so paid to Insurers by the 60th day from the inception of this Policy (and, in respect of instalment premiums, by the date they are due) Insurers shall have the right to cancel this Policy by notifying the Insured via the firm in writing. In the event of cancellation, premium is due to Insurers on a pro rata basis for the period that Insurers are on risk but the full policy premium shall be payable to Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy. It is agreed that Insurers shall give not less than 30 days prior notice of cancellation to the Insured via the broker, reducing to 10 days for non payment. If premium due is paid in full to Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period. If any provision of this Clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this Clause which will remain in full force and effect.</p>
Warranties/Subjectivities	Nil
Security and Administration	<p>(RE)INSURERS LIABILITY CLAUSE</p> <p>(Re)insurer's liability several not joint The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.</p> <p>The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.</p> <p>In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.</p>

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333
21 June 2007

Insurer	Certain Underwriters at Lloyds
Contract Changes	To be agreed with the insurers
Claims Agreement	To be agreed with the insurers
Claims Administration	Claims to be advised by the appointed Loss adjustors and/or the broker herein lawyers to be agreed by Insurer

Infrastructure Insurance – Cover Summary

This summary of cover has been prepared for general reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy wording.

The Policy Covers	Direct physical loss and resultant Business Interruption caused by a Natural Catastrophe Event including: Earthquake, Natural Landslip, Flood, Tsunami, Tornado, Windstorm, Volcanic Eruption, Hydrothermal & Geothermal activity and Subterranean Fire. Business Interruption is limited to Additional Increased Costs of Working (AICOW) and Enablement Costs	
Period of Insurance	From 4.00 p.m. 01 November 2022 to 4.00 p.m. 01 November 2023 insert date local time	
The Insured	<p>South Island Local Authority Shared Services consisting of:</p> <ul style="list-style-type: none"> ▪ Buller District Council ▪ Environmental Southland ▪ Grey District Council ▪ Nelson City Council ▪ Queenstown Lakes District Council ▪ Tasman District Council ▪ West Coast Regional Council ▪ Westland District Council <p>and/or associated and/or subsidiary companies and/or Council Controlled Organisations, Body(ies) Corporate(s) for their respective rights and interests and/or as may be agreed</p>	
Situation of Risk	Anywhere in New Zealand but principally Cresta Zones 11,14,15 and 16.	
Programme Limit of Liability	Combined limit for any one loss or series of losses arising out of any one event. Including one automatic reinstatement for earthquake only at nil premium. Any subsequent reinstatement will be charged at pro-rata of the renewal premium for time and limit.	\$300,000,000
Sub Limits of Liability	<u>Section 1: Material Damage</u>	
	Buller District Council	\$60,000,000
	Environmental Southland	\$35,000,000
	Grey District Council	\$100,000,000
	Nelson City Council	\$180,000,000
	Queenstown Lakes District Council	\$197,000,000
	Tasman District Council	\$100,000,000
	West Coast Regional Council	\$35,000,000
	Westland District Council	\$60,000,000
	Unspecified Items (combined total)	\$2,500,000
	Extra Expense	\$18,000,000

Section 2: Business Interruption

Additional increased cost of working (Shared limit across all councils – 24 month Indemnity Period)	\$5,000,000
Claims Preparation Costs (this sub limit is not limited to a 40% order figure, with 100% of the agreed costs being payable subject to a maximum of NZD1,500,000 each and every loss).	\$1,500,000
Expediting Expenses – 24 month Indemnity Period	Up to 15% of the Council's Loss Limit (as part of and not in addition to Council Limit)
Enablement Costs	\$18,000,000

DEDUCTIBLES:

Apply to the combined Material Damage and Business Interruption loss for any one event

Each and every claim	
Buller District Council	\$250,000
Environmental Southland	\$250,000
Grey District Council	\$250,000
Nelson City Council	\$1,800,000
Queenstown Lakes District Council	\$1,000,000
Tasman District Council	\$750,000
West Coast Regional Council	\$250,000
Westland District Council	\$250,000

Note: For the Perils of Flood and Windstorm (including Storm Surge), the deductibles for the Buller District Council, West Coast Regional Council, Grey District Council and Westland District Council will increase to NZD 1,000,000 each and every loss.

General Policy Information

Policy Wording	Local Authority Infrastructure Policy 2021
Insurer	Various 40%

Buller District Council - list of above ground assets insured as at 1 November 2022

ATTACHMENT 2

Property Address	Building Description	Property Use Type	Actual Year Built	Comments	Total Sum Insured	Annual premium
					\$ -	\$ -
Palmerston St Westport	Theatre	Theatre	2010	NBS Theatre - constructed from original community centre plus an addition. No	\$ 6,010,000	\$ 22,326.16
Palmerston Street Westport	Offices	Clock Tower	1940	Former council offices and chambers. The building comprises a several offices	\$ 4,496,000	\$ 15,999.30
Brougham St Westport	Council Offices	Council Building	1959	Standard council office with perimeter offices and central core open space. As	\$ 3,576,000	\$ 11,872.12
Palmerston Street Westport	Museum/I-Site	Museum	2013	New cultural hub building with Coal Museum. Main building houses i-site, AA c	\$ 2,949,000	\$ 11,770.70
Victoria Square - Brougham St We	Grandstand	Grandstand	1981	Grandstand with exterior concrete terrace seating and lower level amenities. V	\$ 2,591,000	\$ 9,260.64
Westport Harbour	Pontoons		2021	New 2021	\$ 2,500,000	\$ -
Shiel St Reefton	Community hall	Community Hall	1963	Community hall joined to theatre/cinema. Currently occupied partially by a Gyr	\$ 2,080,000	\$ 7,860.98
Smith St Reefton	Cinema	Theatre and Basement	1925	Community theatre and cinema. Joined to the community hall.	\$ 1,920,000	\$ 6,471.40
87-89 Palmerston St Westport	Library	Library	1983	Standard suburban library with open area and offices to rear, amenities, meetin	\$ 1,845,000	\$ 6,577.36
Broadway Reefton	Old Service Centre	Old Service Centre	1972	Library and Service centre. Library added in 1996. Simple office space and op	\$ 1,518,000	\$ 5,280.85
-	IT Assets Contents			not included in total but required to be disclosed to insurer for cover	\$ 1,212,150	\$ 5,042.54
Marine Parade Carters Beach Car	Hall	Hall	1968	Community hall located on beach front, repainted exterior and new alluminum d	\$ 1,125,000	\$ 4,017.50
68 - 76 Peel St Westport	Pensioner Units 8	Pensioner Flats (8)	1982	Eight pensioner flats located in four blocks of two flats. Separate garage located	\$ 1,072,000	\$ 3,903.20
	Capital Additions Extension			not included in total but required to be disclosed to insurer for cover	\$ 1,000,000	\$ 1,060.00
	Contract Works Extension			not included in total but required to be disclosed to insurer for cover	\$ 1,000,000	\$ 530.00
2c Coates Street Westport	Warehouse	Industrial	2015	A 2015 Polytechnic purpose built corrugated iron structure built on a concrete s	\$ 982,000	\$ 4,907.68
Main Road Ngakawau Ngakawau	Hall	Hall	1952	Community hall with i site, main hall area, kitchen, ablutions and covered veran	\$ 913,000	\$ 3,171.94
Russell St Depot Westport	Offices	Office Building	1925	Converted dwelling extended in 1995, housing offices of Westreef. Assume \$8	\$ 885,000	\$ 2,993.66
Westport Airport Carters Beach	122 Terminal loading Bay	Airport Terminal Building	2007	Airport terminal consisting of lounge space, amenities, baggage handling area, c	\$ 857,000	\$ 3,327.68
3a-3e Stafford St, Westport	5 x Kainga Ora Houses	Residential	1980	New 2021	\$ 850,000	\$ 3,323.50
Shiel/Smith St Reefton	Community hall/Cinema	Hall, Theatre & Basement	2016/17	Renovations to hall & cinema, including fitout. Seismic strengthen to 70% NBS	\$ 818,016	\$ 3,402.95
33-39 Bridge St Reefton	Pensioner Flats (4)	Pensioner Flats (4)	1959	Four pensioner houses located in two blocks of two. Units 37/39 have single c	\$ 812,000	\$ 2,738.20
35-43 Henley St Westport	Pensioner Units (5)	Pensioner Flats (5)	1978	Five single bedroom flats with good street frontage adjoining the Kynesley Re	\$ 794,000	\$ 2,792.90
Russell St Depot Westport	General Storage Bldg	Store	1947	Fronting Russell Street and attached to the main workshop. Nearly all unlined,	\$ 752,000	\$ 3,188.74
14 Palmerston Street	Commercial Building	Commercial - PHO lease	1970s	ex-Westport Harbour Ltd	\$ 740,000	\$ 3,699.56
10 Lyndhurst Street	Industrial Building/Brewery	Industrial Building/Brewery	Circa 1994	Ex brewery constructed in the 1990s with upgrading at various times. The front	\$ 739,000	\$ 2,751.68
Waverley St Karamea	058 Sports Pavilion	Hall and Memorials	1945	War Memorial, Pavilion Hall and Grandstand. The hall is currently used as a ba	\$ 722,000	\$ 2,476.70
68 - 76 Peel St Westport	Pensioner Flats	Pensioner Flats (4)	1988	Four pensioner flats in one block.	\$ 692,000	\$ 2,396.20
7-9 Don St Reefton	Pensioner Flats (4)	Pensioner Flats (4)	1978	Two blocks of two pensioner units. 7A has a single carport.	\$ 629,000	\$ 2,216.65
123-129 Broadway Reefton	Pensioner Flats (4)	Pensioner Flats (4)	1983	Four pensioner units located in two blocks of two with drive on access and she	\$ 622,000	\$ 2,196.70
State Highway 67 Little Wanganui	Community Hall	Community Hall	1951	Community hall with addition of store in 2009.	\$ 598,000	\$ 2,101.52
-	NBS Theatre Contents			not included in total but required to be disclosed to insurer for cover	\$ 565,410	\$ 2,352.11
Craddock Drive Westport	125 Tip Face & Canopy	Transfer Station	2005	Transfer Station consisting of new tip face, large shed open at both ends to all	\$ 564,600	\$ 2,213.16
23 Russell St Westport	Pensioner Units (4)	Pensioner Flats (4)	1978	The property comprises four single bedroom pensioner flats built in the late 19	\$ 562,000	\$ 2,025.70

Property Address	Building Description	Property Use Type	Actual Year Built	Comments	Total Sum Insured	Annual premium
					\$ -	\$ -
Palmerston Street Westport	Storage/Archive	Museum	2013	New cultural hub building with Coal Museum. Main building houses i-site, AA c	\$ 544,000	\$ 2,126.09
-	Westport Library Contents			not included in total but required to be disclosed to insurer for cover	\$ 541,380	\$ 2,252.14
Mokihinui Domain Mokihinui	Hall	Hall	1970	Hall on domain site.	\$ 535,000	\$ 1,827.04
-	Cultural Hub Contents			not included in total but required to be disclosed to insurer for cover	\$ 533,000	\$ 2,217.28
The Strand Reefton	101 Pool Structures	Swimming Complex	Pool structures	Enclosed pool complex with changing rooms, 25m pool and learners pool. Pool	\$ 497,000	\$ 1,973.07
27 Wakefield St Westport	Pensioner Units (3)	Pensioner Flats (3)	1977	Block of 3 pensioner flats.	\$ 462,000	\$ 1,634.70
Waverley St Karamea Karamea	Pensioner Units (2)	Pensioner Flats (2)	2013	Two pensioner units and attached carports with storages.	\$ 445,000	\$ 1,480.25
Broadway Reefton	Public Toilets	Public Conveniences	2022	Public Toilets	\$ 440,000	
Buller Rd Reefton	Plunket Rooms	Plunket Rooms	1937	Community plunket rooms.	\$ 439,000	\$ 1,536.65
Craddock Drive Westport	New Shed - new concrete fl in 2014	Transfer Station	2005	Transfer Station consisting of new tip face, large shed open at both ends to all	\$ 434,000	\$ 1,674.32
-	Brougham House Contents			not included in total but required to be disclosed to insurer for cover	\$ 429,000	\$ 1,784.64
Seddonville	Hall	Hall		Community Hall	\$ 408,560	\$ 1,699.61
Waverley St Karamea Karamea	Pensioner Units (2)	Pensioner Flats (2)	1998	Two pensioner units and separate carports.	\$ 408,000	\$ 1,374.80
Marine Parade Carters Beach Car	Toilets	Public Conveniences	1968	Public Conviences located on the foreshore and playground. Advised garage r	\$ 405,000	\$ 1,428.39
Owen St Punakaiki	Abultion Block	Ablution Block	1980	Ablution block containing mens, womens and unisex showers and WC's plus la	\$ 399,600	\$ 1,437.62
Willowbank Road Reefton	128 Tip Face	Transfer Station	2009	New Transfer Station comprising of Tip Face, open implement shed for recycli	\$ 386,900	\$ 1,490.25
104 Queen St Westport	Pensioner Units	Pensioner Flats (2)	1991	Two pensioner units, drive on access no provided.	\$ 380,000	\$ 1,443.00
Owen St Punakaiki	Dwelling	Dwelling & Garage	1962	Office relocated to bedroom and general upgrading.	\$ 365,000	\$ 1,149.50
131-133 Broadway Reefton	Pensioner Flats (2)	Pensioner Flats (2)	1991	Two pensioner units with walk on access only.	\$ 358,000	\$ 1,232.30
Craddock Drive Westport	124 Recycling Shed	Transfer Station	2005	Transfer Station consisting of new tip face, large shed open at both ends to all	\$ 352,000	\$ 1,340.62
Alma Road Westport	WWTP Building	Waste Water Complex	2007	A tiltslab building housing office, staff amenities and plant equipment. Two larg	\$ 336,000	\$ 1,307.24
Reefton Domain Reefton	Dwelling	Caretakers Residence	1970	Managers dwelling, mower shed, carport and new store shed.	\$ 332,000	\$ 1,053.80
Victoria Square Brougham St Wes	Toilets	Public Conveniences	Orginal building	Old toilets renovated and extended in 2011 to provide mens, womens and para	\$ 329,600	\$ 1,233.34
Peel St Depot Westport	Garage Workshop	Garage Workshop	1950	Garaging and workshop space, poor order. Appears to have a section of aspe	\$ 317,000	\$ 1,076.19
Waimangaroa	Hall	Hall		Community Hall	\$ 300,000	\$ 1,248.00
Owen St Punakaiki	Cabins	Cabin	1940	Six cabins, all have power. Units 4 & 5 are doubles and both have kitchenettes	\$ 294,000	\$ 1,051.74
157 Queens Street Westport	dwelling	Dwelling and Garage	Circa 1940's	The property comprises a 1940's weather board bungalow, which provides two	\$ 278,000	\$ 898.30
Reefton Domain Reefton	Abultion Block	Ablution Block	Org 1972 extend	Extended and upgraded in 2002, mens and womens showers, drying room and	\$ 261,600	\$ 1,002.61
119-121 Broadway Reefton	Pensioner Flats (2)	Pensioner Flats (2)	1968	Two pensioner units tidy condition no garaging.	\$ 258,900	\$ 949.87
Mokihinui Domain Mokihinui	Kitchen/Amenities	Kitchen/Dining Block	1970	Kitchen and Dining block on domain.	\$ 256,900	\$ 956.03
Reefton Domain Reefton	Motels (7)	Motel units	1982	Camping ground motel units with a sink bench in each. Seven units in total.	\$ 252,000	\$ 884.66
locations: Fox River, North	Public Toilets(4 units) - galvanised	Public Conveniences -	2018/19	Prefabricated, relocatable toilet blocks (4 Units): each unit = 2 pan toilet	\$ 251,123	\$ 1,044.67
The Strand Reefton	037 Pool Canopy	Swimming Complex	Pool structures	Enclosed pool complex with changing rooms, 25m pool and learners pool. Pool	\$ 248,000	\$ 892.82
Springs Junction	Public Toilets	Public Conveniences	2017	Portacom Public Toilets and associated septic tank facilities	\$ 231,100	\$ 936.15
-	Reefton Service Centre Contents			not included in total but required to be disclosed to insurer for cover	\$ 227,100	\$ 944.74
Palmerston St Westport	Public toilets	Public Conveniences	1996	Public Toilets on main road adjacent to NBS Theatre	\$ 220,900	\$ 813.26
Owen St Punakaiki	Kitchen Block	Kitchen/Dining Block	1980	Kitchen and Dining block with open area, woodburner to main loung area, a se	\$ 202,500	\$ 753.04
19 Broadway Reefton	Dwelling	Dwelling	1921	Residential dwelling in poor order located next to camp site managers dwelling	\$ 198,300	\$ 671.16
Owen St Punakaiki	Motels	Motel units	1985	Motel units with bunk room and main living room with bed. All units have powe	\$ 194,500	\$ 702.91

Property Address	Building Description	Property Use Type	Actual Year Built	Comments	Total Sum Insured	Annual premium
					\$ -	\$ -
Bridge St Reefton	Amenities Store	Amenities	1976	The building provides toilet area, staff smoko, overseers office, blacksmiths and	\$ 188,200	\$ 653.49
165 Queens Street Westport	Museum, effective area of 924 m²	Museum	Mixed Ages circa	A series of buildings connected together to provide display space for	\$ 184,000	\$ 340.40
Mokihinui Domain Mokihinui	Cabins 3	Cabins - 3	1987	Cabins 3	\$ 180,100	\$ 661.77
The Strand Reefton	037 Changing Sheds	Swimming Complex	Pool structures	Enclosed pool complex with changing rooms, 25m pool and learners pool. Pool	\$ 161,400	\$ 632.52
Willowbank Road Reefton	New Shed	Transfer Station	2009	New Transfer Station comprising of Tip Face, open implement shed for recycli	\$ 156,500	\$ 606.73
Peel St Depot Westport	Old Bulk Store	Store Shed	1940	Store shed.	\$ 152,600	\$ 634.82
Reefton Domain Reefton	Kitchen Block	Kitchen	1972	Basic kitchen building with long stainless steel bench to one wall with six sinks	\$ 150,500	\$ 516.37
-	Reefton Community Centre Contents			not included in total but required to be disclosed to insurer for cover	\$ 145,300	\$ 604.45
Victoria Square Russell Street Westport	Toilets	Public Conveniences	2001	Modern unisex exceloo toilets	\$ 143,700	\$ 535.04
Victoria Square, Westport Westport		Skatepark	2019	Resurface existing facilities & construct new 'Full Bowl' structure, new safety	\$ 141,422	\$ 588.32
Kennedy Street Westport	Office	Port	1960	Three Buildings identified at the ported owned by BDC. Plus 3xshipping contain	\$ 138,000	\$ 632.38
Kew Road Westport	Dog Pound	Dog Pound	2002	Dog pound providing cages and runs. Building has water, power and fenced a	\$ 128,700	\$ 488.43
McGill Street (off SHway 67) Wain	Toilet	Public Conveniences	1960	Public Toilets on back of old Hall.	\$ 109,100	\$ 464.46
Oparara Road Karamea Karamea	Works Depot	Works Depot/Staffroom	1984	Works depot and staffroom. Effectively rebuilt in 1984, main floor area plus a s	\$ 107,400	\$ 380.00
Kennedy Street Westport	Iron Shed	Port	1960	Three Buildings identified at the ported owned by BDC. Plus 3xshipping contain	\$ 105,200	\$ 506.53
Waverley St Karamea	new Grandstand	Hall and Memorials	1945	War Memorial, Pavilion Hall and Grandstand. The hall is currently used as a ba	\$ 103,400	\$ 369.94
Inangahua	Hall	Hall		Community Hall	\$ 100,000	\$ 416.00
Russell St Depot Westport	Main Truck Workshop	Truck shelter/Workshop	1970	Mechanics workshop with three service pits. 1.5 metre high concrete block wa	\$ 96,000	\$ 399.36
State Highway 67 Granity	Rotunda	Band Rotunda	1935	Band rotunda	\$ 88,800	\$ 312.38
Peel St Depot Westport	Amenities Lockers	Amenities	1950	Amenities block in yard, poor order. Appears to have an aspetos roof, no add	\$ 87,200	\$ 362.75
Russell St Depot Westport	Open Vehicle storage	Vehicle Storage Shed	1982	Vehicle Store shed situated on northern boundary. Six bay, enclosed three side	\$ 82,300	\$ 281.63
Peel St Depot Westport	Fire Equipment Store	Store Shed	1988	Store shed.	\$ 76,400	\$ 280.30
14 State Highway 7 Springs Juncti	Rural Fire Unit	Fire Station	1999	A rural fire unit building originally built in 1999. Construction comprises of press	\$ 74,800	\$ 289.12
Bridge St Karamea	Public Toilets	Public Conveniences	1998	Public toilets	\$ 73,800	\$ 268.11
Reefton Domain Reefton	Toilet & Shower	Toilet Block & Shed	1940	Former Mens Toilet block and store. Future unknown, boarded up and in very	\$ 73,000	\$ 309.51
Reefton Domain Reefton	Ladies Showers	Toilet/Shower	1940	Formerly ladies shower block, now unisex showers and toilets. In very average	\$ 72,700	\$ 230.25
Brougham St Westport	Garages Boiler	Garage	1960	Garage and boiler. The front area of the building has been converted into an of	\$ 71,000	\$ 295.36
Peel St Depot Westport	Carpenters workshop	Workshop	1988	Workshop located next to store shed.	\$ 69,900	\$ 255.80
State Highway 69 Reefton Cemete	Toilets	Public Conveniences & Storage	1980	Toilets block and store at reefton cemetery. Two water tanks. Average order.	\$ 69,800	\$ 258.04
Russell St Depot Westport	Open Vehicle shelter	Vehicle Storage Shed	1987	Vehicle Storage Shed, enclosed three sides, open to front with six bays.	\$ 69,800	\$ 242.88
Fox River Buller Rural	Public Toilets	Public Conveniences	2019	Exceloo brand longdrop, tiled interior. Timber clad	\$ 66,300	\$ 265.00
Alma Road Westport	New Shed	Waste Water Complex	2007	A tiltslab building housing office, staff amenities and plant equipment. Two larg	\$ 65,700	\$ 251.26
Reefton Domain Board Reefton	Bunkhouse (3 rooms)	Bunk Room	1982	Three bunks rooms, no plumbing power only. Basic but tidy.	\$ 64,100	\$ 226.48
Craddock Drive Westport	118 Portacom	Transfer Station	2005	Transfer Station consisting of new tip face, large shed open at both ends to all	\$ 61,600	\$ 238.45
Reefton Domain Reefton	New Store Shed	Caretakers Residence	2010	Managers dwelling, mower shed, carport and new store shed.	\$ 59,500	\$ 232.04
North Beach Westport	North Beach Public Toilet	Public Conveniences	2006	Exceloo brand long drop, tiled interior.	\$ 55,500	\$ 214.13
Palmerston Street Westport	Canopy	Museum	2013	New cultural hub building with Coal Museum. Main building houses i-site, AA c	\$ 54,000	\$ 204.18
Willowbank Road Reefton	116 Implement Shed	Transfer Station	2009	New Transfer Station comprising of Tip Face, open implement shed for recycli	\$ 53,900	\$ 204.93
Marine Parade Carters Beach Car	Playground	Playground Equipment	1968	Public Conveniences located on the foreshore and playground. Advised garage r	\$ 52,900	\$ 178.83

ATTACHMENT 2

Property Address	Building Description	Property Use Type	Actual Year Built	Comments	Total Sum Insured	Annual premium
					\$ -	\$ -
Main Road Ngakawau Ngakawau	Covered verandah	Hall	1952	Community hall with i site, main hall area, kitchen, ablutions and covered veranda	\$ 50,200	\$ 193.46
Victoria Square, Westport Westport	Memorial Fountain	Park	1950	Two statues of James Colvin and Gates of RemembrancePlayground, Memorial	\$ 50,000	\$ 208.00
The Strand Reefton	WWTP Shed	WWTP Shed	2011		\$ 48,000	\$ 185.58
119-129 Broadway Reefton	Shed for 6 Units	Shed	1983	Sheds at the rear of roadway flats.	\$ 47,800	\$ 169.70
Kew Road Westport	Yard and Fencing	Dog Pound	2002	Dog pound providing cages and runs. Building has water, power and fenced area	\$ 47,400	\$ 175.77
Fonblanque Street Westport	Playground	Playground Equipment	2010		\$ 44,400	\$ 153.54
Menzies Street Westport	Public Toilets	Public Conveniences	1989	Public Toilets at reserve.	\$ 42,000	\$ 145.04
Tauranga Bay	Public Toilets	Public Conveniences	2016	Public Toilets	\$ 40,000	\$ 166.40
Russell St Depot Westport	Main Truck Workshop	Truck shelter/Workshop	2016/17	Mechanics workshop	\$ 39,077	\$ 162.56
Victoria Square, Westport Westport	Playground	Park	1950	Two statues of James Colvin and Gates of RemembrancePlayground, Memorial	\$ 39,000	\$ 132.56
Owen St Punakaiki	Verandah	Kitchen/Dining Block	1980	Kitchen and Dining block with open area, woodburner to main loung area, a se	\$ 38,900	\$ 142.96
Palmerston St Westport	Old Library	Commercial	1910	Old Library building, now provides poor office space. The building still has its d	\$ 38,000	\$ 198.36
68 - 76 Peel St Westport	Garage	Pensioner Flats (8)	1982	Eight pensioner flats located in four blocks of two flats. Separate garage located	\$ 37,700	\$ 131.82
Kennedy Street Westport	Steel Garage	Port	1960	Three Buildings identified at the ported owned by BDC. Plus 3xshipping contain	\$ 36,000	\$ 173.08
Utopia Road Westport Cemetery	Shed	Public Conveniences & Storage	1996	Public toilet and garage at cemetery.	\$ 34,900	\$ 124.09
Victoria Square, Westport Westport	Skate Park	Park	1950	Two statues of James Colvin and Gates of RemembrancePlayground, Memorial	\$ 30,000	\$ 124.80
Bridge St Reefton	Maintruck workshop	Truck shelter/Workshop	1957	A basic structure with a timber frame, roller doors, along with a row of basic off	\$ 30,000	\$ 124.80
Victoria Square - Brougham St Westport	Grandstand	Grandstand	2016/17	Seismic strengthen to 70% NBS	\$ 29,713	\$ 123.61
Utopia Road Westport Cemetery	Toilets	Public Conveniences & Storage	1996	Public toilet and garage at cemetery.	\$ 28,300	\$ 102.68
32 Russell St Westport	Garage	Pensioner Flats (4)	1978	The property comprises four single bedroom pensioner flats built in the late 197	\$ 28,300	\$ 102.68
165 Queens Street Westport	Toliet Block	Museum	Mixed Ages circ	A series of buildings connected together to provide display space for	\$ 26,000	\$ 48.10
State Highway 6 Punakaiki	Shed	Shed	2012	Simple versatile shed with tilt door and pedestrian door access and power prov	\$ 25,800	\$ 100.54
Owen St Punakaiki	Verandah	Ablution Block	1980	Ablution block containing mens, womens and unisex showers and WC's plus la	\$ 25,800	\$ 90.69
Victoria Square, Westport Westport		3 on 3 basketball Court	2019	Construct new facility including concrete pad and hoop	\$ 25,487	\$ 106.03
Harbour Master's Office	Harbour Master's Office	Harbour Master's Office		ex-Westport Harbour Ltd	\$ 25,000	\$ 104.00
Main Street Westport	Taxi Stand	Shelters	2008	Two separate structures providing shelter from the elements. Steel Pole and fr	\$ 24,700	\$ 94.80
Owen St Punakaiki	Verandahs	Dwelling & Garage	1962	Office relocated to bedroom and general upgrading.	\$ 23,900	\$ 94.02
Water Supply- Inangahua	Buildings	Building	2016/17	Building to house treatment plant	\$ 23,000	\$ 95.68
Waverley St Karamea Karamea	Carports (2)	Pensioner Flats (2)	1998	Two pensioner units and separate carports.	\$ 21,800	\$ 77.76
Storage Shed	Shed	Storage	2003	ex-Westport Harbour Ltd	\$ 20,000	\$ 83.20
Owen St Punakaiki	Verandah	Motel units	1985	Motel units with bunk room and main living room with bed. All units have powe	\$ 19,500	\$ 69.88
Waverley St Karamea Karamea	Carports (2)	Pensioner Flats (2)	2013	Two pensioner units and attached carports with storages.	\$ 16,500	\$ 63.02
Owen St Punakaiki	Garage	Garage	2010	New versatile single garage located on camp site for tractors store.	\$ 16,400	\$ 62.61
7-9 Don St Reefton	Shed for 4 Units	Shed	1978	Sheds associated with pensioner units 7a,7B,9A & 9B.	\$ 16,200	\$ 56.37
Peel St Depot Westport	Workshop	Workshop	1950	Workshop located next to store shed (27)	\$ 16,000	\$ 66.56
Owen St Punakaiki	Porches	Cabin	1940	Six cabins, all have power. Units 4 & 5 are doubles and both have kitchenettes	\$ 14,900	\$ 52.44
Main Street Westport	Pedestrian Shelter	Shelters	2008	Two separate structures providing shelter from the elements. Steel Pole and fr	\$ 14,800	\$ 56.27
Willowbank Road Reefton	117 Office (Container)	Transfer Station	2009	New Transfer Station comprising of Tip Face, open implement shed for recycli	\$ 14,800	\$ 56.27
Cape Foulwind	Shed	Shed	2016/17	Timber shed to house pump	\$ 12,500	\$ 52.00

ATTACHMENT 2

Property Address	Building Description	Property Use Type	Actual Year Built	Comments	Total Sum Insured	Annual premium
					\$ -	\$ -
Jubilee Park Reefton	Cenotaph	Cenotaph Memorial	1945	Memorial cenotaph, new shelter and playground now included.	\$ 12,000	\$ 49.92
-	Clocktower Chambers Contents			not included in total but required to be disclosed to insurer for cover	\$ 11,700	\$ 48.67
Victoria Square, Westport Westport	075 Statutes	Park	1950	Two statues of James Colvin and Gates of RemembrancePlayground, Memorial	\$ 11,000	\$ 45.76
Jubilee Park Reefton	Rotunda	Band Rotunda	1935	Band rotunda	\$ 10,000	\$ 41.60
33-39 Bridge St Reefton	shed for 4 Units	Shed	1959	Sheds associated with pensioner housing at 33-39 Bridge Street.	\$ 8,700	\$ 36.19
Mokihinui Domain Mokihinui	Verandah	Cabins - 3	1987	Cabins 3	\$ 8,300	\$ 34.53
Craddock Drive Westport	Shed - Concrete working area	Transfer Station	2005	Transfer Station consisting of new tip face, large shed open at both ends to allow	\$ 8,200	\$ 31.14
State Highway 67 Granity	Cenotaph	Cenotaph	1945	Memorial Cenotaph	\$ 8,100	\$ 33.70
Victoria Square Westport	Rotunda	Band Rotunda	1920	Band Rotunda at Victoria Park	\$ 7,900	\$ 32.86
Victoria Square, Westport Westport	074 Gates	Park	1950	Two statues of James Colvin and Gates of RemembrancePlayground, Memorial	\$ 6,700	\$ 27.87
Waverley St Karamea	068 War Memorial	Hall and Memorials	1945	War Memorial, Pavilion Hall and Grandstand. The hall is currently used as a bar	\$ 5,400	\$ 22.46
Fox River Buller Rural	Shelter	Public Conveniences	2019	Exceloo brand longdrop, tiled interior. Timber clad	\$ 5,300	\$ 20.25
North Beach Westport	Shelter	Public Conveniences	2006	Exceloo brand long drop, tiled interior.	\$ 5,300	\$ 19.19
Jubilee Park Reefton	Playground	Cenotaph Memorial	1945	Memorial cenotaph, new shelter and playground now included.	\$ 4,900	\$ 20.38
State Highway 63 Waimangaroa	Cenotaph	Cenotaph	1945	Waimangaroa cenotaph	\$ 4,300	\$ 17.89
Reefton Domain Reefton	Old Bunk Room	Bunk Room	1930	Older style bunk room, no plumbing facilities, power only.	\$ 3,900	\$ 16.22
165 Queens Street Westport	Covered Way	Museum	Mixed Ages circa	A series of buildings connected together to provide display space for	\$ 3,600	\$ 6.66
Owen St Punakaiki	Garage	Dwelling & Garage	1962	Office relocated to bedroom and general upgrading.	\$ 3,100	\$ 12.90
157 Queens Street Westport	garage	Dwelling and Garage	Circa 1940's	The property comprises a 1940's weather board bungalow, which provides two	\$ 2,400	\$ 9.98
Reefton Domain Reefton	Carport	Caretakers Residence	1970	Managers dwelling, mower shed, carport and new store shed.	\$ 2,000	\$ 8.32
157 Queens Street Westport	carport	Dwelling and Garage	Circa 1940's	The property comprises a 1940's weather board bungalow, which provides two	\$ 800	\$ 3.33
Jubilee Park Reefton	Shelter	Cenotaph Memorial	1945	Memorial cenotaph, new shelter and playground now included.	\$ 400	\$ 1.66
Reefton Domain Reefton	Mower Shed	Caretakers Residence	1970	Managers dwelling, mower shed, carport and new store shed.	\$ 300	\$ 1.25
Broadway Reefton	Public Toilets	Public Conveniences	1960	Public Toilets	\$ -	\$ 31.80
Thompson Road Mawheraiti	Hall	Hall	1940	Community Hall	\$ -	\$ -
Mokihinui Domain Mokihinui	Old Cabins	Cabin	1940	Cabins		\$ 59.36
State Highway Charleston	Fire Station	Fire Station	1991	Rural fire station with appliance bay, ablutions and roller door. 2 water tanks to rear of station. Concrete		\$ -
					\$ 67,974,738	\$ 235,711

RISK AND AUDIT COMMITTEE

13 SEPTEMBER 2023

AGENDA ITEM 9

Prepared by: Neil Engelbrecht
Financial Accountant

Lynn Brooks
Finance Manager

Reviewed by: Douglas Marshall
Chief Finance Officer

Attachment 1: BDC Monthly Operational Report as at 31 July 2023

MONTHLY FINANCIAL PERFORMANCE REPORT – ONE MONTH PERIOD ENDING 31 JULY 2023

1. REPORT SUMMARY

This report provides the Committee with an update on the financial performance for the first month of the financial year ending 31 July 2023. To help explain the variances, this report is presented in three sections including “Operational Business as Usual”, “Additional Grants”, and “Flood Event” sections.

The business-as-usual result to date is a profit of \$3.169m (against a budgeted profit of \$3.129m, a positive variance of \$0.040m. This difference is mostly due to a timing variance in the roading work programme resulting in additional income offset by additional cost in the Harbour Activity, due to the rebuild of one of the dredge engines. The remainder being expenditure which is expected to resolve as the year progresses. Otherwise, revenue and expenditure are mainly on budget. More details relating to the variances can be found in the attachment.

The additional grant revenue and expenditure shows a surplus of \$0.162m against a budgeted surplus of \$0.064m, a positive variance of \$0.098m as a portion of grants relate to capital expenditure which is not included in this operations report.

The flood event result to date is an overall deficit of \$0.040m. It should be noted a portion of the flood event revenue relates to capital expenditure which is not included in this operations report. The deficit relates to outstanding claims mainly NEMA Tranche 2 of \$0.661m and a MBIE TAS claim of \$0.104m.

The total reported surplus to July 2023 of \$3.291m compared to a budgeted profit of \$3.193m; a positive variance of \$0.098m. The main reason for this variance is grant and flood recovery revenue and expenditure. It is also due to timing differences between when the budget anticipated the revenue or expenditure would

occur and the actual timing of the revenue and expenses and non-budgeting of flood recovery income and expenditure.

2. DRAFT RECOMMENDATION

That the Risk and Audit Committee receive the Financial Performance Report to 31 July 2023 for information.

3. OPERATIONAL FINANCIAL PERFORMANCE

A summary of the results is set out below, along with greater details in the following pages.

	Actual YTD	Annual Plan	YTD Variance		Projected Full Year	Annual Plan Full Year	Projected Variance Full Year
Operational Revenue	5,785,075	5,384,384	400,691	●	32,849,180	32,849,180	0
Operational Expenditure	2,615,763	2,255,435	(360,328)	■	32,822,761	32,822,761	0
TOTAL OPERATIONAL VARIANCE			40,363	▲			0
Additional Grant Revenue	301,213	63,599	237,614	●	1,744,345	1,496,002	248,343
Additional Grant Expenditure	139,433	3	(139,430)	■	138,916	3	(138,913)
TOTAL ADDITIONAL GRANT VARIANCE			98,183	●			109,430
Flood Event Revenue	17,765	0	17,765	▲	(794,698)	0	(794,698)
Flood Event Expenditure	57,938	0	(57,938)	■	0	0	0
TOTAL FLOOD EVENT VARIANCE			(40,173)	▲			(794,698)
TOTAL PROFIT / (LOSS)			98,374	●			(685,268)
Net Profit / (loss)	3,290,919	3,192,545	98,374	●	837,150	1,522,418	(685,268)

Key: ■ Favourable Variance + \$50k ■ Unfavourable Variance - \$50k ▲ Neutral Variance +/- \$50k

3.1 Operational Performance Report – Summary of Results to July 2023 and Projection for the Year Ahead

Overall, operating revenue is \$0.401m higher than budgeted. The variance is mainly due to the timing of the roading work programme resulting in a above budgeted income on the activity of \$0.310m. This positive variance is expected to phase out during the year.

Operational expenditure is \$0.360m higher than budgeted mainly due to the rebuild of one of the dredge engines and the contractor costs for the crew undertaking the repairs, offset by phasing differences on the roading work programme.

To date, additional grant revenue consists of funding from DIA for funding relating to National Transition Unit work.

Council will continue to receive significant funding over the next period for transition and flood recovery works.

This is funding from the National Emergency Management Agency (NEMA) (Tranche 2) projects for the port projects.

NEMA are also funding flood recovery water infrastructure projects, and Ministry of Business and Innovation are providing funding for the temporary housing development at Alma Rd.

Waka Kotahi have funded flood recovery roading costs for both capital and operational costs, and Department of Internal Affairs have funded wages costs for flood recovery salaries.

BULLER DISTRICT COUNCIL
Operating Report for the Month to July 2023

Prepared by: Neil Engelbrecht

Reviewed by: Lynn Brooks/Douglas Marshall

	Actual Year to Date	Annual Plan YTD Budget	YTD Variance	Status	Full Year Prediction	Annual Plan Budget	Variance Full Year Prediction	Explanation of Variances of \$50,000 or greater
Operational Revenue								
Community Services	48,734	32,222	16,512	▲	371,770	371,770	0	
Westport Harbour	62,580	15,114	47,466	▲	3,857,663	3,857,663	0	
Governance & Representation	0	0	0	▲	0	0	0	
Water Supplies	919,366	931,453	(12,087)	▲	3,907,124	3,907,124	0	
Airport	9,961	17,473	(7,512)	▲	203,269	203,269	0	
Community Facilities	0	0	0	▲	0	0	0	
Roading & Transport	589,312	279,321	309,991	●	5,530,783	5,530,783	0	Timing difference on roading work program.
Regulatory Services	270,689	250,161	20,528	▲	1,382,968	1,382,968	0	
Solid Waste	258,658	244,196	14,462	▲	1,128,811	1,128,811	0	
Support Services	5,222	7,382	(2,160)	▲	85,175	85,175	0	
Council - General Rates & Treasury	2,866,625	2,876,033	(9,408)	▲	13,426,404	13,426,404	0	
Wastewater	753,930	730,581	23,349	▲	2,950,045	2,950,045	0	
Stormwater	0	448	(448)	▲	5,168	5,168	0	
Total Operational Revenue	5,785,075	5,384,384	400,691	●	32,849,180	32,849,180	0	
Operational Expenditure								
Community Services	341,067	344,743	3,676	▲	4,327,414	4,327,414	0	
Westport Harbour	269,918	85,023	(184,895)	■	2,889,099	2,889,099	0	Relates to repairs and maintenance, relating to the rebuild of one of the dredge engines and cost of contractor time for the crew undertaking the repairs.
Governance & Representation	166,402	165,542	(860)	▲	2,139,181	2,139,181	0	
Water Supplies	333,039	340,451	7,412	▲	4,872,030	4,872,030	0	
Airport	38,081	38,018	(63)	▲	522,251	522,251	0	
Community Facilities	0	0	0	▲	0	0	0	
Roading & Transport	797,798	716,506	(81,292)	■	8,588,748	8,588,748	0	Timing difference on roading work program.
Infrastructure Delivery (cost recovery and expenditure netted off)	26,957	(8,846)	(35,803)	▲	73,114	73,114	0	
Regulatory Services	240,650	240,606	(44)	▲	3,253,612	3,253,612	0	
Solid Waste	155,540	105,629	(49,911)	▲	1,730,217	1,730,217	0	
Support Services	12,913	(42,253)	(55,166)	■	469,779	469,779	0	Budget phasing on internal recoveries and greater consulting fees.
Wastewater	181,248	208,045	26,797	▲	3,094,025	3,094,025	0	
Stormwater	52,152	61,971	9,819	▲	863,291	863,291	0	
Total Operational Expenditure	2,615,763	2,255,435	(360,328)	■	32,822,761	32,822,761	0	
OPERATIONAL PROFIT / (LOSS)	3,169,312	3,128,949	40,363	▲	26,419	26,419	0	

Additional Grant Revenue

Community Services	0	0	0	▲	0	0	0	
Westport Harbour	0	0	0	▲	0	0	0	
Commercial and Corporate Services	248,343	10,197	238,146	●	248,343	0	248,343	National transition unit funding from DIA received for \$227k and \$21k DIA funding.
Water Supplies	0	23,203	(23,203)	▲	650,001	650,001	0	
Community Facilities	0	0	0	▲	0	0	0	
Roading & Transport	0	0	0	▲	0	0	0	
Solid Waste	52,869	30,199	22,670	▲	846,001	846,001	0	
Total Additional Grants Revenue	301,213	63,599	237,614	●	1,744,345	1,496,002	248,343	

Additional Grant Expenditure (excludes Capital Expenditure)

Community Services	138,913	3	(138,910)	■	138,916	3	138,913	MTFJ expenditure and better off funded Cultural & Community Hub as per the revenue received above.
Westport Harbour	0	0	0	▲	0	0	0	
Commercial and Corporate Services	0	0	0	▲	0	0	0	
Water Supplies	0	0	0	▲	0	0	0	
Community Facilities	0	0	0	▲	0	0	0	
Roading & Transport	0	0	0	▲	0	0	0	
Solid Waste	520	0	(520)	▲	0	0	0	
Total Additional Grants Expenditure	139,433	3	(139,430)	■	138,916	3	138,913	

ADDITIONAL GRANTS PROFIT / (LOSS)

ADDITIONAL GRANTS PROFIT / (LOSS)	161,779	63,596	98,183	●	1,605,429	1,495,999	387,256	
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Flood Event Revenue

All Flood Event Revenue	17,765	0	17,765	▲	(794,698)	0	17,765	Unbudgeted flood recovery income. Outstanding claims consists of NEMA Tranche 2, MBIE Alma Road and Housing Grant income.
Total Unbudgeted Flood Event Revenue	17,765	0	17,765	▲	(794,698)	0	17,765	

Flood Event Expenditure (excludes Capital Expenditure)

Flood Event Operational Expenditure	57,938	0	(57,938)	■	0	0	0	Mainly repairs and maintenance, project management and consulting expenditure.
Total Unbudgeted Flood Event Expenditure	57,938	0	(57,938)	■	0	0	0	
FLOOD EVENT PROFIT / (LOSS)	(40,173)	0	(40,173)	▲	(794,698)	0	17,765	

TOTAL PROFIT / (LOSS)

TOTAL PROFIT / (LOSS)	3,290,919	3,192,545	98,374	●	837,150	1,522,418	405,021	
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Key

Favourable	● Favourable variance + \$50k or more
Unfavourable	■ Unfavourable variance - \$50k or more
Neutral +/- \$50k	▲ Neutral variance within +/- \$50k

RISK AND AUDIT COMMITTEE

13 SEPTEMBER 2023

AGENDA ITEM 10

Prepared by Neil Engelbrecht
Financial Accountant

Lynn Brooks
Finance Manager

Reviewed by Douglas Marshall
Chief Financial Officer

INVESTMENTS AND BORROWINGS – As at 31 July 2023

1. REPORT SUMMARY

This report summarises Council's cash investments and borrowings for the month of July 2023, and compliance with Council treasury management policy.

2. DRAFT RECOMMENDATION

That the Risk and Audit Committee receive the Investments and Borrowings report as at 31 July 2023 for information.

3. ISSUES AND DISCUSSION

3.1 Term Investments

Total term investments (Including call account and other loans) remained unchanged since last report to 30 June 2023 at \$16.208m.

3.2 Bank Balance

Council's main trading account closing balance was \$312k as at 31 July 2023. The balance increased by \$78k since the last report to 30 June 2023. All of Council trading account closing balances at the end of May was \$337k.

3.3 Interest Revenue

Interest revenue to the end of July is \$55k against a year to date budget of \$59k.

Council has renegotiated its bank charges and credit interest rates with Westpac. This resulted in a decrease in bank fees and an increase in interest rates received on all of Council's bank accounts. The renegotiated terms come into effect during August 2023. The resulting increase in interest received will result in a positive variance to budget throughout the year.

3.4 Borrowings and Net Debt Position

Total borrowings increased by \$355k since the last report to 30 June 2023. The total borrowings increased from \$34.2m at 30 June 2023 to \$34.6m at 31 July 2023. This was due to a short-term borrowing from Westpac which has increased by \$355k since last reported from \$1.03m to \$1.39m. The funds borrowed were used for additional flood recovery expenditure incurred, while council was waiting on the grant from external funders claims to be paid. This is a timing difference.

Net debt (borrowings less term investments and call account balance) has increased by \$355k since last reported from \$19.636m to \$19.991m due to the increase of \$355k in borrowings noted above.

3.5 Compliance with Treasury Management Policy

The Treasury Management Policy of Council is that all term deposits are held with New Zealand Registered banks with no more than \$10 million with any one institution. The terms and maturity dates of investments are spread to minimise Council's exposure to interest rate fluctuations while still aiming to optimise interest earned.

Council has approved the investment in Nelson Building Society (NBS) which is a breach of the Treasury Management Policy. The policy limits investments in Building Societies to a total of 10% of the portfolio and an individual Building Society to be no more than the lower of \$1m or 4% of its asset base.

Currently investments in NBS total \$3.468m representing 25% of the total investment portfolio. This planned breach will continue as investments mature and are rolled over as this level of investment is part of a sponsorship agreement.

3.6 Compliance with Financial Strategy Net Debt Limit set in the Long-Term Plan

The Financial Strategy of Council is that net debt is not more than \$25m at any given time. Currently Council's net debt is \$19.991m.

4. CONSIDERATIONS

4.1 Strategic Impact

It is important that Council retains suitable cash holdings and credit facilities to ensure its activities and capital projects can be funded in a timely and affordable manner.

4.2 Significance Assessment

The significance policy sets out the criteria and framework for a matter or transaction to be deemed significant. The content included in this report is not considered significant because the matters disclosed are of a routine nature, and not large in terms of total assets and total annual operations of council.

4.3 Values Assessment

The Buller District Councils values are: One Team; Community Driven; We Care; Future Focussed; and Integrity.

Treasury management functions and reporting align most strongly with the values of Future Focussed and Integrity.

Consideration of current and future cash requirements and intergenerational equity are required when managing cash deposits and credit facilities.

Public reporting of investments and borrowings encourages open and honest discussion and decision making.

4.4 Risk Analysis

Risk is assessed by taking into account the likelihood of an event occurring and the result of that event.

Cash flow management is an integral part of ensuring Council is able to deliver the services and projects it has committed to in successive Long-Term and Annual Plans.

This risk is mitigated by establishing policies and procedures, engaging staff to manage investment and borrowings and regular reporting to Council to ensure high level oversight.

4.5 Policy / Legal Considerations

The Local Government Act 2002 and associated regulations prescribe prudent financial management and nationwide benchmarks. The financial prudence benchmarks are now compulsory sections included in Council Long-Term/Annual Plans and Annual Reports.

Council's Investment Policy and Treasury Policy govern the management of cash assets and borrowings. The following tables and graphs compare the monthly results to the parameters set out in the policy.

4.6 Tangata Whenua Considerations

None identified.

4.7 Views of Those Affected

Council's financial strategies, investment levels and borrowing projections are included in the Long-Term Plan and Annual Plan consultation processes.

4.8 Costs

There are no extraordinary costs relating to investments and borrowings.

4.9 Benefits

The benefits of structured Treasury management include risk minimisation, prudent cash management and long-term financial stability.

4.10 Media / Publicity

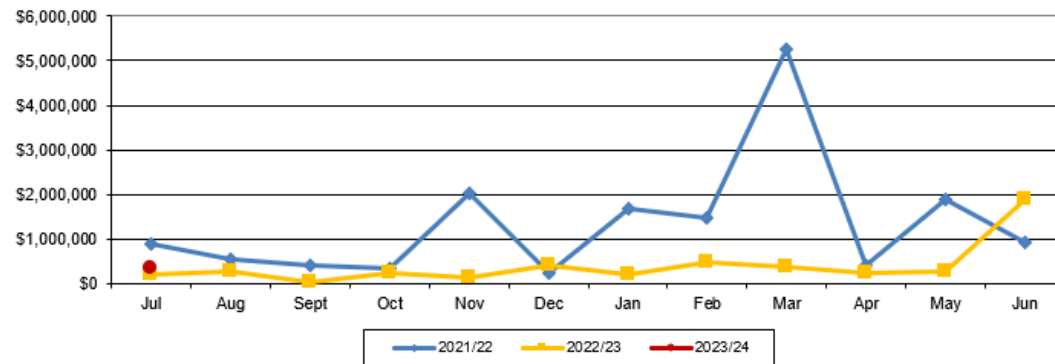
None identified.

INVESTMENTS AND BORROWINGS REPORT

1. BANK BALANCE

	This Month 31-Jul-23	Last Report 30-Jun-23	Last Year 30-Jun-23
Trading Account Council	\$337,537	\$223,974	\$223,974

2. MONTH END BANK BALANCES



3. SUMMARY OF INVESTMENTS

	This Month 31-Jul-23	Last Report 30-Jun-23	Last Year 30-Jun-23
Term deposits	14,107,472	14,107,472	14,107,472
LGFA Borrower Notes	500,000	500,000	500,000
Call Account	-	-	-
Balance before other loans	14,607,472	14,607,472	14,607,472
Other investments (Includes loan to Holding Company)	1,600,982	1,600,982	1,600,982
Total Investments	\$16,208,454	\$16,208,454	\$16,208,454

3.1 Term Deposits

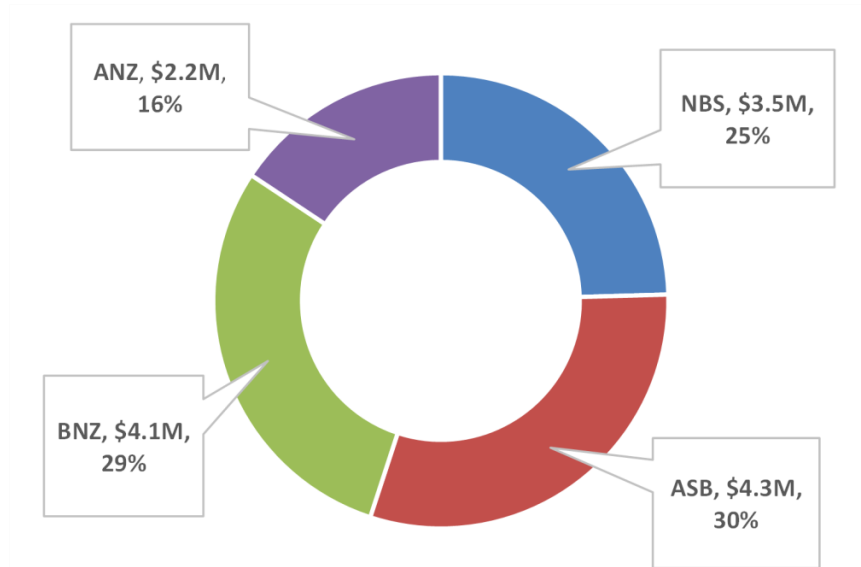
Investment Type	Counterparty	Amount	Start Date	Maturity Date	Fixed Interest Rate
Term Deposit	ASB	1,000,000	23-Jan-2023	26-Aug-2023	4.90%
Term Deposit	ASB	1,325,000	6-Mar-2023	13-Sep-2023	5.63%
Term Deposit	BNZ	500,000	10-Apr-2023	7-Oct-2023	5.10%
Term Deposit	ANZ	1,199,821	10-Oct-2022	9-Oct-2023	4.10%
Term Deposit	ASB	1,000,000	12-Oct-2022	12-Oct-2023	4.20%
Term Deposit	BNZ	1,000,000	10-Mar-2023	5-Nov-2023	4.70%
Term Deposit	BNZ	1,636,800	4-Mar-2023	29-Nov-2023	5.25%
Term Deposit	NBS	534,038	13-Jun-2023	13-Dec-2023	5.30%
Term Deposit	ASB	977,775	23-Jun-2023	23-Dec-2023	6.09%
Term Deposit	ANZ	1,000,000	4-May-2023	29-Jan-2024	5.50%
Term Deposit	NBS	400,000	07-May-2023	6-May-2024	5.75%
Term Deposit	BNZ	1,000,000	30-Jun-2023	30-Jun-2024	5.80%
Term Deposit	NBS	1,000,000	29-Jun-2023	01-Jul-2024	5.75%
Term Deposit	NBS	1,534,038	18-Jul-2023	18-Jul-2024	5.85%
Total Term Deposits		14,107,472			

The objective of this table is to show a trend of rising interest rates over the past 12 months.

There was one term deposit maturing during August, which has been renewed on the following terms:

- ASB - \$1,000,000 renewed for 7 months until 28 March 2024 at 4.90% per annum.

3.2 Term Deposits Summary by Trading Bank

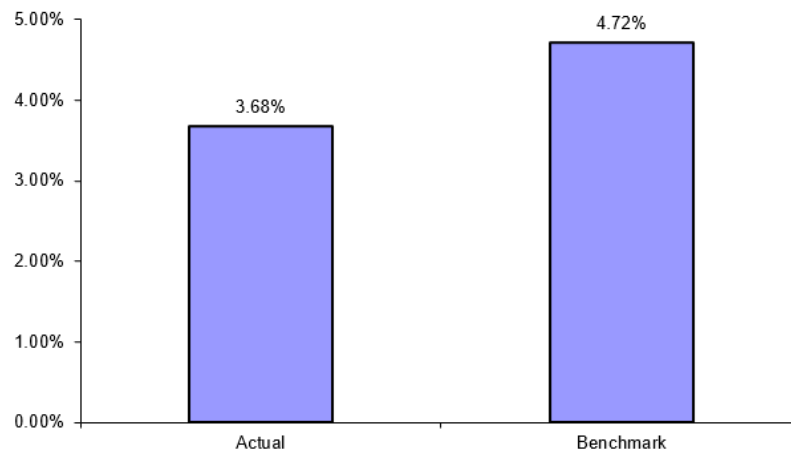


The maximum allowable investment per issuer is \$10m.

3.3 Local Government Funding Agency Borrower Notes

Investment Type	Counterparty	Amount	Maturity Date	Floating Interest Rate
LGFA Borrower Note	LGFA	125,000	1-Mar-2024	5.86%
LGFA Borrower Note	LGFA	125,000	1-Mar-2025	5.89%
LGFA Borrower Note	LGFA	125,000	1-May-2026	5.36%
LGFA Borrower Note	LGFA	125,000	1-Mar-2027	6.05%

4. INVESTMENTS PORTFOLIO PERFORMANCE (12-Month Average)



5. INTEREST REVENUE AND EXPENSE

	Actual YTD	Budget YTD	Last Year 30-Jun-23
Interest Revenue	\$55,079	\$59,034	\$1,237,802

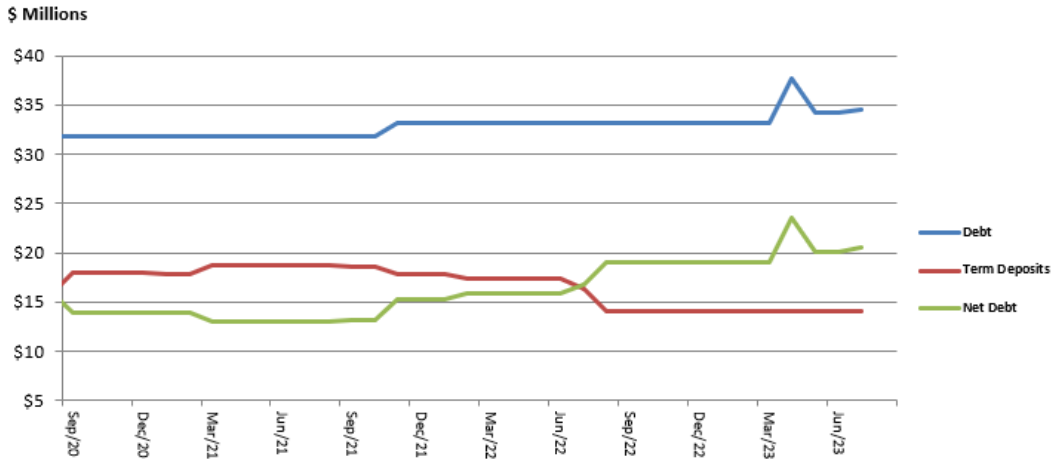
	Actual YTD	Budget YTD	Last Year 30-Jun-23
Interest Expense	\$142,031	\$167,858	\$1,833,247

6. SUMMARY OF BORROWINGS

	This Month 31-Jul-23	Last Report 30-Jun-23	Last Year 30-Jun-23
External Debt			
Westpac Loan Facility	14,598,860	14,243,860	14,243,860
LGFA Loan Facility	20,000,000	20,000,000	20,000,000
	\$34,598,860	\$34,243,860	\$34,243,860
Weighted Average Interest Cost	5.15%	5.13%	5.13%

Net Debt			
Total Borrowings	34,598,860	34,243,860	34,243,860
Less: Term deposits (including Call Account)	14,607,472	14,607,472	14,607,472
	\$19,991,388	\$19,636,388	\$19,636,388

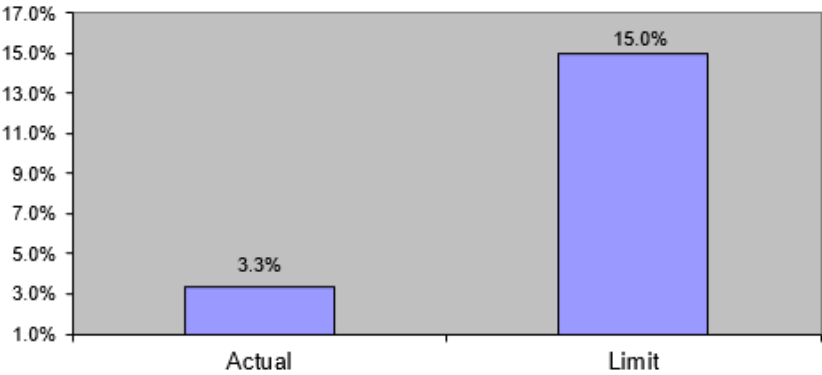
7. DEBT AND INVESTMENTS 3-YEAR TREND



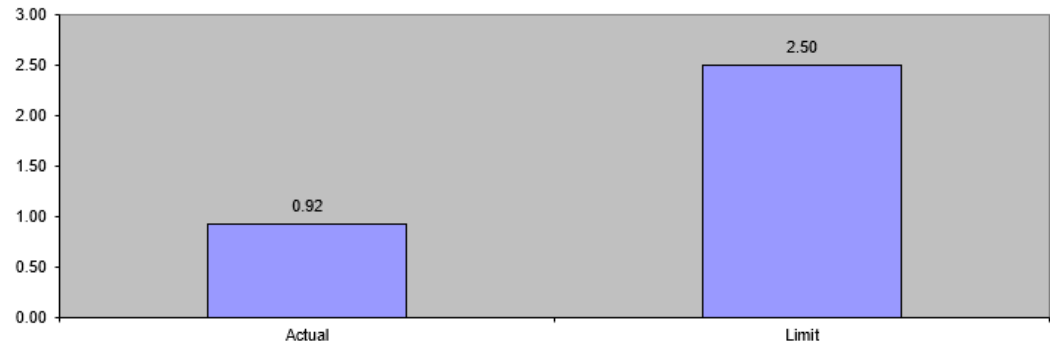
The above graph reports net debt as: gross debt held with external parties; less term deposits, excluding the call account. The definition used by this graph is in line with Council’s Treasury Policy but differs from how investments and net debt are expressed in other parts of this report that include the call account.

The increase shown in the net and gross debt above for the month of April is due to the short-term borrowings of \$4.4m related to flood recovery costs. This loan was repaid during May 2023.

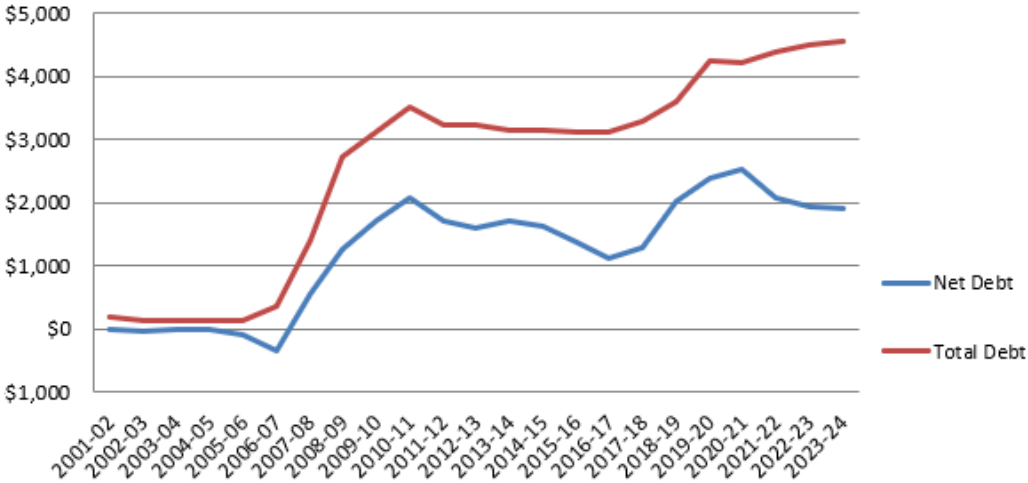
7.1 Interest Expense / Total Income



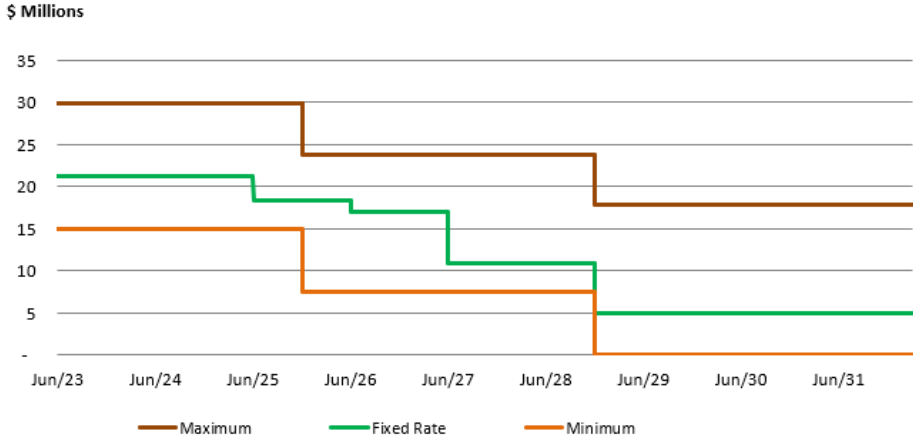
7.2 Gross Debt / Total Income



7.3 Debt and Net Debt per Rateable Property



7.4 Fixed Rate Debt - Compliance with Treasury Policy



RISK AND AUDIT COMMITTEE

13 SEPTEMBER 2023

AGENDA ITEM 11

Prepared by Douglas Marshall
Chief Financial Officer

Attachments Attachment 1 – Sundry Debtors Report **(TO BE COMPLETED AND ISSUED PRIOR TO THE MEETING)**

Attachment 2 – Debt Recovery Report

OUTSTANDING DEBTORS REPORT 31 JULY 2023

1 REPORT SUMMARY

This report presents and classifies the outstanding balances of rates and sundry debtors as at 31 July 2023 for monitoring and information purposes.

There are no customers with arrears that require a decision of Council to progress the debt recovery process. This is because all debt recovery processes are delegated to staff and are part of the business-as-usual activities of Council.

2 DRAFT RECOMMENDATION

That Risk and Audit Committee receive the debt recovery report as at 31 July 2023 for information.

3. ISSUES AND DISCUSSION

3.1 This report is presented to provide monitoring information on debt trends for Council.

Council requires a high-level overview of the debt owed to Buller District Council. This information, when taken in conjunction with all other aspects of the financial results provides a full view of the financial performance and financial position of Buller District Council.

3.2 Rates

Rates Debtors arrears balances to date shows a small increase of \$31k (from \$826k to \$857k) since last quarter and a decrease in number of debtors of 31 (from 620 to 589). Debt follows the usual pattern whereby every third month when the rates are charged the rate debt increases, then it decreases for the following two months.

All debt is being closely monitored. Staff are mindful that a number of ratepayers have been significantly affected by the 2021-2022 flooding events along with cost-of-living increases. Tailored payment arrangement plans have been made with this in mind.

The average year-on-year debtors have remained relatively consistent compared to July 2022. The balance of serious default debtors has increased by \$86k from \$250k at July 2022 to \$336k at July 2023. There has also been an increase in debtors being monitored of \$69k from \$240k at July 2022 to \$309k at July 2023.

Council have noticed a changing trend, whereas more direct debits are missed and there is an increase in the number of cancellations of direct debit authorities. This can result in an increased risk that debt will not be recovered. Council staff are aware of this and will monitor this trend over the coming months.

In-house debt collection is proving to be more effective than handing collection to an external debt collection agency unless this action is absolutely necessary.

Rates debt is managed in a two-fold way. Firstly, the serious defaults category is systematically reviewed and each case at review is targeted with additional debt collection measures. Where consent is received from the ratepayer, Council works alongside them as well as their bank (if relevant), Budget Advice, and other support services.

This produces some positive outcomes where the ratepayer has the support they need and has independent advice about their debt and obligations.

Secondly, early intervention is made when ratepayers miss one or two instalments. This is to try and prevent ratepayers falling behind and then not being able to clear the arrears.

Council promotes the Rates Rebate scheme and talks to customers in arrears about their possible eligibility for it. Council encourages direct debits as a payment method and the number of ratepayers using this service has increased significantly over the past two years.

The number of ratepayers on payment plans remains high compared with prior years and this early intervention made with ratepayers who start to fall behind is showing long term benefits for both the ratepayers in arrears and Council.

3.3 **Sundry Debtors (to be updated prior to the meeting)**

~~Sundry Debtors arrears balances to date shows a small decrease of \$37k since last quarter and an increase in number of debtors of 81. The monitoring graph shows one month-end significant item as at December 2022. This large balance relates to one flood recovery claim amount owing from a Government Agency in the Sundry Income Category. This relates to a timing issue and holds no risk collection of funds, which can be seen in the month to January 2023 where the arrears have been paid to BDC.~~

~~The serious default category indicated in red in the graph is mainly due to non-payment of leasehold property. This continues to be an area of focus and increasing collection measures including staff working closely on target cases. The twenty percent discount on purchase option provided by Council can provide assistance for these long-term lease arrears, either encouraging the lessee to purchase and refinance, or for them to sell the lease with the new owner wishing to freehold.~~

~~The ongoing maintenance category of debtors are well monitored and the debt collection measures in place are appropriate for this group.~~

4. **CONSIDERATIONS**

4.1 **Strategic Impact**

Council has key strategies of being resilient, growing the economy, providing quality infrastructure, investing in our towns and being affordable by growing non-rates income.

Debt recovery strategies are essential for effective collection of customer arrears and to ensure fair and equitable interaction between Council and our customers.

Keeping Council customers' debt levels in check and reporting on the level of debt provides a measure against the strategies of Council and provides an overview of the cost impact on our community.

This report also assists with understanding the current local economic climate along with the impacts of Council charges, and the community ability and willingness to meet those charges.

4.2 Significance Assessment

The Significance and Engagement Policy is written in accordance with The Local Government Act 2002 (LGA 2002) section 76AA. This part of the Act sets the general approach to determine if a proposal or decision is significant requiring the Council to make judgements about the likely impact of that proposal or decision on:

- a) The District;
- b) The persons who are likely to be particularly affected by, or interested in, the proposal or decision;
- c) The financial impact of the proposal or decision on the Council's overall resources; and
- d) The capacity of the Council to perform its role and carry out its activities, now and in the future.

The Significance and Engagement Policy sets out the criteria and framework for a matter or transaction to be deemed significant. The content included in this report is not considered significant because the matters disclosed are of a routine nature, and not large in terms of total assets and total annual operations of Council.

4.3 Risk Analysis

Risk is assessed by taking into account the likelihood of an event occurring and the result of that event.

When credit is extended by Council, a risk arises that the amounts owing are not recovered when due, or that over time total debt owing grows to an unsustainable level and puts pressure on cash flow.

This risk is mitigated by requiring staff to monitor and recover debt therefore acting on indebtedness early on, which yields better results, and regular reporting to Council to ensure oversight.

4.4 Values

The Buller District Values are: Integrity, Future Focussed, Community Driven, One Team and We Care. Monitoring debt and undertaking debt collection processes most closely aligns to the values of integrity and future focussed.

4.5 Policy / Legal Considerations

The collection of rates debt is enforceable under the Local Government (Rating) Act 2002. Other legislation dealing with credit extended by Council

and debt recovery include the Property Law Act 2007, Residential Tenancies Act 1986 and the Resource Management Act 1991.

The Financial Delegations Policy, Treasury Management Policy and Rates Remission Policies also apply to the collection of Council debt.

4.6 Tangata Whenua Consultation Considerations

The contents of the report are not a matter requiring consultation with tangata whenua.

4.7 Views of Those Affected

It is equitable for all our ratepayers, the public and individual debtors to ensure that all amounts outstanding should be collected through consistent processes. Council follows policy and in-house debt collection procedures to ensure this is achieved.

4.8 Costs

There are no extraordinary costs for debt recovery and the costs for continuing debt recovery are included in the Annual Plan budget.

4.9 Benefits

The benefits to collection of debt are the cash flow of Council is maintained. There is also fairness and equity for all ratepayers and service consumers in that everyone is paying their portion of the cost.

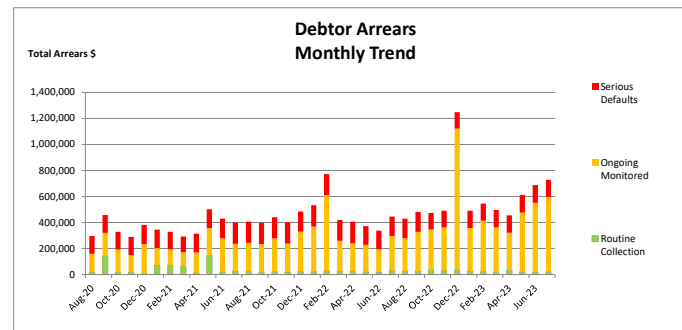
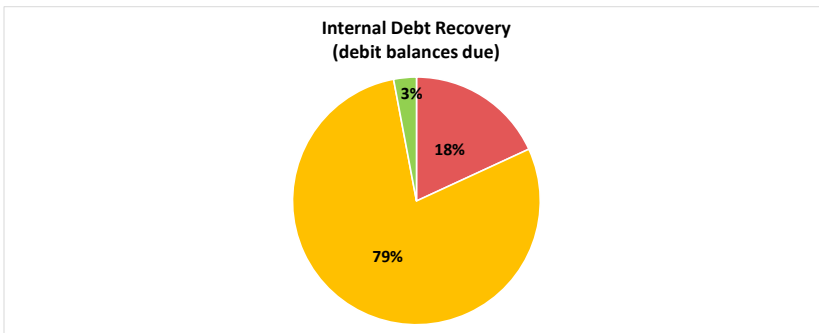
4.10 Media / Publicity

There are no media or publicity opportunities with the content of this report.

Sundry Debtors - Debt Recovery Report

Report cutoff date 31 July 2023
 Ageing cycle - current due 31 July 2023

Status Flag	Debtor Type	Age of Debt July 2023		Age of Debt April 2023		Variance Apr 23 vrs Jul 23		No. of Account Holders per Debt Thresholds			Further Action to Commence					Comments
		No. of Debtors	Overdue	No. of Debtors	Overdue	No. of Debtors	Overdue	Less than \$2,000	\$2,001 to \$10,000	Over \$10,001	Formal Review	To Debt Agency / Mortgagee	Monitor Progress	Further Letter/ Meeting	Other Options	
🔴	Leasehold Properties	14	132,120	16	133,128	2	1,008	6	4	4	✓			✓	✓	Rents invoiced 6 monthly in advance. Long standing arrears receiving increased collection measures and purchase discount option.
🟡	Orowaiti Connection	2	6,750	2	6,750	0	0	0	2	0				✓		Long standing arrears collected when property transfers.
🟡	Libraries	0	0	0	0	0	0	0	0	0						Small amounts monitored.
🟡	Water	8	23,965	16	25,680	8	1,715	5	3	0	✓			✓		Payment plans promoted for those with long standing debt.
🟡	Resource Management	13	51,304	17	55,167	4	3,862	8	3	2	✓	✓		✓		Long standing arrears receiving increased collection measures.
🟡	Rentals	18	46,760	13	39,322	(5)	(7,439)	13	4	1		✓		✓		\$27k debtor in Liquidation, this debt remains on Council records until final notification of wind up. The balance is under routine monitoring.
🟡	Regulatory Licences e.g. Food Premises	27	8,957	77	25,718	50	16,761	27	0	0						Timing of Annual Licences billing.
🟡	Sundry	43	405,840	32	96,691	(11)	(309,150)	34	4	5			✓			Instalment arrangements entered into for those with long standing debt.
🟡	Westport Harbour	29	31,270	46	38,488	17	7,218	24	5	0						Annual payment plans in place. Rents, Berthage etc
🟢	Trade Waste	6	11,242	6	11,242	0	0	4	2	0					✓	Annual invoicing cycle in June of each year.
🟢	Airport Parking	1	40	1	40	0	0	0	1	0					✓	Small amounts monitored.
🟢	Building Consents	18	8,310	17	9,627	(1)	1,317	18	0	0						Where overdue, this represents inspections not yet completed due to timing of building process.
🟢	Swimming Pools	3	330	5	640	2	310	3	0	0						
🟢	Cemetery	3	1,103	7	11,982	4	10,879	3	0	0						
🟢	LIMs	2	550	0	0	(2)	(550)	2	0	0						
	Totals	187	728,542	255	454,475	68	(274,068)	147	28	12						



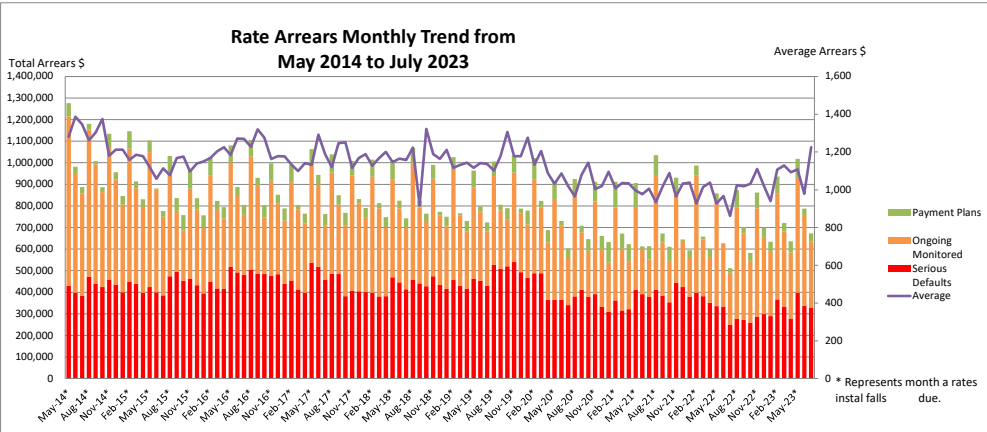
Rates Accounts - Debt Recovery Report

Report cutoff date 31 July 2023
 Last rates instalment due date 28 May 2023
 Next rates instalment due date 28 August 2023

Internal Debt Recovery Analysis

Status Flag	Category	No. of Ratepayers	Total Arrears Balance YTD	Current Year Arrears	Previous Year Arrears		Further Action to Commence					Comment	
					\$	%	Formal Review	To Debt Agency	Title Search	Monitor Progress	Further Letter		Continue Sale Process
Red	Placed with External Debt Collection	10	97,771		97,771	11%					✓		Arrears placed with Credit Recovery Agency. Refer to the analysis below.
Red	No current mailing address	0	0		0	0%		✓					Tracing addresses through bank deposits & social media undertaken.
Red	Approach Mortgagee	0	0		0	0%							Ratepayers with mortgages are pursued for payment under the Rating Act provisions.
Red	Awaiting Decision	28	138,180		138,180	16%	✓		✓				More complicated cases, ie house uninhabitable / property on market etc require close monitoring.
Red	Missed more than two instalments	47	90,934		90,934	11%				✓			Reviewing for possibility of Mortgagee Action.
Orange	Under Action - Short Term Monitored	22	40,968		40,968	5%	✓			✓			Reviewed systematically with each ratepayer.
Orange	Payments Insufficient	35	16,482		16,482	2%			✓	✓			Reviewed systematically. Work through options to increase payments/resolve debt.
Orange	Long Term Monitored	38	110,646		110,646	13%	✓						Financial hardship, paying minimum amounts. Reviewed 6 monthly (Aug/Feb), more frequently if in decline.
Orange	No Payments - Property on Market	12	37,216		37,216	4%	✓						Annual Review.
Orange	Missed February & May 2023 instals	35	34,499		34,499	4%				✓			Letters sent - monitoring.
Orange	Missed one instalment only	94	69,252		69,252	8%				✓			Letters sent - monitoring.
Green	Payment plans	228	36,972		36,972	4%			✓				Reviewed annually and updated as required.
Blue	Abandoned Land Tender Project	40	184,291		184,291	21%					✓		Report to June 2019 Council Meeting.
Totals		589	857,211	0	857,211	100%							

Internal Debt Recovery		
Red	326,885	38.1%
Orange	309,063	36.1%
Green	36,972	4.3%
Abandoned land	184,291	21.5%
Totals	857,211	100.0%



RISK AND AUDIT COMMITTEE

13 SEPTEMBER 2023

AGENDA ITEM 12

Prepared by - Steve Gibling
- Chief Executive

Appendix 1 - Projects in Partnership and NEMA Update

MONTHLY REPORT – PROJECTS IN PARTNERSHIP UPDATE REPORT

1 REPORT SUMMARY

This report provides an update on the progress of the Projects in Partnership Steering Committee. It will be provided to the Risk and Audit Committee on a regular basis until the projects are completed. See attached for progress reports as listed below.

2 DRAFT RECOMMENDATION

That the Risk and Audit Committee receive the Projects in Partnership Update Report for information.

3. REPORTS

NEMA Reports

- *NEMA Financials Tranche 2*
- *NEMA Programme Surplus Tranche 2*

PiP Reports

- *3 Waters*
- *Betterment*
- *Wharf Repair*
- *Dredging (verbal update to PiP committee only)*
- *Reefton Landfill*
- *DIA Better Off Funding (BOF) projects*

Projects in Partnership Meeting – DRAFT Minutes
Monday 14 August 2023
4.00 – 5.00 pm, Clocktower Chambers and via Zoom

Present:

- Chairperson and Mayor Jamie Cleine (JC); Councillor Phil Grafton (PG); BDC Acting CEO Sean Judd (SJ); BDC CFO Douglas Marshall (DM); Group Manager Infrastructure Services Mike Duff (MD) Minute Taker Kirstin McKee
- Attending via Zoom: Suzy Paisley (NEMA) (SP); Ngāti Waewae Ned Tauwhare (NT); BDC Programme Manager - Recovery Penny Bicknell (PB); Kainga Ora Suresh Ram (SR)
- Apologies BDC Acting Group Manager Infrastructure Services Mike Williams (MW);

1. Welcome and Introduction

Meeting started at 4.06 pm.

2. Previous Meeting Minutes

Including the public excluded minutes from IAF discussion.

No issues raised, clarified, or corrected.

Minutes accepted as tabled

3. NEMA Tranche 2 Funding

P Bicknell spoke to the report.

Refer to claims table at bottom of page.

- Claim 7 - \$50,055.00 * (the * note has disappeared – should say “*resolved from Claim 3 out of the \$91,028.25 above.)
- Note - error in this table. The **Invoiced** and **Paid** columns should be the same amount. The **Invoiced** column is the correct column. (Claim 2 correct figure is \$179,231.32)

Claim 8 was submitted last week for \$661,065.96.

NEMA may have a slight delay on this due to staff resourcing.

Update on “On Hold” portion. PB has written a report for NEMA due today, with Douglas Marshall reviewing.

Currently surpluses running on:

3 waters	\$394,500
Tiphead	\$240,000
Campground	\$714,782 of which entitled to 40% only to transfer (\$286K), the rest we are unable to claim on.

No other questions on financials

Projects in Partnership Reports**4. NEMA FUNDED PROJECTS**

P Bicknell (PB) spoke to these reports:

3 Waters

All works are completed with the exception of the Brougham Brick Arch which came in at a high cost.

[Public Excluded portion of minutes discussion (due to commercial sensitivity)]

Once these costs come in, discussion can be had around whether some of this is contingency, or how much of it might be betterment.

JC noted project management of this is 25% over budget.

PB responded when these budgets were initially put together, they were incorrectly apportioned. The costs were mis-budgeted on several projects in the project management area and had to be reworked after funding was received (noting these were done within a very short timeframe when BDC put the business case to NEMA).

MD noted as a level of comparison that as a percentage, would regard this as within range, approx. 11% of the programme capital value.

Ned Tauwhare joined at 4.15 pm

Betterment – some of these projects are now complete.

Pump Station – now contracted – will get 3 maybe 4 stations completed in this budget.

Wastops – to be completed this month.

Grit and Sediment – Davis Ogilvie is continuing with the design works and procurement process on this project. (Co-funded with IAF).

Domain Stormwater – complete.

Alternative Water Supply Work – Desk top study complete. This is going onto the next stage of undertaking the yield assessments.

Mill & Roebuck Street - complete.

Coates Street – currently being priced up.

Discussion re pump station lifting, , some were repaired as part of the 3 waters repair programme. There were originally 13 listed for lifting up, of which 3 or 4 will be completed. These were listed in priority order of being costed. Discussion whether other unused funds could be directed here. Until the Wharf repair costs are finalised, these unused funds reallocation is unknown.

Wharf Repair

Currently waiting for high level peer review to be completed before this goes out for procurement. Documentation is currently being progressed, along with submissions for archaeological impact and environmental effects etc. With the required high level peer review there is a slight delay as to when we can go for procurement and get market pricing.

Discussion re peer review which was requested last December. Received a letter from NEMA's John Price last month, where it was recommended to do this peer review. Received a quote to complete review (\$22K to be included within the current budget), which NEMA were comfortable with.

Tiphead

Tiphead is complete, all invoices have been received. Total project amount is \$240,581 (40% of this is \$96,232.00).

Discussion re reporting requirements once these projects are completed. Noted that completed project reports are not required except to discuss surpluses (as they remain a live project until the project is completely closed out ie. until the surplus is moved out).

ACTION POINT: PB to start an action point list/table with completed projects and the contingency that is left over for a running total. (noting the date of the final report if require more details)

Dredging (verbal update)

DM – Weather has not been favourable with only 2 or 3 days dredging, back to dredging a week ago. Good sounding at the weekend on the bar. Dredge is double crewing to catch up with engine issues. The repair went well.

Discussion re will be there be a gap when the money runs out for dredging and with Westland Mineral Sands. (WMS). By March we will be through the Tranche 2 contract, going to Nelson in September for dredge contract. Will be out of funding by March/April BDC will need to understand what Westland Mineral Sands (or other ports) may need done for the future.

Report coming to RAC in September to look at the future of the dredge operation.

Reefton Campground Stopbank

Potentially complete with a surplus \$79,628 (40% of this is potentially transferable).

This will be the final report to this meeting, further information on the Reefton Campground Stopbank will be provided on the table with the underspend as per the [Action Point](#) above.

Reefton Historic Landfill

PB – final piece of work is WSP river engineer to agree the final location of the main river channels (for the revetment will be complete). Project variance of (pg 33) here of \$231K, to be split between NEMA and BDC budgets.

The additional council budget of \$250K which was approved to add rock to the existing wall that wasn't as damaged, of this \$250K, have used \$144K with \$106K surplus here for council.

As this \$250k was not externally funded, it will be only the variance from the NEMA funded component will carry through into the table that PB will be preparing (as discussed above), once the project is completed. NEMA side currently \$125,165 is the project variance.

PB – NEMA money only covers the repair work. The BDC money was covering the additional piece that was not covered by NEMA. This is why a report was asked for how much rock was used in that council portion, as this needed to be separated out from the NEMA budget.

The reports were accepted as tabled

5. DIA - BETTER OFF FUNDING (BOF) PROJECTS

PB reports are taken as read noting:

- The 6 month reports for DIA are completed. Two projects within that are discontinued: Smoke testing and Waimangaroa.
- Reefton Campground and Westport Critical Water submitted for approval – sitting with Crown Infrastructure for review.
- Council workshop on 13 September to deliberate on the final \$650K that is currently unallocated.
- 3 waters projects – broken into four bundles which are currently being priced.

Reefton Wastewater Modelling – \$150K projects - awaiting for proposal and pricing from project manager.

Climate Change Adaptation – Money has been paid to University Canterbury (UC). Di Rossiter to provide information on how we will receive reporting from UC and what level of progress reporting we will get from them. Councillor workshops are also scheduled in October to discuss the community engagement part.

Master Planning – Stage 1 vision is now out for RFP. We have put it out to invited tender to 5 parties, 3 of which are responding.

Community HUB – looking at potential sites with working group on the next steps around fund raising opportunities.

Civil Defence – hoping to complete by end of August/September.

Airport relocation Study – consultant has been engaged, will be visiting towards the end of August.

Karamea reserve water is now complete.

Westport critical water supply – pilot study also complete.

Reefton Campgrounds – Rick Barry put together project plan which is submitted to Crown Infrastructure, awaiting for their approval.

S Paisley left the meeting at 4.38 pm

The report was accepted as tabled

Suresh joined the meeting at 4.39 pm

6. IAF Funded Projects - Public Excluded

IAF Funded Projects discussion.

Suresh left the meeting at 4.41 pm

Information noted

7. General Business

No other matters were raised.

The meeting closed at 4.41 pm.

**NEMA Tranche 2 Programme
For Period 2023/24- July**

	CURRENT BUDGET (Total)	TOTAL COST TO DATE	TOTAL REVENUE TO DATE	Claims	FORECAST COST TO COMPLETE	FORECAST AT COMPLETION	PROJECT VARIANCE
WP1-5 3 Waters Repairs	0	1,997,618	(1,915,898)	(79,780)	(1,940)	(226,837)	0
Expenses	2,511,751	1,997,618	0	0	514,133	2,284,914	0
Revenue	(2,511,751)	0	(1,915,898)	(79,780)	(516,073)	(2,511,751)	0
WP6 3W Betterment Projects	0	393,526	(226,247)	(150,388)	(16,891)	0	0
Expenses	1,582,000	393,526			1,188,474	1,582,000	0
Revenue	(1,582,000)		(226,247)	(150,388)	(1,205,365)	(1,582,000)	0
WP7 Westport Port Repairs	0	223,425	(137,979)	(51,706)	(33,740)	0	0
Expenses	5,920,000	223,425			5,696,575	5,920,000	0
Revenue	(5,920,000)		(137,979)	(51,706)	(5,730,315)	(5,920,000)	0
WP8 Westport Dredging Project	0	1,543,506	(1,386,000)	(157,506)	0	0	0
Expenses	4,716,000	1,543,506			3,172,494	4,716,000	0
Revenue	(4,716,000)		(1,386,000)	(157,506)	(3,172,494)	(4,716,000)	0
WP9 Inangahua River Projects	0	453,649	(364,550)	(74,422)	(14,677)	0	0
Expenses	1,224,000	453,649			770,351	1,224,000	0
Revenue	(1,224,000)		(364,550)	(74,422)	(785,028)	(1,224,000)	0
WP10 Tiphead Repairs	0	759,839	(716,941)	(42,478)	(420)	0	0
Expenses	1,000,000	759,839			240,161	1,000,000	0
Revenue	(1,000,000)		(716,941)	(42,478)	(240,581)	(1,000,000)	0
Programme Management	0	101,088	(70,282)	(23,289)	(7,517)	0	0
Expenses	190,440	101,088			89,352	190,440	0
Revenue	(190,440)		(70,282)	(23,289)	(96,869)	(190,440)	0
TOTAL							
Expenses	17,144,191	5,472,651		0	11,671,540	16,917,354	0
Revenue	(17,144,191)		(4,817,896)	(579,570)	(11,746,725)	(16,795,427)	0
Deductions	348,764				0		
Total	348,764	5,472,651	(4,817,896)	(579,570)	(75,185)	121,927	0

	Costs	Threshold	on Hold	Ineligible	Invoiced	Paid	Paid from \$1mil advance
Pre Tranche 2 (60%)	457,846.15	173,850.00			-		283,993.15
Claim 1	957,121.42	174,914.00			782,207.42	782,207.42	
Claim 2 (40%)	179,231.32				179,231.32	179,231.32	
Claim 3	632,903.36		- 91,028.25	4,297.23	537,577.88	537,577.88	
Claim 4	1,104,415.37		- 24,486.25		1,084,973.21	1,084,973.21	
Claim 5	739,294.89		- 1,800.00		739,294.89	739,294.89	
Claim 6	55,404.93				55,404.93	55,404.93	
Claim 7	938,898.80		50,055.00*		962,908.29	962,908.29	
Balance to be Claimed/Onhold/Ineligible	865,381.31						
Total	5,472,651.40	348,764.00	- 67,259.50	4,297.23	4,341,597.94	4,341,597.94	283,993.15

* Resolved from
Claim 3

NEMA T2 Programme Surplus Report	Budget	Final Cost	Surplus	40%
Completed Project				
Tiphead (final report July 2023)	\$ 1,000,000	\$ 759,839	\$ 240,161	\$ 96,064
Reefton Campground (final report July 2023)	\$ 150,000	\$ 59,618	\$ 90,382	\$ 36,153
Total surplus available for recommendation for reappropriation to another T2 project				\$ 132,217
Projects in Partnership Meeting - 11 September 2023				



BULLER DISTRICT COUNCIL - Flood Recovery - Recovery - Work Packages 1 - 5

Programme/Project Details

Location and Region:	Buller, Westport
Project Budget:	\$2,511,751
Month End	August-2023
Financial Period End	July-2023
Project Principal:	Buller District Council
Project Partner(s):	National Emergency Management Agency (NEMA)
Project Manager:	Mark Wiechern
Programme Outcomes:	This Programme of works covers all 3W repair (Drinking Water/ Stormwater/ Wastewater) in Work Packages 1-5. The programme encompassed both the July 2021 and February 2022 severe weather events damage. 60% of funding is from NEMA, and the remaining 40% is by Cabinet approval of the T2 funding submission (outside of NEMA policy).

Project Overview/traffic Light Status/High-Level Summary (G = Green- Good ; A = Amber- Warning; R = Red - Issue)

Aspect	Status	Comments
Overall:	G	Repair works have progressed well. Approximately 95% complete by tasks or 92% complete by cost vs projected total costs.
Budget:	G	All approved tasks allowed for in the NEMA repairs work will be completed within the boundaries of the total funding value approved. It is anticipated that the Brougham Brick arch repair will require to draw upon the large contingency figure still available within the total budget.
Scope:	A	Still require scope sign-offs by NEMA for Brougham brick arch.
Resource:	G	Contractors have increasing work loads from competing projects/funding streams which may require further discussion with the contractor (WRSL). Requires strict management by PMO for priorities.
Schedule:	A	All works excluding Brougham brick arch were completed by March 31. Current forecast is for the Brougham Brick Arch to be complete by December 24th at the latest, due to the complexity of access and seasonal river conditions.
Risks / Issues:	A	Current indications are that the Brougham Brick arch repair is likely to exceed NEMA approved budget. Further work required to look to validate the repair costs and progress with the works with increased budget utilising contingency available within the overall programmes budget.

Current Updated Programme	
Previous Reporting Period	Next Reporting Period
<p>August has been a relatively quiet period in this portfolio of projects which is now all closed and completed with the exception of the Brougham street Brick Arch repair. All permits, land access agreements and civil/structural design has been completed for this repair. Initial pricing from the market has also been received relating to the cope and schedule provided for this repair. Pricing received has highlighted challenges with the execution of this repair. To this end a Request for quote (RFQ) set of documents has been produced in August, reviewed and published on gets to a panel of 5 specialist drainlaying contractors to price. This will demonstrate the true market value for this work and allow BDC to place a considered proposal in front of NEMA for approval.</p>	<p>The RFQ response close Sept 8th. Immediately following a review and assessment will occur followed by negotiation. Once a successful proposal and price has been determined this will be placed in front of NEMA.</p>

Updated Project Road Map/Schedule																	
Project task	2022			2023													Comments
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
Planning and BDC Approvals	█	█	█	█	█	█						█	█	█			
Easements and access Agreement					█	█	█	█									
Construction (Includes continuation of HDD Design)					█	█	█	█							█	█	
Construction Complete								█							█	█	
Commissioning and Testing							█	█	█							█	█
Handover and Asset Manager Acceptance							█	█	█								█

Milestones				
Milestone / Task	Baseline Finish	Forecast/Actual Finish	% completion	Comments
Westport WWTP Diffusers Replacement	31-Mar-23	28-Mar-23	100%	
Westport WWTP Grit Cleaning	31-Mar-23	28-Mar-23	100%	
CCTV - Final Remaining Sites	16-Dec-22	31-Jan-23	100%	
Domett St Tomo - Damaged Pipe Repair	16-Feb-23	31-Mar-23	100%	
Cats Creek - Clean out Flood Silt	1-Oct-22	1-Oct-22	100%	
Westport Waste Pump Stations - Remaining Electrical Repairs	31-Mar-23	31-May-23	100%	
Waimangaroa Drinking Water Repair	1-Feb-23	28-Feb-23	100%	
Reefton Reservoir Access Track	16-Mar-23	30-Apr-23	100%	
Brougham St Brick Arch - Flood damage repairs and clean out	31-May-23	24-Dec-23	19%	
Reefton Brick Arch CCTV	16-Dec-22	31-Jan-23	100%	
Emergency works, repairs and clean ups post events	31-May-22	31-May-22	100%	

Financials						
Budget and Expenditure Summary						
Programme/Project Item	Current Budget	Cost To Date (CTD)	Forecast Cost to Complete (FCC)	Final Forecast Cost (FFC)	Project Variance	Commentary
Business Case (Phase 0)	\$0	\$0	\$0	\$0	\$0	
Planning (Phase 1 - 3)	\$0	\$0	\$0	\$0	\$0	
Consents and Approvals (inc land and legal) (Phase 4)	\$0	\$112,748	\$0	\$112,748	\$112,748	
Design (Phase 4)	\$0	\$27,455	\$0	\$27,455	\$27,455	
Construction (Phase 4)	\$1,962,180	\$1,586,939	\$101,000	\$1,687,939	-\$274,241	
Closeout (inc operational readiness, handover, as built) (Phase 5)	\$0	\$0	\$0	\$0	\$0	
Project Management	\$226,837	\$270,476	\$16,000	\$286,476	\$59,639	
Total	\$2,511,751	\$1,997,618	\$117,000	\$2,114,618	\$397,133	
Contingency	\$322,734		\$397,133			

Risks/Issues/Outcomes		
Key risks and/or issues arising are detailed below (NB level of risk is relative to this project)		
Risk ID - Risk/Issue	Mitigation	Residual Risk
WP1 - WP5 / 2 - BDC will be forced to utilise AP funds to remedy (unplanned, possibly unbudgeted works)	No proceeding until BAU Funds are ear-marked as backup.	12
WP1 - WP5 / 4 - Potential delays at certain flood 'repair' sites due to inclement weather (E.g. Reefton Access Track)	Manage the contractors schedule	2
WP1 - WP5 / 5 - Risk that information or records of work may not be suitable for the Planning Team (AssetFinder Input)	Identify the items required with the BDC Planning Team and discuss with suppliers in first instance	2

Communications

An update on media, marketing and communication activity for the programme/project

Key achievements/outcomes

Ongoing public stakeholder engagement continues with a number of news media statements and articles being published. The monthly Flood Recovery update Bulletin remains the primary community engagement tool for the 3W repairs and recently provided an update to the public in late April and again in late July in the local newspaper. As the Programme draws to an close in the coming months, a summary media release should be considered to summarise the extent of work undertaken by Council and it's contractors.

Risk Key

Risk Rating	Action, Escalation & Review Timeframe Needed
20 - 28 Extreme	Risk Owner must immediately escalate risk to the SLT who considers escalating it to the Finance, Risk and Audit Committee.
10 - 16 High	Risk Owner immediately escalates risk to the Risk Leader, and to the SLT if required.
4 - 9 Moderate	Risk Owner monitors and reviews the effectiveness of risk controls and whether the risk rating has changed, on a monthly basis.
1 - 3 Low	Retain all risks on the risk register and review those with a combined score of 1 or 2 on a 6-monthly basis and those with a combined score of 3 on a quarterly basis to ensure that the risk rating has not changed.

Table 5: Likelihood of Occurrence

Likelihood	Score	Description
Almost certain	5	Event is expected to occur more than once in the next year
Likely	4	Event is expected to occur once in the next year
Possible	3	Event could occur at least once in the next two years
Unlikely	2	Event could occur at least once in the next 3 to 5 years
Rare	1	Event is unlikely to occur in the next 5 years

		Risk Assessment Matrix				
Consequence	Catastrophic (5)	5	10	15	20	25
	Major (4)	4	8	12	16	20
	Moderate (3)	3	6	9	12	15
	Minor (2)	2	4	6	8	10
	Insignificant (1)	1	2	3	4	5
			Rare (1)	Unlikely (2)	Possible (3)	Likely (4)
		Likelihood				

BULLER DISTRICT COUNCIL - Three Waters - Stormwater & Drainage - NEMA T2 Betterment - WPt	
Programme/Project Details	
Location and Region:	Buller
Project Budget:	\$1,582,000
Reporting Period (ending):	August-2023
Financial Period End	July-2023
Project Principal:	Buller District Council
Project Partner(s):	NEMA
Project Manager:	Rob Poole
Programme Outcomes:	The scope is made up of 8 sub-projects that fall under the NEMA Betterment funding source. The programme of works objective is to provide 3W flood resilience to select priority assets across the reticulated networks (Stormwater, Wastewater and Drinking Water) for Westport. Westport WWTP is jointly funded between NEMA and IAF



Project Overview/traffic Light Status/High-Level Summary (G = Green- Good ; A = Amber- Warning; R = Red - Issue)		
Aspect	Status	Comments
Overall:	G	The programme is generally on track in terms of delivery outcomes and budget
Budget:	G	The lifting of all Pump stations has been prioritise and scope reduce to fit within budget accordingly
Scope:	G	The remaining scope relates to Coates Street stormwater, alternative drinking water supply and the lifting of the pumpstations. All projects are scoped and design underway
Resource:	G	Davis Ogilvie are working on Alternative drinking water and WWTP screen design and build options, Egis are almost complete on the Coates Street stormwater design and WRSL are about to commence design for the pump station lifting options and the last wastop is being fitted
Schedule:	G	Physical works began in Feb 23. Last project to be completed in early 2024 (Westport WWTP), generally in accordance with baseline programme
Risks / Issues:	G	Risks and opportunities continue to be monitored, assessed on a monthly basis and updated to reflect actual or perceived risks

Current Updated Programme	
Previous Reporting Period	Next Reporting Period
<p>WW Pump Stations - Contract signed by BDC & awaits contractor signature.</p> <p>SW Backflow Prevention - WestReef have installed 4 of 5 WaStops with last WaStop underway in August 23</p> <p>WW Grit & Sediment - Davis Ogilvie have provided BDC with their final " Principles Requirements" document at the end of August 23.</p> <p>Domain SW Drainage - Installation of sump. COMPLETE</p> <p>Alt Drinking Water Supply - BDC assessment of the Davis Ogilvie report and PCG meeting held. DO commenced with a high level cost comparison study of selected water sources</p> <p>Mill St manhole replacement - COMPLETE 30/6/23</p> <p>Roebuck St - COMPLETE 31/3/23</p> <p>Coates St - Egis continued to re-work their design with particular focus on improving drainage at the Coates St/Forbes St intersection</p>	<p>WW Pump Stations - Contract documents signed & Contractor commence with design</p> <p>SW Backflow Prevention - Cats Creek 2 started in August and scheduled to be completed in early September 23.</p> <p>WW Grit & Sediment - Compilation of RFP documents and release to market for tender</p> <p>Domain SW Drainage - COMPLETE</p> <p>Alt Drinking Water Supply - DO to continue study into cost comparison of water source options.</p> <p>Mill & Roebuck St - COMPLETE</p> <p>Coates St - Final design expected in early September. Contractor to begin pricing of project & negotiations where required</p>

Updated Project Road Map/Schedule					
Project task	2023				Comments
	Aug-23	Sep-23	Oct-23	Nov-23	
Lifting wastewater pump stations above 1% AE level	contract Award	Design	Construction	Construction	Lifting 7-9no flood damaged Wastewater Pump Station electrical cabinets above the 1% AEP flood height in Westport. * Scheduled for completion December*
SW Backflow Prevention - Install WaStops	Construction - Cats Creek 2	Construction - Cats Creek 2			Installation of 5no. backflow prevention devices within the Westport SW network.
WWTP – Grit/Sediment and Screen Plant	Design	Design	Design	Design	Installation of a new combined Grit/Sediment and Screen plant at the Westport WWTP. * Scheduled for completion December*
Coates Street SW Upgrade - Stage 1	Design	Design	Contractor Procurement	Contractor Procurement	Design and installation of open swale drains along Coates/ Forbes Street in Westport.
Westport Domain SW Reinstatement (COMPLETE)					Reinstatement of an old SW drain through the Westport Domain. Changed now to sump install on Menzies St - COMPLETE
Alternative Drinking Water Supply Investigation	Design	Design	Design	Design	Design and investigation of an alternative Drinking Water supply for Westport. * Scheduled for completion December*
Mill St and Roebuck SW Upgrade (COMPLETE)					Upgrading two weak nodes of Westport's SW network on Mill and Roebuck Streets. Installation of new manholes. Both - COMPLETE

Milestones				
Milestone / Task	Baseline Finish	Forecast/Actual Finish	% completion	Comments
WW Pump stations - PROCUREMENT - 10243	31-Jul-23	31-Jul-23	95%	Negotiations complete. Contract docs being collated
WW Pump stations - CONSTRUCTION ROEBUCK - 10243	22-Sep-23	22-Sep-23	0%	Awaits finalised contract
WW Pump stations - CONSTRUCTION RINTOUL - 10243	29-Sep-23	29-Sep-23	0%	Awaits finalised contract
WW Pump stations - CONSTRUCTION DERBY /BRIGHT - 10243	6-Oct-23	6-Oct-23	0%	Awaits finalised contract
SW Backflow Prevention - 10244	18-Mar-23	30-Sep-23	90%	4 of 5 installed
WW Grit & Sediment - 10245	13-Dec-23	6-Mar-24	10%	Ongoing design by Davis Ogilvie & BDC
Domain SW Drainage - 10246	4-May-23	24-Mar-23	100%	Complete
Alt Drinking Water supply - DESKTOP STUDY - 10247	26-Jul-23	26-Jul-23	100%	Complete
Alt Drinking Water supply - YIELD ASSESSMENT - 10247	9-Aug-23	9-Aug-23	0%	Ongoing design by Davis Ogilvie
Alt Drinking Water supply - MULTI-CRITERIA ASSESSMENT - 10247	27-Sep-23	27-Sep-23	0%	Awaits completion of yield assessment
Alt Drinking Water supply - OPTIONS REPORT - 10247	23-Oct-23	23-Oct-23	0%	Awaits completion of multi criteria assessment
Mill St SW upgrade - 10248	26-Mar-23	30-Jun-23	100%	Complete
Roebuck St SW upgrade - 10249	26-Mar-23	29-Mar-23	100%	Complete
Coates St SW upgrade DESIGN - 10250	29-Jul-23	10-Jul-23	75%	Design ongoing
Coates St SW upgrade CONSTRUCTION - 10250	1-Jan-24	1-Oct-23	0%	Awaits design completion

Financials									
Budget and expenditure summary									
Programme/Project Item	Approved Original Budget	Current Budget	Cost to Date (CTD)	Forecast Cost to Complete (FCC)	Final Forecast Cost (FFC)	FFC to Current Budget Variance	Reported Contingency	Status	Commentary
WW Pump stations - 10243	\$ 313,200	\$ 313,200	\$ 1,180	\$ 232,778	\$ 233,958	\$ 79,242	\$ 79,242	In Design	0
SW Backflow Prevention - 10244	\$ 178,350	\$ 178,406	\$ 114,315	\$ 64,091	\$ 178,406	\$ 0	\$ -	In Construction	0
WW Grit & Sediment - 10245	\$ 435,000	\$ 435,000	\$ 12,933	\$ 422,067	\$ 435,000	\$ -	\$ -	In Design	0
Domain SW Drainage - 10246	\$ 15,000	\$ 14,186	\$ 14,186	\$ -	\$ 14,186	-\$ 0	\$ -	Completed	Following preliminary site investigation in the Domain, the scope of the project changed to a new sump on Menzies St. Clearing of some drains and reinstatement of
Alt Drinking Water supply - 10247	\$ 174,000	\$ 174,000	\$ 29,889	\$ 70,250	\$ 100,138	\$ 73,862	\$ 73,862	In Design	0
Mill St SW upgrade - 10248	\$ 22,620	\$ 22,620	\$ 22,287	\$ -	\$ 21,954	\$ 666	\$ 333	Completed	0
Roeback St SW upgrade - 10249	\$ 26,000	\$ 25,120	\$ 25,120	\$ -	\$ 25,120	\$ -	\$ -	Completed	0
Coates St SW upgrade - 10250	\$ 217,500	\$ 217,500	\$ 68,228	\$ 149,272	\$ 217,500	\$ 0	\$ -	In Design	0
Betterment PM costs - 10251	\$ 200,330	\$ 201,968	\$ 107,028	\$ 94,939	\$ 201,968	\$ 0	\$ -	In Construction	0
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	0
Total	\$ 1,582,000	\$ 1,582,000	\$ 395,166	\$ 1,033,397	\$ 1,428,230	\$ 153,770	\$ 153,437		
Note: FCC and FFC exclude contingency									

Risks/Issues/Outcomes		
Key risks and/or issues arising are detailed below (NB level of risk is relative to this project)		
Risk ID - Risk/Issue	Mitigation	Residual Risk
NEMA T2 Betterment - WP6 / 1 - budget is limited to \$360k and it is likely that this is not sufficient for all pump stations	Prioritise order of remediation and cut out pump stations in order to bring project in under budget. Monthly cost tracking throughout.	4
NEMA T2 Betterment - WP6 / 2 - This project is complicated by a mix of M& E, civil and hydraulic components	Independent QS assessment of offers if uncompetitive.	4
NEMA T2 Betterment - WP6 / 4 - Long lead times for key components as some are imported.	Specialist consultant to oversee design, procurement and construction	6
NEMA T2 Betterment - WP6 / 5 - There is a lack of contractors specialising in this field	Cross check tenders against an independent QS Internal review of methodologies to ensure compliance	4
NEMA T2 Betterment - WP6 / 6 - Wet weather will impede the construction programme	Works to be programmed during summer season to reduce risk of rain. Contractor to propose a work method that mitigates inclement weather if and where possible	6
NEMA T2 Betterment - WP6 / 9 - NEMA funding expires 30/12/23 and must be spent prior.	Communication with NEMA to agree realistic timescales for expenditure.	4
NEMA T2 Betterment - WP6 / 10 - caused by contractor undertaking disruptive works without proper planning or community engagement.	Contractor to notify the community where necessary. Works to consider the community	4

Communications

An update on media, marketing and communication activity for the programme/project

WW Pump Stations - None to date however this will involve substantial community engagement
 SW Backflow Prevention - None required
 WW Grit & Sediment - None required
 Domain SW Drainage - None required
 Alt Drinking Water Supply - No engagement required at this options report stage.
 Mill & Roebuck St - None required
 Coates St - Project will involve some community engagement. So far BDC have been in contact with the local Pony Club to discuss our provisional plans.

Risk Key

Risk Rating		Action, Escalation & Review Timeframe Needed
20 - 25	Extreme	Risk Owner must immediately escalate risk to the SLT who considers escalating it to the Finance, Risk and Audit Committee.
10 - 16	High	Risk Owner immediately escalates risk to the Risk Leader, and to the SLT if required.
4 - 9	Moderate	Risk Owner monitors and reviews the effectiveness of risk controls and whether the risk rating has changed, on a monthly basis.
1 - 3	Low	Retain all risks on the risk register and review those with a combined score of 1 or 2 on a 6-monthly basis and those with a combined score of 3 on a quarterly basis to ensure that the risk rating has not changed.

Table 5: Likelihood of Occurrence

Likelihood	Score	Description
Almost certain	5	Event is expected to occur more than once in the next year
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Possible	3	Event could occur at least once in the next two years
Unlikely	2	Event could occur at least once in the next 3 to 5 years
Rare	1	Event is unlikely to occur in the next 5 years

		Risk Assessment Matrix				
Consequence	Catastrophic (5)	5	10	15	20	25
	Major (4)	4	8	12	16	20
	Moderate (3)	3	6	9	12	15
	Minor (2)	2	4	6	8	10
	Insignificant (1)	1	2	3	4	5
		Rare (1)	Unlikely (2)	Possible (3)	Likely (4)	Almost certain (5)
		Likelihood				

BULLER DISTRICT COUNCIL - Infrastructure Strategy - Recovery - Westport Wharf Repair and Reinstatement



Programme/Project Details

Location and Region:	Buller, Westport
Project Budget:	\$5,920,000
Month End	August-2023
Financial Period End	July-2023
Project Principal:	Buller District Council
Project Partner(s):	National Emergency Management Agency (NEMA)
Project Manager:	Phil Rossiter
Programme Outcomes:	Project Scope: This project seeks to repair and reinstate safe and fit-for-purpose wharf infrastructure at the bulk shipping precinct that was damaged during the July 2021 and February 2022 Buller River flood events.

Project Overview/Traffic Light Status/High-Level Summary (G = Green- Good ; A = Amber- Warning; R = Red - Issue)

Aspect	Status	Comments
Overall:	A	The project is generally following its intended path, albeit with some programme slip and budget pressure. Programme slip has come from unscheduled activities (protracted Importance Level approval and late introduction of a peer review of the proposed Wharf repair design). A recent updated cost estimate exceeded the available budget by 10%, however this is considered close enough to proceed to market and validate via a tender process, with potential mitigations available, should tendered pricing exceed budget. Beyond this, key matters are in hand.
Budget:	A	A recent (July 2023) independent cost estimate was undertaken and exceeded the total available project budget of \$5,920,000 by approximately 10%. Whilst this flags potential issues with budget adequacy, market engagement has identified keen and willing suppliers with an easing workload, and it is considered appropriate to proceed to tender the repair on this basis and work with a preferred supplier on value engineering options, should this be required.
Scope:	G	The repair scope has been defined based on a combination of user-input, a detailed structural site inspection, and a recently completed 'constructability' review that has further optimised the repair design. The repair design will be based on Importance Level 3.
Resource:	G	Resources required for this stage of the project are secured. Additional resources will be required as the project progresses.
Schedule:	A	The programme is slipping, mainly because of unforeseen delays confirming the Importance Level of the repair design and now because of the need to complete a peer review of the repair design. The design will not be tendered until the design is confirmed, introducing a number of months' delay to the project. The overall programme will be confirmed and re-baselined when construction tenders are received and a programme is accepted. The current forecast is for a mid 2024 completion. It is possible actual completion may remain close to this date, but is to be confirmed when a contractor is secured and programme accepted.
Risks / Issues:	A	A number of risks have been identified and mitigations and management actions are underway and on-going and tracking to plan. The 'traffic light' status of this aspect has been set to amber to reflect the presence of risks and their potential to adversely impact the project, if not controlled.

Current Updated Programme	
Previous Reporting Period	Next Reporting Period
The repair design has been completed and an independent peer review is underway. The peer review was not programmed and has delayed milestones. A statutory approvals review has been completed. Resource consents are required from the West Coast Regional Council and Buller District Council. An Assessment of Environmental Effects has been completed, along with supporting studies (ecological impact assessment and archaeological assessment) and application for resource consents has been approved for lodgement. Liaison with the Buller District Council (as Building Consent Authority) was undertaken and a Building Consent Exemption will be processed under its discretionary authority. An independent cost-check was completed to inform budget adequacy and produced a total project estimate approximately 10% beyond available budget. The design will be put to market (tender) in its current form to validate this, once the peer review process is complete and the design is locked down.	Progress independent peer review of repair design with the aim of substantially completing and resolving any issues and finalising the repair design. Service any RFI's in relation to the resource consent application. Formalise construction access with Kiwirail. Progress construction repair procurement documentation.

Updated Project Road Map/Schedule														
Project task	2023						2024							Comments
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
Project management, coordination, and delivery (Sep '22 to Jul '24)														Scheduled to continue to July 2024 but TBC when tenders received
Investigations & planning (Sep '22 to Sep'23)														
Design (Sep '22 to Sep '23)														
Consents & approvals (Jun '23 to Sep '23)														
Construction procurement (Jun '23 to Oct '23)														
Construction & site management (Oct '23 to Jun '24)														Scheduled to continue to June 2024 but TBC when tenders received
Handover & closeout (Jul '24)														Programmed to commence July 2024 but dependant on precursor milestones

Milestones				
Milestone / Task	Baseline Finish	Forecast/Actual Finish	% completion	Comments
Conceptual engineering design	23-Sep-22	23-Sep-22	100%	Complete
Geotechnical investigation & assessment	11-Nov-22	11-Nov-22	100%	Complete
Topographical survey acquisition	9-Nov-22	9-Nov-22	100%	Complete
Detailed engineering inspection and assessr	16-Nov-22	16-Nov-22	100%	Complete
Kiwirail liaison and building fate determinat	28-Feb-23	28-Jan-23	100%	Complete
Preliminary engineering design	14-Dec-22	14-Jan-23	100%	Complete
Construction supplier engagement/validatic	18-Jan-23	24-Apr-23	100%	Complete
Statutory approvals	10-May-23	10-Oct-23	60%	
Detailed design	12-Apr-23	30-Sep-23	90%	
Construction procurement	7-Jun-23	30-Oct-23	30%	
Construction	30-Jun-24	30-Jun-24	0%	
Handover	31-Jul-24	31-Jul-24	0%	

Financials						
Budget and Expenditure Summary						
Programme/Project Item	Current Budget	Cost To Date (CTD)	Forecast Cost to Complete (FCC)	Final Forecast Cost (FFC)	Project Variance	Commentary
Business Case (Phase 0)	\$0	\$0	\$0	\$0	\$0	
Planning (Phase 1 - 3)	\$108,000	\$95,675	\$15,000	\$110,675	\$2,675	
Consents and Approvals (inc land and legal) (Phase 4)	\$61,200	\$0	\$24,200	\$24,200	-\$37,000	
Design (Phase 4)	\$150,000	\$82,110	\$50,000	\$132,110	-\$17,890	
Construction (Phase 4)	\$5,432,387	\$0	\$5,484,135	\$5,484,135	\$51,748	
Closeout (inc operational readiness, handover, as built) (Phase 5)	\$12,000	\$0	\$12,000	\$12,000	\$0	
Project Management	\$156,000	\$45,640	\$111,240	\$156,880	\$880	
Total	\$5,920,000	\$223,425	\$5,696,575	\$5,920,000	\$0	
Contingency	\$413		\$0			

Risks/Issues/Outcomes		
Key risks and/or issues arising are detailed below (NB level of risk is relative to this project)		
Risk ID - Risk/Issue	Mitigation	Residual Risk
10232 / 3 - Because the materials specified in the repair design are scarce and/ or have very long-lead times	Monitor and communicate	8
10232 / 4 - Because it is more complicated than necessary and unfit-for-purpose.	Monitor and communicate	8
10232 / 1 - Because there is insufficient consideration or estimation of cost effective repair/construction approaches and materials and/or collaboration with the construction/repair market	Monitor and communicate	6
10232 / 5 - Because the project is seen as too hard, or too distant, or not interesting enough relative to other market opportunities at the time	Monitor and communicate	6

Communications
An update on media, marketing and communication activity for the programme/project

Some external communication/media was undertaken in relation to the geotechnical drilling and investigation work and the purpose of this and relation to the wider repair programme. It is appropriate to progress further planning and design work and clarify matters such as programme timing and next steps before further communications are considered. No physical works are expected at the site until at least spring of 2023. On-going updates have been provided via BDC's communication team as part of wider flood recovery reporting.

Risk Key

Risk Rating	Action, Escalation & Review Timeframe Needed
20 - 25 Extreme	Risk Owner must immediately escalate risk to the SLT who considers escalating it to the Finance, Risk and Audit Committee.
10 - 16 High	Risk Owner immediately escalates risk to the Risk Leader, and to the SLT if required.
4 - 9 Moderate	Risk Owner monitors and reviews the effectiveness of risk controls and whether the risk rating has changed, on a monthly basis.
1 - 3 Low	Retain all risks on the risk register and review those with a combined score of 1 or 2 on a 6-monthly basis and those with a combined score of 3 on a quarterly basis to ensure that the risk rating has not changed.

Table 5: Likelihood of Occurrence

Likelihood	Score	Description
Almost certain	5	Event is expected to occur more than once in the next year
Likely	4	Event is expected to occur once in the next year
Possible	3	Event could occur at least once in the next two years
Unlikely	2	Event could occur at least once in the next 3 to 5 years
Rare	1	Event is unlikely to occur in the next 5 years

		Risk Assessment Matrix				
		5	10	15	20	25
Consequence	Catastrophic (5)	5	10	15	20	25
	Major (4)	4	8	12	16	20
	Moderate (3)	3	6	9	12	15
	Minor (2)	2	4	6	8	10
	Insignificant (1)	1	2	3	4	5
		Rare (1)	Unlikely (2)	Possible (3)	Likely (4)	Almost certain (5)
		Likelihood				

BULLER DISTRICT COUNCIL - Solid Waste - Recovery - Reefton Historic Landfill	
Programme/Project Details	
Location and Region:	Buller, Westport
Project Budget:	\$1,324,000
Month End	August-2023
Financial Period End	July-2023
Project Principal:	Buller District Council
Project Partner(s):	National Emergency Management Agency (NEMA)
Project Manager:	Brendon Russ
Programme Outcomes:	Historic Reefton Landfill: The Reefton Historic Landfill was scoured out as a result of the February 2022 flood event. The Inangahua River watercourse is now exposed to the contents of the historic landfill, with the landfill sidewall now requiring reinstatement to return it to its pre-flood condition.

Project Overview/Traffic Light Status/High-Level Summary (G = Green- Good ; A = Amber- Warning; R = Red - Issue)		
Aspect	Status	Comments
Overall:	G	Project is running in accordance with our expectations with works being carried out in a professional manner by the contractor
Budget:	G	Project expenditure for the month stills shows project forecast to be completed under budget. No known issues at this time
Scope:	G	The Reefton Historic Landfill was scoured out as a result of the February 2022 flood event. The landfill sidewall now requires reinstatement to return it to its pre-flood condition with an element of betterment funded by BDC.
Resource:	G	Brendon Russ (BDC-Project Manager), Mark Smith (WSP-Design) monitoring project with Roscos identified as local contractor undertaking works
Schedule:	G	Works on programme with stage 2 works still to complete
Risks / Issues:	G	Risk & opportunities register updated and included as part of this report.

Current Updated Programme	
Previous Reporting Period	Next Reporting Period
Stage 1 (river re-training)of project 100% complete Stage 2 of project now essentially complete with further advice from WSP around further minor river re-training to complete WSP have provided a report on river training that is required to complete this project and meet resource consent conditions. Rosco Contractors have been requested to supply a price for this work	Rosco Contractors to provide a price for the final river training and complete training works, BDC to access and instruct under the Contract if appropriate. Bird survey to be completed prior to commencement of works due to possibility of nesting Banded Dotterels.

Updated Project Road Map/Schedule													
Project task	2022			2023									Comments
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Planning and BDC Approvals													Project Budget approved July 2022.
Resource Consent													WSP have completed a recourse consent application for this project
Design													WSP have been engaged to design on the remedial works required for the Historic Reefton Landfill. This design has been completed
Contract Award													Contract was awarded on 23 May 2023
Construction													Construction is expected to take 10 weeks
Handover and Asset Manager Acceptance													

Milestones				
Milestone / Task	Baseline Finish	Forecast/Actual Finish	% completion	Comments
Planning and Scope Approval	30-Sep-22	30-Sep-22	100%	
Resource Consent Granted	28-Feb-23	20-Jun-23	100%	
Design	12-Feb-23	17-Feb-23	100%	
Tender	10-Mar-23	10-Mar-23	100%	
Contract Awarded	31-Mar-23	23-May-23	100%	
Construction Period	30-May-23	30-Sep-23	80%	
Handed over and Asset Manager acceptance	5-Jun-23	14-Oct-23	0%	
0	0-Jan-00	0-Jan-00	0%	

Financials						
Budget and Expenditure Summary						
Programme/Project Item	Current Budget	Cost To Date (CTD)	Forecast Cost to Complete (FCC)	Final Forecast Cost (FFC)	Project Variance	Commentary
Business Case (Phase 0)	\$0	\$0	\$0	\$0	\$0	
Planning (Phase 1 - 3)	\$10,515	\$11,869	\$0	\$11,869	\$1,354	
Consents and Approvals (inc land and legal) (Phase 4)	\$30,000	\$21,907	\$8,093	\$30,000	\$0	
Design (Phase 4)	\$106,225	\$109,849	\$5,000	\$114,849	\$8,624	
Construction (Phase 4)	\$1,037,640	\$179,924	\$674,258	\$854,182	-\$183,458	
Closure (inc operational readiness, handover, as built) (Phase 5)	\$0	\$0	\$0	\$0	\$0	
Project Management	\$85,920	\$70,482	\$16,477	\$86,959	\$1,039	
Total	\$1,324,000	\$394,031	\$703,828	\$1,097,859	\$226,141	
Contingency	\$53,700		\$226,141			

Risks/Issues/Outcomes	
Key risks and/or issues arising are detailed below (NB level of risk is relative to this project)	
Risk ID - Risk/Issue	Mitigation
10019 / 1 - Caused by flooding of the Inangahua River combined with the temporary nature of the current stop bank	On going maintenance required on the temporary stop bank
10019 / 2 - Caused by excavation of contaminated ground	Agree method with contractor then follow up with regular site inspections by BDC

Communications
An update on media, marketing and communication activity for the programme/project
 A media release was prepared May 2023, updating the public on the Contract being awarded to Rosco Contracting and the proposed start date. Internal BDC stakeholders are being updated on a regular basis

Risk Key

Risk Rating	Action, Escalation & Review Timeframe Needed
20 - 25 Extreme	Risk Owner must immediately escalate risk to the SLT who considers escalating it to the Finance, Risk and Audit Committee.
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4 - 9 Moderate	Risk Owner monitors and reviews the effectiveness of risk controls and whether the risk rating has changed, on a monthly basis.
1 - 3 Low	Retain all risks on the risk register and review those with a combined score of 1 or 2 on a 6-monthly basis and those with a combined score of 3 on a quarterly basis to ensure that the risk rating has not changed.

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		Risk Assessment Matrix				
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		Rare (1)	Unlikely (2)	Possible (3)	Likely (4)	Almost certain (5)
		Likelihood				

Project Status Report – Better Off Funding Projects overview – July 2023



Programme/Project Details

Location and Region:	Buller District
Contracted Amount:	\$3,500,000
Reporting Period:	July 2023
Project Principal:	Buller District Council (BDC)
Project Partner(s):	DIA (Crown Infrastructure)
Programme Manager:	Penny Bicknell
Programme Outcomes:	The scope is made up of 9 projects approved by DIA that meet the funding criteria and demonstrate wellbeing outcomes. 2 further projects have been discontinued with funding reallocated or awaiting reallocation.

Project Overview/traffic Light Status/High-Level Summary (G = Green; A = Amber; R = Red)		
Aspect	Status	Comments
Overall:	G	The programme was prioritised by Council and approved by Crown Infrastructure
Budget:	G	\$3,500,000
Scope:	G	<p>The Programme of works includes the following approved projects:</p> <ul style="list-style-type: none"> • Three Waters projects • Reefton Wastewater/Stormwater modelling • Climate Change Adaptation and Master Planning • Community Hub Feasibility Study • Civil Defence • Airport Relocation options study • Karamea Reserve Water • Westport Emergency Water supply • Reefton Campground • \$650k unallocated
Resource:	G	Resource to be assigned to each project as required
Schedule:	G	Schedule to be determined. Final deadline for Crown Infrastructure projects programme is 30 June 2027
Risks / Issues:	G	Scope of works may need to be reduced in some projects to ensure they remain in budget

State of Play

Last Month (August)	Next Month (September)
<ul style="list-style-type: none"> All 6 monthly reports submitted to and approved by DIA. \$100k Critical Water supply and \$300k Reefton Campground Accommodation projects submitted to and approved by DIA. Scheduled Council workshop to discuss \$650k for re-assignment 3 Waters – Mark Wiechern assigned as Project Manager – procurement plan finalised. Reefton modelling – prepare a request for proposal and select consultants to price from an approved consultants list. Climate Change Adaptation – scheduled SLT and Council workshop for October for the Risk Explorer (RE) Tool. Budget for University of Canterbury (UC) transferred. Master Planning - Stage 1 – Vision – project is out for a closed tender (RFP) with invited parties. Tender deadline extended to 8 September. Community Hub Feasibility Study - Feldspar investigated potential sites and worked with the working group on next steps and fund-raising opportunities. Civil Defence - Awaiting specification details on lithium generators and number of VHF radios required Airport Relocation Options study - contracted Mike Haines Aviation Ltd. Conducted site visits and stakeholder meetings Karamea Reserve Water – project completed. Westport Emergency Water supply – pilot study underway Reefton Campground cabins – approved by DIA, contracted Rick Barry as Project Manager 	<ul style="list-style-type: none"> Submit claim for reimbursement. Council workshop to decide projects for the remaining \$650k scheduled for 13 September. Projects in 4 bundles to be sent out for tender pricing. Reefton modelling and report to be completed by February 2024. Confirm timing of Community engagement - contingent on Council workshop. Continuing work with UC. Tender deadline extended to 8 September. To be contracted by end September Community Hub – Feldspar continuing to investigate potential sites and fund-raising opportunities. Feldspar to complete bulk & location drawings and rough order costs. Complete order by end Sept/Oct Desk top study in progress Karamea Reserve Water – Project completed. Westport Emergency Water supply – complete final procurement. Stakeholder meetings and project plan to be completed.

Project Road Map/Schedule (Deadline for completion 30 June 2027)																			
Project task	Feb 2023	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan 2024	Feb	Mar	Apr	May	Jun	Jul	Comments
3 Waters																			Construction to commence Sept/Oct 2023 and be complete by July 2024
Reefton WW/SW modelling																			Modelling and Report to be completed by February 2024
Climate Change Adaptation																			Ongoing – linked to other funding
Master planning																			Project out for tender
Community Hub feasibility study																			Feldspar contracted – 9 months to completion
Civil Defence																			Complete in September/October
Airport relocations options study																			In progress
Karamea Reserve Water																			Completed
Westport emergency Water Supply																			Approved by DIA – procurement in progress
Reefton Campground																			Approved by DIA - Project plan to be completed

Financials (31 July 2023)						
Budget and Expenditure Summary.						
Programme/Project Item	Budget	Actual Spend	Drawdown /claim	Forecast cost to complete	Project Variance	Commentary
3 Waters	\$1,260,000	\$ 64,341	\$ 5,000	\$1,195,659		
Reefton Wastewater modelling	\$ 150,000	\$ 0		\$ 150,000		
Climate Change adaptation	\$ 250,000	\$ 130,000		\$ 120,000		
Master planning	\$ 250,000	\$ 8,688		\$ 241,312		
Community Hub Feasibility	\$ 150,000	\$ 57,541	\$ 5,000	\$ 92,459		
Civil Defence	\$ 275,000	\$ 10,987	\$ 275,000	\$ 264,013		
Airport Relocation options study	\$ 50,000	\$ 875		\$ 49,125		
Karamea Reserve Water	\$ 65,000	\$ 56,202	\$ 65,000	\$ 8,798		
Westport Emergency Water Supply	\$ 100,000	\$ 62,901		\$ 37,099		Application approved
Reefton Campground Accomm.	\$ 300,000	\$ 0		\$ 300,000		Application approved
Unallocated Funding	\$ 650,000			\$ 650,000		
Total	\$3,500,000	\$ 391,535	\$ 350,000	\$3,108,465		\$314,346 reimbursement to be claimed

Communications

An update on media, marketing and communication activity for the programme/project

Westport News reported on the request to reprioritise funding from Waimangaroa and Westport smoke testing projects and the subsequent discussions at the April Council meeting. Better off Funding Tranche 2 funding has been withdrawn by Government.

Westport News reported on the additional funding available of \$950k from the Westport Wastewater/stormwater smoke testing project and Waimangaroa water project discontinuation.

Westport News reported on the allocation of \$300k to Reefton Campground Accommodation

RISK AND AUDIT COMMITTEE

13 SEPTEMBER 2023

AGENDA ITEM 13

Prepared by Steve Gibling
Chief Executive Officer

PUBLIC EXCLUDED

1. REPORT SUMMARY

Subject to the Local Government Official Information and Meetings Act 1987 (LGOIMA) s48(1) right of Local Authority to exclude public from proceedings of any meeting on the grounds that:

2. DRAFT RECOMMENDATION

That the public be excluded from the following parts of the proceedings of this meeting

Item No.	Minutes/ Report of:	General Subject	Reason For Passing Resolution under LGOIMA
PE 1	Douglas Marshall - Chief Financial Officer	Confirmation of Previous Public Excluded Minutes	(s 7(2)(i)) - enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations); or (s 7(2)(j)) - prevent the disclosure or use of official information for improper gain or improper advantage.
PE 2	Douglas Marshall - Chief Financial Officer	30 June 2022 Annual Report Follow up Issues Ernst & Young	(s 7(2)(h)) - enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities; or (s 7(2)(i)) - enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations); or (s 7(2)(j)) - prevent the disclosure or use of official information for improper gain or improper advantage.

PE 3	Douglas Marshall - Chief Financial Officer	BHL/BDC Governance Meeting – Draft Minutes 16 August 2023	<p>(s 7(2)(h)) - enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities; or</p> <p>s 7(2)(i) - enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations);</p>
PE 4	Steve Gibling - Chief Executive Officer	Projects in Partnership Monthly Report Public Excluded Minutes and Update of 14 August 2023.	<p>(s 7(2)(i)) - enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations); or</p> <p>(s 7(2)(j)) - prevent the disclosure or use of official information for improper gain or improper advantage.</p>
PE 5	Douglas Marshall - Chief Financial Officer	Verbal Update on 30 June 2022 Annual Report Follow Up Issues Ernst & Young	<p>(s 7(2)(h)) - enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities; or</p> <p>(s 7(2)(i)) - enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations); or</p> <p>(s 7(2)(j)) - prevent the disclosure or use of official information for improper gain or improper advantage.</p>
PE 6	Steve Gibling - Chief Executive Officer	Verbal Update on Project Management Office	(s 7(2)(f)) - Maintain the effective conduct of public affairs through the protection of such members, officers, employees, and persons from improper pressure or harassment.