Notice is hereby given of the

Ordinary meeting of Council
Te Huinga Tu

Wednesday, 2 September 2026 at 10:30 am

Environment Southland Council Chamber, 220 North Road, Invercargill
26/C/77

Council Members

Chairman Jeremy McPhail	Cr Paul Evans	Cr Alastair Gibson
Cr Roger Hodson	Cr Lyndal Ludlow	Cr Ewen Mathieson
Cr Phil Morrison	Cr Jon Pemberton	Cr Maurice Rodway
Cr David Rose	Cr Eric Roy	Cr Geoffrey Young

For now
& our future

Agenda

This meeting will be livestreamed through YouTube and will be available to view on our website. https://www.es.govt.nz/about-us/live-stream

S Hall

Chief Executive

RECOMMENDATIONS IN COUNCIL REPORTS ARE NOT TO BE CONSTRUED AS COUNCIL POLICY UNTIL ADOPTED BY COUNCIL

1 Welcome I Haere mai

2 Apologies I Ngā pa pouri

At the time of the agenda closing, an apology for absence from this meeting had been received from Cr R Hodson.

3 Declarations of interest

Please consider your interest in preparation for this meeting. At the time of the agenda closing no declarations of interest had been received for this meeting.

4 Public forum, petitions and deputations I He huinga tuku korero

The purpose of this item is to provide an opportunity for members of the public to convey concerns, make suggestions to, and have input with, the Council. The Council or Committee will provide up to 20 minutes at the commencement of each meeting for members of the public to address the meeting but will allocate only five minutes for each speaker or group.

At the time of the agenda closing, no public forum, petitions or deputation requests were received for the meeting.

5 Confirmation of minutes I Whakau korero

5.1 Ordinary Meeting of Council - 22 July 2026

Attached are the minutes from the Ordinary Meeting of Council, held 22 July 2026, for confirmation.

Minutes of the Ordinary meeting of Council - Te Huinga Tu

Held at Environment Southland, 220 North Road, Invercargill
On Wednesday, 22 July 2026 at 10:30 am

Present

Chair J McPhail Chair until 12.40 pm
Cr P Evans
Cr A Gibson
Cr R Hodson
Cr L Ludlow
Cr E Mathieson
Cr P Morrison
Cr J Pemberton
Cr M Rodway
Cr D Rose
Cr E Roy – via Zoom digital link – until 11.45 am.
Cr G Young – until 12.30 pm

In Attendance

Mr S Hall – Chief Executive
Ms H Fitchett – General Manager, Strategy & Regulation
Ms L Hicks – General Manager, Integrated Catchment Management
Ms A Kubrycht – General Manager, People & Governance
Mr P Ng – General Manager, Corporate Services
Mrs J Brown – Executive Officer *(Minutes)*

1 Welcome I Haere mai

The Chair welcomed everyone to the Council meeting for Wednesday 22 July 2026.

2 Apologies I Ngā pa pouri

There were no apologies for absence recorded as all members were present.

3 Declarations of interest

There were no declarations of interest recorded for this meeting.

4 Swearing in of Mana Whenua Appointees to Committees

The Chief Executive called forward the two Mana Whenua appointed representatives – Rev. E Cook (Integrated Catchment Management Committee) and Mr S Bull (Strategy & Policy Committee), who made and attested their declarations, which were then witnessed.

Mr Bull addressed the meeting, noting he was here to share the concept of kaitiakitanga with all, which was a responsibility all had to provide a legacy for the generations to come.

Chair McPhail thanked both members for allowing their names to go forward and be appointed as the Mana Whenua representatives to Council's Standing Committees, noting that their appointments enhanced the partnership Council has with iwi, and would bring a sharing of wisdom and knowledge to the table.

5 Public forum, petitions and deputations I He huinga tuku korero

5.1 Jordan Trail – 2025 Community Award Winner – speaking on behalf of Friends of Kew Bush

Mr Trail noted he was a Programme Manager for the Southern Institute of Technology (SIT) and also Deputy Chair of the Southland Conservation Board. Friends of Kew Bush had been the recipient of the Community Category Award at the 2025 Community Awards – he thanked Council for hosting the Awards and recognising the hard work on the ground for conservation and preservation of patches of forest that community groups manage.

Mr Trail outlined the work done by the Friends of Kew Bush, and the connection of that group with the Southern Institute of Technology, as well as outlining what how the Award had supported continued work of this group in Kew Bush – providing funding to re-gravel tracks and enhance access to the forest remnants for the benefit of the community. The group had also enjoyed excellent support from the biodiversity team at Environment Southland, through advice and ensuring sound decisions were made.

Mr Trail then responded to questions from the meeting, before reiterating his appreciation of the support provided.

6 Confirmation of minutes I Whakau korero

6.1 Ordinary Meeting of Council - 10 June 2026

Resolved:

Moved Cr Rose, seconded Cr Mathieson, that the minutes of the Ordinary meeting of Council, held on 10 June 2026, be confirmed as a true and correct record.

Carried

6.2 Ordinary Meeting of Council - 24 June 2026

Resolved:

Moved Cr Morrison, seconded Cr Gibson, that the minutes of the Ordinary meeting of Council, held on 24 June 2026, be confirmed as a true and correct record.

Carried

7 Adoption of committee resolutions

7.1 Adoption of committee resolutions - Regulatory Committee – 13 May 2026

Resolved:

> **Moved Cr Evans, seconded Cr Rodway, that the resolutions from the Regulatory Committee meeting held on 13 May 2026 be adopted.**

Carried

7.2 Adoption of committee resolutions - Southland Civil Defence Emergency Management Group - 29 May 2026

Cr Morrison, as Chair of the SCDEMG, noted this had been the first meeting for the new Manager of Emergency Management Southland (Phill Mackay), and the focus of the meeting had been on the legacy issues arising out of the severe wind event of October 2025. The generator invoices and explanatory letters relating to same had been issued this last week, following that meeting.

Resolved:

> **Moved Cr Morrison, seconded Cr McPhail, that the resolutions from the Southland Civil Defence Emergency Management Group meeting, held on 24 June 2026, be adopted.**

Carried

7.3 Adoption of committee resolutions - Risk & Assurance Committee - 11 June 2026

Cr Ludlow spoke to this record, highlighting in particular the enterprise people risk, and the work being done to fill some of the data gaps and processes. Good progress was being made currently.

Resolved:

> **Moved Cr Ludlow, seconded Cr Young, that the resolutions from the Risk & Assurance Committee meeting held on 11 June 2026, be adopted.**

Carried

7.4 Adoption of committee resolutions - Regional Transport Committee - 23 February 2026

Cr Morrison reminded the members that this was the meeting held jointly with the Otago Regional Transport Committee, in Dunedin, and continued the spared approach that had been developed. A well defined pathway for regional transport management had been achieved, and development of the Regional Transport Plan was well underway and progressing smoothly.

Resolved:

Moved Cr Morrison, seconded Cr Gibson, that Council adopt the resolutions from the Regional Transport Committee meeting held on 23 February 2026.

Carried

7.5 Adoption of committee resolutions - Strategy & Policy Committee - 8 July 2026

Cr Ludlow spoke to this item, highlighting in particular, the Fiordland Marine Pathway Management Plan work, progress with the Bluff Haul-out facility, and the Regional Forum discussions that had occurred. In relation to this latter matter, she thanked Councillors for their thoughtful discussions.

Resolved:

Moved Cr Ludlow, seconded Cr Mathieson, that Council adopt the resolutions from the Strategy & Policy Committee meeting held on 8 July 2026.

Carried

7.6 Adoption of committee resolutions - Integrated Catchment Management Committee - 9 July 2026

Cr Pemberton highlighted the discussion on bird flu, and the update that had been provided to the meeting, noting this has now subsequently made it to New Zealand. Further, as a result of questions posed by Cr Hodson, consideration was being given to how Council can better report on catchment matters, so that there is a clear understanding of the needs and priorities within each catchment.

Cr Rose referred to the discussion in relation to gravel extraction activities at Dipton, and felt that it was not clear from the record of the community's concerns about the potential for a breakout in that area. He asked that the minutes be updated accordingly.

Cr Gibson also noted the list of members present at the meeting needed to be corrected to include himself as his diary indicated he had attended the meeting[1].

Resolved:

Moved Cr Pemberton, seconded Cr Evans, that Council adopt the resolutions of the Integrated Catchment Management Committee meeting held on 9 July 2026.

Carried

8 Notification of extraordinary items/urgent business I He panui autaia hei totoia Pakihi

8.1 Supplementary Report – Item 1 – Chief Executive Update on Governance Matters

Tabled for inclusion in the agenda was a Supplementary Report from the Chief Executive. The meeting noted the matter was intended to be dealt with in public excluded business.

[1] A subsequent check of the meeting record showed that Cr Gibson had been an apology for this meeting and did not attend it – therefore the minutes were currently accurate as to attendance.

Resolved:

Moved Chair McPhail, seconded Cr Ludlow, that, pursuant to Section 46A(7) Local Government Official Information and Meetings Act 1987, the following item be dealt with as an item of Urgent Business:

Item 1 – Chief Executive Update on Governance Matters.

The reason that this item was not included on the agenda papers is because the need for the item was not clear until after the closing date for the preparation of agenda items.

The reason that this item cannot be delayed is because matters within the report require to be addressed in a timely manner.

Carried

9 Questions I Patai

There were no questions asked by the councillors.

10 Chairman and councillors reports I Ngā purongo-a-tumuaki me ngā kaunihera

10.1 Chair Report

The Chair spoke to his report, and thanked Cr Morrison for stepping in for him whilst he was on leave of absence.

In speaking to the report the Chair highlighted the local government summit that had been hosted by Environment Southland the previous week, which had been focused on providing clear information for the community, to help ensure informed decisions were being made. He noted the focus of the information presented was on ensuring the continuation of regional council functions in whatever structure is ultimately developed.

Resolved:

Moved Chair McPhail, seconded Cr Ludlow that the Chair Report be received.

Carried

10.2 Councillor Reports

There were no written reports provided by Councillors for the meeting, but the following verbal reports were received:

Cr Evans: reported on a meeting he had attended with concerned ratepayers in the Sinclair Road area of Te Anau, regarding the increasing numbers of pest animals, largely it was felt, as a result of absentee homeowners not managing them. There had also been good discussion around the Local Government Commission work also.

Cr Mathieson: reported on his involvement in the Local Government Working Group which had been formed and would be reporting back to the Invercargill City Council at its next meeting. Cr Mathieson noted there were a number of public meetings being held to discuss amalgamation, and he encouraged members to attend and provide information to assist the discussions.

11 Reports

11.1 Chief Executive's report

Chair McPhail noted this was the first meeting for Council's new Chief Executive – Stephen Hall – and he formally welcomed him to the organisation at this point.

This item provided Council with a governance overview of current matters within the organisation. It was noted the report had been prepared under former Acting Chief Executive Rob Phillips' term, and he spoke to the report, highlighting key matters, covering:

- Local government reform and the financial modelling work undertaken
- Resource management reforms
- Bird flu – noting Environment Southland would support MPI as the lead agency
- Biosecurity – collaborative work being undertaken in relation to regional pest management plans
- Flood resilience – the recent annual inspections of flood detention dams
- Science – estuary monitoring in particular, noting that the work undertaken informs and shapes future work programmes in all catchments of the region;
- The Super El Nino weather pattern
- Intensive Winter Grazing work – with staff explaining the follow-up work and how matters were referred to the land sustainability team;
- Consenting
- Lease land work – with staff confirming that the land sustainability team had been contacting leaseholders in relation to the work that was to occur in the Titiroa catchment.

In addition, in responding to questions that arose from the report, staff confirmed that they were still waiting to hear back from the Minister for the Environment in relation to the Southland Water and Land Plan provisions. The Chief Executive undertook to look further into this matter whilst he was in Wellington later in the week.

Cr Gibson asked if there was to be an increase in staffing in the Harbourmaster's area and was advised that this matter would be progressed through the Long-term Plan work programme.

Questions were also posed in relation to the dam inspections that were undertaken following the recent earthquake – staff are to report back on the outcome of same.

Councillors thanked Mr Phillips for the work he had done over the last 11 months in his role as Acting Chief Executive, and for the comprehensive report that had been provided to the meeting today, which Councillors felt was a sound resource for its territorial authority colleagues.

Resolved:

Moved Cr Ludlow, seconded Cr Rose, that Council receive the Chief Executive's report.

Carried

11.2 Activity Management Plan Strategic Direction Summary Report

The purpose of this item was to summarise the outcomes of direction-setting workshops held between May and July 2026, confirm the strategic direction provided by Councillors, and outline the next phase of Activity Management Plan development to support preparation of the 2027-37 Long-term Plan.

The meeting expressed comfort with the report that had been presented to the meeting, and it was noted that further work on developing the AMPs was to occur. Staff were asked to ensure that as that work occurs, to include a section on cross-activity dependencies and integration dependencies to ensure that site was not lost of the need for cohesion.

Resolved:

Moved Cr Evans, seconded Cr Mathieson, that Council:

1. **receive the report - Activity Management Planning Strategic Direction summary report**

2. **approves the draft Groups of Activities *(Appendix 1)***

3. **approves the draft LTP principles that informs our organisational approach to our work *(Appendix 2)***

4. **notes the strategic direction provided through the Direction Setting Workshops held on 19 May, 17 June, 25 June and 1 July 2026 will inform the continued development of Activity Management Plans (AMPs) and the preparation of the 2027–37 Long-term Plan.**

Carried

11.3 Councillor Policies - Updated

The purpose of this item was for Council to review, consider and approve changes to four Councillor Policies. It was noted the item on Policy relating to Protected Disclosure was to be withdrawn from consideration today, as it did not reflect the legal review that had been undertaken of it.

Questions were posed around the Gifts and Koha policy as to how koha was calculated and whether or not the Chair should be the approver or have oversight of those payments. The Chairman expressed comfort with the policy as worded, noting that from time to time he had been consulted about these matters, and was happy with the way it was being operated. He noted koha payments were reflective of the occasion and the number of people attending. It was noted this was a matter that would also be a matter that would be reported on to the Risk & Assurance Committee this year.

Resolved:

Moved Cr Hodson, seconded Cr Mathieson, that Council:

1. **receive the report - Councillor Policies - Updated.**

2. **approve the amendments to the Council Credit Card and Gifts & Koha, Judging ES Community Awards policies.**

Carried

11.4 Delegation for Attendance at Gore District Plan Mediation

The purpose of this item was to seek confirmation that the Manager of Strategy and Policy is authorised, under current delegations, to attend and participate in mediation on behalf of Council in relation to the Groundswell appeal to the Gore District Plan Review.

Resolved:

Moved Cr Rodway, seconded Cr Ludlow, that Council:

1. **receive the report - Delegation for Attendance at Gore District Plan Mediation;**

2. **confirm that the Manager of Strategy and Policy is authorised under existing delegations to attend and participate in mediation for the Groundswell appeal to the Gore District Plan Review on behalf of Council.**

3. **authorise the Manager of Strategy and Policy to represent Council in mediation supported by Principal Natural Hazard Planner, including engaging in discussions and agreeing to any resolution, provided it remains consistent with Council's approved submission and evidence.**

Carried

11.5 Delegation for Attendance at Waituna Lagoon Opening Consent Mediation

The purpose of this item was to seek confirmation that the General Manager of Integrated Catchment Management be authorised to attend and participate in mediation on behalf of Council in relation to the Federated Farmers appeal to the Waituna Lagoon Opening Consent.

Resolved:

Moved Cr Rodway, seconded Cr Ludlow, that Council:

1. **receive the report - Delegation for Attendance at Waituna Lagoon Opening Consent Mediation.**

2. **confirm that the General Manager of Integrated Catchment Management is authorised to attend and participate in mediation for the Federated Farmers appeal against the granting of Consent for the Opening of Waituna Lagoon on behalf of Council.**

3. **authorise the General Manager of Integrated Catchment Management to represent Council in mediation supported by relevant staff, including engaging in discussions and agreeing to any resolution, provided it remains consistent with Council's position and supporting technical advice.**

Carried

11.6 Climate Change and Community Resilience Portfolio update

The purpose of this item was to provide an update on the progress being made by the Regional Climate Change Working Group, as part of the Climate Change and Community Resilience Portfolio.

Cr Morrison noted the Climate Change Working Group was working across all four Councils and Te Ao Mārama Inc to deliver information to each council that would inform their LTP preparation, endeavouring to ensure the information is meaningful – hence the letter to the Mayors and Chair. This was to ensure surprises were not "sprung" on councils late in their LTP preparation cycles. He believed the approach being taken was sensible and realistic, but was inviting feedback should councils wish to provide it. Each council would need to consider the information provided and what it meant for their assets/services/communities.

Resolved:

Moved Cr McPhail, seconded Cr Mathieson, that Council receive the report – Climate Change and Community Resilience Portfolio update.

Carried

At this point in the meeting, the Chair advised it was proposed to deal with the public excluded business of the meeting, given some Councillors were unable to stay for the entire meeting today.

13 Public excluded business I He hui pakihi e hara mo te iwi

Resolved:

Moved Cr Rose, seconded Cr Young, that in accordance with section 48(1) of the Local Government Official Information and Meetings Act 1987 and the particular interest/s protected by section 7 of that act, that the public be excluded from the following parts of the proceedings of this meeting, namely:

- **Adoption of Committee Resolutions – Southland Civil Defence Emergency Management Group – 29 May 2026;**
- **Adoption of Committee Resolutions – Risk & Assurance Committee – 11 June 2026;**
- **Adoption of Committee Resolutions – Integrated Catchment Management Committee – 9 July 2026;**
- **Supplementary Report Item 1 – Chief Executive's Update on Governance Matters; and**
- **Supplementary Report Item 2 – ES approach to Simplifying Local Government**

The general subject matters to be considered while the public is being excluded, the reason for this resolution in relation to the matter, and the specific grounds for excluding the public, as specified by Section 48(1) of the Local Government Official Information and Meetings Act 1987 are set out below:

General Subject Matter	Reason for Passing the Resolution	Grounds under s.48(1)
Adoption of Committee Resolutions – Southland Civil Defence Emergency Management Group – 29 May 2026	To protect the privacy of natural persons.	S.7(2)(a)

General Subject Matter	Reason for Passing the Resolution	Grounds under s.48(1)
Adoption of Committee Resolutions – Risk & Assurance Committee – 11 June 2026	To prevent disclosure or use of official information for improper gain or advantage. To enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities.	S.7(2)(j) S7(2)(h)
Adoption of Committee Resolutions – Integrated Catchment Management – 9 July 2026.	To enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities.	S.7(2)(h)
Supplementary Report – Item 1 – Chief Executive's Update on Governance Matters.	To protect the privacy of natural persons.	S.7(2)(a)
Supplementary Report – Item 2 – Environment Southland approach to Simplifying Local Government	To maintain the effective conduct of public affairs by protecting members or employees of the Council in the course of their duty, from improper pressure or harassment.	S.7(2)(f)(ii)

Carried

Resume in Open Meeting

Upon resumption in open meeting, Council adjourned for a lunch break between 12.40 pm and 1.00 pm. Upon resumption, Chair McPhail, Cr Roy and Cr Young were not present. Cr Morrison assumed the Chair for the balance of the meeting, which considered the remaining agenda items.

11.7 Approval for Submission on New Zealand Conservation Policy Statement

The purpose of this item was to advise Council on the key aspects of the draft submission on New Zealand Conservation policy Statement and receive formal approval for lodgement. Cr Ludlow was pleased to see the sharpened language, however she suggested that the introductory paragraph (nine) include reference to the RAMSAR site which falls within the takiwā. This change was supported by the meeting, and staff were thanked for the quality of the submission.

Resolved:

Moved Cr Ludlow, seconded Cr Mathieson that Council:

1. **receive the report - Approval for Submission on New Zealand Conservation Policy Statement.**

2. **approve the lodgement of the attached submission on the New Zealand Conservation Policy Statement on the basis that the submission will be finalised after incorporating the feedback from this meeting and making any necessary editorial refinements prior to submission.**

Carried

11.8 Retrospective Approval for Submissions

The purpose of this item was to seek retrospective approval of Council submissions lodged recently with several agencies, including the Department of Conservation, the Ministry of Primary Industries and Invercargill City Council.

Resolved:

Moved Cr Ludlow, seconded Cr Rodway, that Council:

1. **receive the report - Retrospective Approval for Submissions.**
2. **confirm retrospective approval for Council's submission on Notice of Requirement for Designation by Space Operations New Zealand ltd.**
3. **confirm retrospective approval for Council's submission on Aotearoa New Zealand Wallaby Strategy review.**
4. **confirm retrospective approval for Council's submission on Conservation Amendment Bill.**

Carried

11.9 Public Notices for Meetings - Amendment to Requirement to Notify in Print

The purpose of this item was to advise Council that the definition of "public notice" in the Local Government Official Information and Meetings Act 1987 has been repealed and to ask Council t determine its preferred option going forward in relation to advertising its meetings in print.

The meeting noted many constituents do not have access to online facilities, and that it was important to continue publicising its meetings in the print media, but it was agreed that any changes could be notified through digital means, providing that there is notice that this could occur provided with the printed material.

Resolved:

Moved Cr Rodway, seconded Cr Pemberton, that Council:

1. **receive the report – Public Notices for Meetings – Amendment to Requirement to Notify in Print;**
2. **adopt the option that will have Council continue to advertise all scheduled public meetings in print, but notify cancellations/changes/new meetings on Council's website only;**
3. **amend Council's Standing Orders 2025 to reflect the change adopted above (if any).**

Carried

11.10 LGNZ Annual Meeting - Remits

The purpose of this item was for Council to agree its position regarding the Local Government New Zealand Remits and direct its delegates to the LGNZ Annual General Meeting on 31 July 2026 to vote in accordance with that position.

Cr Ludlow advised she would now not be able to participate in this meeting.

Resolved:

Moved Cr Rodway, seconded Cr Hodson, that Council:

1. **receive the report - LGNZ Annual Meeting - Remits.**
2. **agree its position regarding each LGNZ remit is in accordance with staff recommendations.**
3. **direct the presiding delegate and any alternate delegates (if the presiding delegate is absent) to vote in accordance with Council's agreed position.**

Carried

11.11 Local Government New Zealand Annual Conference

The purpose of this item was to seek approval of the appointment of delegates to attend the Local Government New Zealand Annual Conference. It was noted that Chair McPhail was available and interested in attending.

Concern was expressed at the location of the conference, given the difficulty and expense in getting to Rotorua making it more challenging to attend. As a result it was agreed that only the Chair and Deputy Chair would attend the conference (with the Chief Executive in support).

Resolved:

Moved Cr Rose, seconded Cr Rodway, that Council:

1. **receive the report - Local Government New Zealand Annual Conference;**
2. **appoint Chair McPhail and Cr Morrison as its delegates to attend the LGNZ Annual Conference;**
3. **approve payment of conference registration, travel, accommodation and associated expenses for those Councillor delegates.**

Carried

11.12 Councillors' Meeting Schedule - July 2026

The purpose of this item was for Council to consider and approve the meeting schedule as appended to the agenda, and approve any leave of absence requests made. In addition to the meetings listed on the schedule, staff advised that the Integrated Catchment Management Committee would be meeting with the Catchment Liaison Committee Chairs on 6 August 2026, and was to be added to the schedule.

Resolved:

Moved Cr Pemberton, seconded Cr Hodson, that Council:

1. **receive the report - Councillors' Meeting Schedule - July 2026.**
2. **appoint members to represent Council at the meetings as marked on the schedule;**

3. **approve the leave of absence requests as listed in this report, or as made verbally at the meeting;**

4. **pay meeting fees and/or allowances in accordance with its policy, and as detailed on the schedule.**

Carried

11.13 Common Seal

The purpose of this item was for Council to note the documents to which the Common Seal had been affixed under delegated authority, as required by Council's Governance Policies. The meeting was advised of the incorrect spelling in the report, of the Warrant issued to George Gericke, noting that the Warrant itself was correct, just the report that was not.

Resolved:

Moved Cr Ludlow, seconded Cr Rose, that Council note the documents to which the Common Seal has been affixed under approved delegation.

Carried

12 Extraordinary/urgent business I Panui autia hei totoia pakihi

There was no public, extraordinary or urgent business considered by the meeting, however, Ms Hicks was present to respond to questions that had been raised in the Chief Executive's report, in relation to the dam inspections that had been undertaken following the recent earthquake. Ms Hicks noted the Operations Delivery team were currently assessing the dams and stopbanks this week.

14 Termination

There being no further business, the chairman closed the meeting at 1.27 pm.

5 Confirmation of minutes I Whakau korero

5.2 Extraordinary Meeting of Council - 28 July 2026

Attached are the minutes from the Extraordinary Meeting of Council, held 28 July 2026, for confirmation.

Minutes of the Extraordinary meeting of Council - Te Huinga Tu

Held at Environment Southland, 220 North Road, Invercargill
On Tuesday, 28 July 2026 at 3:30 pm

Present:

Chairman Jeremy McPhail
Cr Paul Evans
Cr Alastair Gibson
Cr Roger Hodson
Cr Lyndal Ludlow
Cr Ewen Mathieson
Cr Phil Morrison
Cr Jon Pemberton
Cr Maurice Rodway
Cr David Rose
Cr Eric Roy until 4.18 pm.
Cr Geoffrey Young

Also Present:

Mayor Tom Campbell – Invercargill City Council
Deputy Mayor Grant Dermody – Invercargill City Council
Chief Executive Michael Day – Invercargill City Council

In Attendance:

Mr Stephen Hall (Chief Executive)
Mrs Jan Brown (Executive Officer)

1 Welcome I Haere mai

The Chair welcomed everyone to the Extraordinary meeting of Council called for today and opened the meeting with a karakia. In addition he extended a welcome to Invercargill Mayor Tom Campbell, Deputy Grant Dermody, and Chief Executive Michael Day who were attending in person today. Additionally, Rev Evelyn Cook Chair of Te Ao Mārama Inc was also welcomed – attending on line.

2 Apologies I Ngā pa pouri

An official recording of an apology for lateness was not dealt with via the meeting, although following the meeting it was noted she had lodged a likely apology for lateness.

3 Declarations of interest

There were no declarations of interest made by councillors.

4 Public forum, petitions and deputations I He huinga tuku korero

There were no public forum, petitions or deputations presented at the meeting.

5 Notification of extraordinary items/urgent business I He panui autaia hei totoia pakihi

There were no extraordinary items or urgent business tabled for inclusion in the agenda.

6 Questions I Patai

No questions were asked.

7 Reports

7.1 Appointment to Southland Community Broadcasters Trust

This report sought Council approval to revoke its previous appointment to the Southland Community Broadcasters Charitable Trust, made on 18 March 2026 and to appoint a staff member as the Council representative, and proposed a way forward for making a new appointment.

Resolved:

Moved Cr Rodway, seconded Cr Young, that Council:

1. **receive the report – Appointment to Southland Community Broadcasters Trust;**

2. **revoke the appointment of Sam Rossiter-Stead (General Manager, Community & Engagement) as Council's representative on the Southland Community Broadcasters' Charitable Trust (made 18 March 2026);**

3. **direct staff to identify an appropriate replacement delegate and authorise the Chief Executive to appoint that person as Council's delegate to the Southland Broadcaster's Charitable Trust, noting that this appointment will be in place until the end of the triennium;**

4. **direct the Chief Executive to advise Council who has been appointed**.

Carried

7.2 Environment Southland approach to Local Government Reform

The purpose of this item was for Council to confirm its approach for engaging in local government reform discussions in Southland, including the Government's Head Start pathway, the Local Government Commission's Southland reorganisation investigation and any subsequent evolution of those processes.

In order to allow full debate of these matters, and in order for Council to allow the Mayor, Deputy Mayor and Chief Executive of the Invercargill City Council, and Rev Cook to participate in the discussions that were held, it was proposed to set aside Standing Orders during discussion of this item.

Resolved:

Moved Chair McPhail, seconded Cr Rose, that Council set aside Standing Orders, specifically Standing Order 14.6 relating to members right to speak, and Standing Orders 21 – General Rules of debate, to allow invited guests from ICC and Ngāi Tahu ki Murihiku to participate in the discussion.

Carried

The Chair set out the context to this item, noting that in recent months Council had focused on making a constructive contribution to the reform discussions occurring in Southland, particularly by helping to build understanding of the regional and catchment-based work this Council does. This had lead to the hosting of the Southland Local Government Summit earlier in the month, which had brought together elected members and senior leaders from across the region.

The Chair also reflected on discussions held at last week's Invercargill City Council meeting where there had been a strong focus on integrated catchment management, and managing catchments from the mountains to the sea.

It was noted the work done to support these discussions had included evidence, analysis and financial modelling. None of this work recommended a preferred structure, and nor should it be read as proising immediate savings, the Chair noted. It was clear, he felt, that keeping regional functions together was likely to be more efficient than splitting them across multiple organisations.

The Chair reminded members that regional councils cannot submit a Head Start proposal themselves, but can contribute their expertise, evidence and perspective to help inform any proposal that is developed. He noted the intention that this Council would focus on making sure Southland's communities and environment continue to be well served.

At this point in the meeting the Chair invited Mayor Campbell to speak. Mayor Campbell noted his Council had resolved to develop a Head Start proposal to Government based on a single unitary authority for Southland, which they were calling One Southland. Under that proposal it would combine all territorial authorities and the regional council into one, single Council. It had chosen that option unanimously for the following reasons:

[Cr Ludlow attended the meeting at this time.]

- it provided regional cohesion not just geographic cohesion
- it would provide a single voice for Southland when negotiating with central government
- all growth and investment in the region would be planned and managed cohesively
- it supported the mountains to the sea catchment approach
- a whole of region approach to river management and flood protection would be taken, to increase community resilience
- it was the most financially efficient approach – doing something once was much more efficient and effective than doing it four times or two times.

Mayor Campbell noted that some in the rural community may feel under such an option they would lose their voice as they would be dominated by the city. For this reason the ICC had established a joint working party in June, involving all existing councils, to focus on that issue. That working group had made recommendations to the ICC, which had been approved and would be explicitly included in its Head Start proposal. Those recommendations included:

1. adopting a Ward system;
2. there be equal number of rural and urban seats on council;
3. Wards to be aligned with catchments of four rivers;
4. 12-16 elected Council members, based on further work;
5. whether Stewart Island/Rakiura and Buff should be separate, and whether they be a Ward;
6. local communities represented by local boards. These are defined in statute and have more authority than community boards, having their own annual plans and budgets.
7. the guiding principles of local boards will be decisions that will be made at community level if possible, and only at regional level if essential.
8. future relationship with mana whenua discussed between series of meetings with runaka and TRONT and defined in Head Start proposal. It is expected that this will be based on the Charter of Understanding, which has existed very successfully for many years.

Mayor Campbell noted the Head Start proposal has been written with input from stakeholders, including Environment Southland, and will be finalised before 6 August 2026, and finally ratified before lodged with Government. A key to gaining approval will be the degree of support which it has from the community and from other TAs, Environment Southland, mana whenua and other stakeholders.

The meeting was advised that despite the original rules which were outlined by the Department of Internal Affairs that required at least two TAs agreeing on a proposal, Ministers have subsequently said non confirming proposals will be considered where there is explicit support from other stakeholders. Mayor Campbell felt that Environment Southland's support was a pre-requisite for its proposal.

Irrespective, however, the Mayor confirmed ICC will continue to support work of LGC until its conclusion, but believes the One Southland model is best for region, it should have the courage of its convictions and put a stake in ground by entering that model into the Head Start process. In doing so, this would provide two clear years for Councils to work together collaboratively to design the model in detail before elections in 2028. This would also ensure they were the masters of their own destiny, and would have sufficient lead time to implement it well. The Backstop process would not provide that certainty.

Mayor Campbell noted with appreciation, the guidance and support it had received from Environment Southland in developing its model and the Head Start document. He invited Councillors to take the extra step and become partners by explicitly supporting this application to Government.

Cr Dermody then outlined the Local Democracy Working Group's make up and focus in recent months – focusing on making decisions where necessary and where they could be made at the local level. He noted the local boards that were being proposed would be legislated in place and could not be removed as easily as community boards are able to be. This would provide the communities with the decisionmaking they are seeking.

The discussion that then ensued covered/made the following points:

- that irrespective of what Head Start proposal is made, this Council had its own list of non-negotiables to ensure its functions were embedded in a new structure in the future.
- thanked the ICC for drafting the proposal and investing in the Working Party process to explore this further.
- If the proposal is ready in time, it will be made available to Gore District Council to consider at its meeting next week.
- That ES would be an equal partner in the process going forward, in terms of design. The current outline is high level, and it will require significant work to develop the next stage – for much of which expertise lies with Environment Southland.

- The limited information available from central government on what a Backstop proposal may involve.
- Whether or not the new proposals would commence from 2028 (given there are no elections proposed to be held) or whether Commissioners would be an interim step.
- Recent public meetings in Gore had tended to favour two Unitary authorities because of the fear amongst the rural population that they will become the "poor cousins" under one unitary. The need to have information readily available to share and alleviate those fears would be useful. Mayor Campbell noted he was sharing information via talks on Hokonui Radio, etc, but it was not appropriate for him to be speaking in another Council's district.
- The Invercargill City Council had seen the staff report for today's meeting and did not have any concerns with the proposed recommendations.
- There have been discussions with TRONT about a "centre of excellence" which might be one way to deliver on some of the principles, particularly in areas where there are skill shortages.
- The potential need to have support from a second TA – noting to date the response from Ministers has been to encourage proposals to be submitted irrespective.
- Potential rating models going forward would only be discussed and designed if the initial proposal was accepted – and was likely to need to be one of the first pieces of work for a new Council to decide on. How debt was dealt with, local/targeted rates/one rate across the region – all of those matters would be for a new Council
- Dealing with the rating matters will be challenging with the nuances within all councils and trying not to take away their individuality. In relation to other revenue streams, there will be a need to look at what is currently available amongst all councils, and also push back to central government and require them to open up funding streams.
- It was not expected that Southland District Council would support the One Southland proposal, based on their public information, although they have not responded to written communication about involvement in the process to date.
- Southland should not be divided; it needs the strongest possible voice; the rural and urban communities are co-dependent on each other.
- There is a need to ensure protection and environmental management occurs in any unitary council.

[Cr Roy left the meeting at this time – 4.18 pm]

- Leadership means not always making the easy decisions, but making the hard decisions about what is best for a community, knowing there is still much more work to be done.
- If this bid fails, there was no surety about how Environment Southland's functions would be delivered – there are options such as CCOs for transactional matters that could be utilised.
- The ICC is least affected by taking a two Unitary approach, but its focus was both on the provision of its drinking water and the health of the river if that was to be determined by another Council/authority.
- Provision of services by one entity across the region would provide the best outcome. Problems may not arise in a two unitary system for some time, but ultimately there would be problems and significant challenges – there was a need to take an intergenerational view of these matters.
- The One Southland approach was not about one Council taking over another – all Councils would become amalgamated and affected by the proposal.
- ICC had debated at length whether to move to a Head Start proposal or stay with the LGC approach. The LGC process will decide on an option that goes to consultation, and may be stood up or down.

[Cr Evans left the meeting at this time – 4.30 pm]

Rev. Cook then spoke to the meeting, reminding members of the information shared by Sam Broughton on behalf of Te Runanga o Ngāi Tahu the previous week re taking a takiwā approach. She encouraged more thought being given to this, given it addressed the catchment issues that were of concern to many. She encouraged ongoing dialogue over these matters, noting that it was only the beginning of any process. A formal announcement was expected from Justin Tipa on this matter in the following week.

Rev Cook reiterated the importance of the coastal marine environment and the work of the harbourmasters, when considering any unitary authority approach, as well as, in particular, the Ōreti River, which require a whole of catchment approach. She urged consideration of the east/west boundary, proposed by Ngāi Tahu, noting in particular, the Pomohaka River, which many gravitated around Gore as the service centre, but its source was in the Otago region, but part of the Ngāi Tahu takiwā.

Chair McPhail commented on the issue of the urban/rural divide, which he did not believe existed, noting that the layers of people that support the primary producers in the province often lived in the towns, and their children attend the schools, play sports in the stadium, etc. Many thousands of people support the rural industries, and it was important to be able to attract those people to this province. He also noted that externally, Southlanders were seen as working together and promoting the best for the region – it is a connected community that is proud to be from Southland.

The meeting then turned to consideration of the recommendations before it, and addressed them as follows:

Resolved:

> **Moved Cr Morrison, seconded Cr Young, that Council receive the report – *Environment Southland approach to Local Government Reform.***

Carried

Resolved:

> **Moved Cr Mathieson, seconded Cr Rodway, that Council note that it has previously endorsed a set of regional function principles to guide Environment Southland's input into local government reform discussions in Southland.**

Carried

With regard to the third recommendation, Cr Ludlow suggested that the Ngāi Tahu Settlement Act should be included in the list.

Resolved:

> **Moved Cr Rodway, seconded Cr Morrison, that Council confirm the following principles as Environment Southland's public framework for assessing any future local government reform option for Southland:**
>
> **(i) *Function first* – structure should follow what each function needs in order to be delivered well.**
>
> **(ii) *Catchment integrity* – natural systems should not be fragmented by governance boundaries.**
>
> **(iii) *Better outcomes, not just efficiencies* – reform should improve delivery, resilience and environmental stewardship.**

(iv) *Regional cohesion* – future arrangements should support a strong regional voice and urban and rural Southland succeeding together.

(v) *Strong local voice* – communities need meaningful influence over local maters, with appropriate community representation.

(vi) *Efficiency and accountability* – reform should reduce duplication and make better use of systems, people and capability.

(vii) *Enduring partnership* – future arrangements should protect and strengthen relationships with Ngāi Tahu ki Murihiku; give effect to the intent and obligations arising from Te Tiriti o Waitangi, the Ngāi Tahu Deed of Settlement `997 and the Ngāi Tahu Claims Settlement Act 1998; and uphold existing Charter arrangements.

(viii) *Capability and continuity* – specialist expertise, leadership, institutional knowledge and regional stewardship/kaitiakitanga understanding should be preserved and strengthened.

(ix) *Clear accountability* – future arrangements should be explicit about who decides, who pays and how regulatory independence is protected.

Carried

Resolved:

Moved Cr Ludlow, seconded Cr Rose, that Council note that the principles are intended to guide Environment Southland's engagement in both the Government's Head Start pathway and the Local Government Commission's Southland reorganisation investigation including Council's written feedback to the Commission by 28 August 2026.

Carried

Resolved:

Moved Cr Mathieson, seconded Cr Young, that Council agree in principle that, based on the information currently available, a single Southland-wide unitary authority appears more consistent with Environment Southland's regional function principles than a two-unitary model, particularly in relation to catchment integrity, integrated planning, capability and continuity, regional cohesion and clear accountability.

Carried

In considering the next recommendation, Cr Morrison was concerned that by supporting the proposal, it could trigger more of a divide in Southland, and a strong sense of resentment amongst many stakeholders, thus making it more challenging to implement an amalgamation solution going forward. He felt this situation was being driven by a lack of democratic legislation (i.e. the Government's Head Start pathway) and lack of information as to what a Back Stop proposal would entail. This risk needed to be managed, he felt.

Cr Young noted, based on the presentation of the Parliamentary Commissioner for the Environment, re the possibility of central government providing the specialised services referred to in sub-paragraph (d), that Council might wish to strengthen this area. However, it was noted that any Head Start proposal would need to explain how those services would be delivered, i.e. not necessarily through a Unitary, but could be via a takiwā-wide approach or some other arrangement.

Chair McPhail felt it was important that Council expressed a view; Cr Ludlow indicated she had similar concerns to that of Cr Morrison, but noted that another TA could include Council's principles in its proposal – the Council's principles could be used by any Head Start proposal.

Resolved:

Moved Cr McPhail, seconded Cr Rose, that Council agree to provide written support to Invercargill City Council for the development and submission of a One Southland-wide unitary authority Head Start proposal, subject to the proposal clearly demonstrating how it will:

a. protect integrated catchment management and regional environmental stewardship;

b. maintain and strengthen local voice through meaningful local board or equivalent arrangements;

c. uphold Treaty obligations, existing Charter arrangements, and enduring partnership with Ngāi Tahu ki Murihiku;

d. preserve and strengthen specialist regional capability, science, data, monitoring, regulatory and emergency resilience functions;

e. provide clear accountability for decision-making, funding, regulatory independence and service delivery; and

f. identify matters that require further detailed design if the outline proposal is accepted by Government.

Carried

Resolved:

Moved Cr Morrison, seconded Cr Rose, that Council note that this support is for the Head Start outline proposal and does not predetermine Council's position on all detailed design matters, including representation arrangements, ward boundaries, local board powers, Māori representation, rating harmonisation, asset and debt treatment, or transition arrangements or the final form of any Local Government Commission reorganisation proposal.

Carried

Resolved:

Moved Cr Young, seconded Cr Mathieson, that Council authorise the Chair and Chief Executive to finalise and send a letter to Invercargill City Council confirming Council's position, consistent with these resolutions.

Carried

Resolved:

Moved Cr Hodson, seconded Cr Pemberton, that Council request that any final Head Start proposal for Southland explicitly include Environment Southland's regional function principles and describe how the proposal gives effect to them.

Carried

Resolved:

Moved Chair McPhail, seconded Cr Hodson, that Council request that staff prepare Environment Southland's draft written feedback to the Local Government Commission on the two Phase 2 options, using the principles confirmed in this report as the assessment framework.

Carried

The meeting was advised that Environment Southland staff would be working closely with ICC over the Head Start proposal, ensuring its principles are captured within it, over the next few days. Cr Morrison asked that the risk of dividing Southland was explicitly addressed in the proposal, as he felt that it was important this was acknowledged and considered by Government, and that measures are thought about to mitigate this risk. Mr Day confirmed it would be, but reminded members that the local boards approach was more likely to be weighted towards the rural community, which should provide some comfort.

8 Extraordinary/urgent business I Panui autia hei totoia pakihi

There were no extraordinary items or urgent business considered by the meeting.

9 Termination

There being no further business, the chairman closed the meeting with a karakia – 5.08 pm.

6 Adoption of Committee Resolutions

6.1 Regulatory Committee - 5 August 2026

Appended are the minutes from the Regulatory Committee meeting held on 5 August 2026, for the adoption of the resolutions therefrom.

Minutes of the Regulatory Committee - Whakaretea

Held at Environment Southland, 220 North Road, Invercargill
Wednesday, 5 August 2026 at 10:00 am

Present:

Cr Paul Evans (Chair)
Cr Lyndal Ludlow
Cr Jon Pemberton
Cr Maurice Rodway
Cr Roger Hodson
Cr Geoffery Young
Cr Alistair Gibson
Chair Jeremy McPhail (*ex officio*)

Also Present:

Cr Ewen Mathieson

In Attendance:

Mr Bruce Halligan (Strategic Regulatory Advisor)
Ms Hayley Fitchett (General Manager, Strategy & Regulation)
Ms Lacey Bragg
Ms Donna Ferguson
Ms Kathryn McLachlan
Ms Lucy Hicks
Ms Jolie Hazley
Mrs Rebekah Pankhurst (Meeting Secretary)

1 Welcome I Haere mai

Cr Evans declared the meeting open and welcomed members to the August meeting of the Regulatory Committee.

2 Apologies I Ngā pa pouri

There were no apologies received for this meeting as all members were present.

3 Declarations of interest

At the time of the agenda closing no further declarations of interest had been received for this meeting.

4 Public forum, petitions and deputations I He huinga tuku korero

At the time of the agenda closing, no public forum, petitions or deputations were received for the meeting.

5 Confirmation of minutes I Whakau korero

Resolved:

> **Moved Cr Young, seconded Cr Gibson that the minutes of the Regulatory Committee meeting held on 13 May 2026 be confirmed as a true and accurate record.**

Carried

6 Notification of extraordinary items/urgent business I He panui autaia hei totoia Pakihi

There were no items tabled for inclusion in the agenda as items of extraordinary or urgent business.

7 Questions I Patai

There were no questions asked by the meeting.

8 Chairman and councillors reports I Ngā purongo-a-tumuaki me ngā kaunihera

Neither the Chair nor any Councillors provided reports for the meeting.

9 Reports

9.1 Biosecurity Report Q4

The purpose of this item was to is to inform the Regulatory Committee of the regulatory activities carried out under the Biosecurity Act 1993 during 01 April - 30 June 2026.

A discussion flowed from the report in relation to the adequacy of Environment Southland resourcing for the Fiordland area. Ms Fitchett and Ms Hicks advised the Committee that this would be closely scrutinised as part of the Long-term Plan process, with opportunities for Councillor input.

Resolved:

> **Moved Cr Ludlow, seconded Cr Hodson that Council receive the report – Biosecurity Report Q4.**

Carried

9.2 Consents Division Report Q4

The purpose of this item was to inform the Regulatory Committee of the activities within the consents division during the past (fourth quarter 2025/26 year) reporting period.

Cr Rodway had a specific query in relation to the notification decision for the recent Datagrid consent, asking whether public notification was considered, noting public concerns expressed. Ms Bragg explained that this was considered, however it was determined that the application did not meet the legal tests for notification.

Resolved:

> **Moved Chair McPhail, seconded Cr Gibson that Council receive the report - Consents Division Report Q4.**

Carried

9.3 Resource Management Division Report Q4

The purpose of this item was to inform Regulatory Committee of the activities within the compliance division.

Cr Gibson noted the extent of work being undertaken by the Resource Management team and commended them on this, which was endorsed by other Councillors.

Mr Halligan and Ms Fitchett advised the Committee that the review of the Compliance and Enforcement Policy framework was on hold briefly, pending further clarification through the reform process, of Council's role.

Resolved:

> **Moved Cr Rodway, seconded Cr Gibson that Council receive the report – Resource Management Division Report Q4.**

Carried

9.4 Emerging Regulatory Issues Report

The purpose of this item was to highlight emerging issues in the regulatory context for the Committee's information.

Councillors noted the extent of large-scale development across the country now being processed via the fast-track approvals process. Mr Halligan noted that Environment Southland's delegations under the Fast-track Approvals Act provide opportunities for elected representatives to have input to key elements such as substantive comments. This was not the case in all councils but provided an important opportunity for the elected representatives to have inputs to these applications, which often involve major projects. He also undertook to circulate the presentation from the recent Fast-track muffin talk for those councilors who were unable to attend.

Resolved:

> **Moved Chair McPhail, seconded Cr Ludlow that Council receive the report - Emerging Regulatory Issues Report.**

Carried

9.5 New - Appointment of Commissioner

The purpose of this item was to seek and appoint independent decision makers to hear/decide upcoming consent applications.

Resolved:

Moved Cr Ludlow, seconded Cr Pemberton that Council:

1. **receive the report - New - Appointment of Commissioner;**

2. **appoint Sharon McGarry independent commissioner as decision maker to hear and/or determine the resource consent application by Sean Ellis & Maria Kuster – APP-20211024 under s34A of the Resource Management Act 1991;**

3. **appoint Sharon McGarry independent commissioner as decision maker to hear and/or determine the resource consent application by Mitre Peak Cruises – APP-20262029 under s34A of the Resource Management Act 1991;**

4. **appoint Hugh Leersnyder independent commissioner as decision maker to hear and/or determine the resource consent application by Datagrid NZ Limited Partnership – APP-20262269 under s34A of the Resource Management Act 1991;**

5. **delegate the appointees pursuant to s34A (1) of the Resource Management Act 1991, all the functions, powers and duties required to deal with any preliminary matters; and hear and decide the application.**

Carried

Update on Councillor Requests and Actions

The purpose of this item was to capture Councillor requests and actions that have occurred during Regulatory Committee meetings and provides an update on how these are being responded to and/or their status.

Resolved:

Moved Cr Ludlow, seconded Cr Gibson that Council receive the report - Councillor Requests and Actions from May 2026 meeting.

Carried

10 Extraordinary/urgent business I Panui autia hei totoia Pakihi

There were no items of extraordinary or urgent business dealt with by the meeting.

11 Public excluded business I He hui pakihi e hara mo te iwi

There was no public excluded business to be considered at today's meeting.

12 Termination

There being no further business, the chairman closed the meeting at 11:45 am.

6 Adoption of Committee Resolutions

6.2 Finance & Performance Committee - 19 August 2020

Appended are the minutes from the Finance & Performance Committee meeting held on 19 August 2026, for the adoption of the resolutions therefrom.

Minutes of the Finance and Performance Committee - Komiti pūtea, ngā mahinga hoki

Held at Environment Southland, 220 North Road, Invercargill
Wednesday 19 August 2026 at 10:00 am

Present:

Cr Maurice Rodway (Chair)
Cr Paul Evans
Cr Alastair
Gibson Cr Ewen
Mathieson Cr
Phil Morrison
Cr David Rose
Chair Jeremy McPhail (*ex officio*)

In Attendance:

Mr Stephen Hall (Chief Executive)
Mr Patrick Ng (General Manager, Corporate Services)
Mrs Rebekah Pankhurst (Meeting Secretary)
Ms Lisa Moffat (Customer Services Manager)
Ms Jody Lloyd (Finance, Property & Fleet Manager)
Mr Marcus Roy (Strategy & Policy Manager)
Mr Upul Karunarathne (Team Leader Strategy & Organisational Planning)
Mr Simon Stokes (Land Sustainability Manager)
Ms Liz Devery (Regional Planning Manager)
Ms Lacey Bragg (Consents Manager)
Mr Dominic Riikiti (Special Projects Lead)

1 Welcome I Haere mai

The Chair declared the meeting open and welcomed members to the August meeting of the Finance & Performance Committee.

2 Apologies I Ngā pa pouri

There were no apologies were received for the meeting.

3 Declarations of interest

There were no further declarations of interest made by councillors.

4 Public forum, petitions and deputations I He huinga tuku korero

Tanea Hawkins addressed committee regarding the response to two presentations she submitted in May.

Requests to Council
Ms Hawkins asked Council to:

- clarify the proposed level of service for Winton and Lumsden.
- explain why part of the estimated $4 million in unspent funds could not be retained to support the originally intended service improvements.
- consider allocating approximately half of the unspent funds to top up the relevant projects so they can achieve their original objectives.
- resolve to transfer the unspent funding into a special reserve before, or at the time of, adoption of the Annual Report in October.

The meeting noted that Ms Hawkins would be meeting with staff the following day to discuss these matters further.

5 Confirmation of minutes I Whakau korero

Resolved:

Moved Cr Morrison, seconded Cr Evans that the minutes of the Finance and Performance Committee meeting held on 28 May 2026 be confirmed as a true and accurate record.

Carried

6 Notification of extraordinary items/urgent business I He panui autaia hei totoia Pakihi

There were no extraordinary or urgent business items tabled for inclusion in the agenda.

7 Questions I Patai

There were no questions asked by the meeting.

8 Chairman and councillors reports | Ngā purongo-a-tumaki me ngā kaunihera.

Neither the Chair nor any Councillors presented reports for the meeting.

9 Reports

9.1 Update on Councillor Requests

The purpose of this item was to capture Councillor questions and the actions taken from the last Finance and Performance Committee meeting.

Resolved:

Moved Cr Evans, seconded Cr Gibson that Council receive the report - Councillor Requests from May 2026 Meeting.

Carried

9.2 Update - Tanea Hawkins Response

The purpose of this item was to provide the response sent to Tanea Hawkins following her presentation at the 28 May 2026 Finance and Performance Meeting.

Resolved:

Moved Chair McPhail, seconded Cr Evans that Council receive the report and note the response provided.

Carried

9.3 Financial Report

The purpose of this item was to update the Finance and Performance Committee on the finances of Council for the twelve months ending 30 June 2026.

A question was asked about how much the October 2025 Wind event cost in terms of clean up and what was the impact on the Integrated Catchment Management works budget? It was agreed that the Integrated Catchment Management team will provide a report for the next Finance and Performance meeting responding to this matter.

A question was raised if the financial report could be summarized into a one-to-two page document that could be given to the public and uploaded to the Environment Southland website. Mr Ng will work with the Finance and Communications teams to get this done.

Resolved:

Moved Cr Evans, seconded Cr Mathieson that the committee receive the Financial Report.

Carried

9.4 Kānoa Update

The purpose of this item was to provide a brief explanation of both year-to-date and project-to-date expenditure on the Kānoa initiatives.

Resolved:

Moved Chair McPhail, seconded Cr Morrison that Council receive the Kānoa update report.

Carried

9.5 Business Plan Update

The purpose of this item was to provide the Finance and performance committee with the 2025/26 quarterly Business Plan Performance update for Environment Southland.

Resolved:

Moved Cr Gibson, seconded Cr Mathieson that Council receive the report - Business Plan Update.

Carried

9.6 LTP Performance Reporting

The purpose of this item was to inform the Finance and Performance Committee of the progress and performance against the Long-term Plan measures as at the end of Quarter 4 of the 2025/26 financial year.

Resolved:

Moved Cr Evans, seconded Cr Gibson that Council:

1. **receive the report - Long-term Plan (LTP) Performance Report for Quarter 4 of the 2025/26 financial year.**
2. **note the 34 performance outcomes against the LTP measures as set out in the report.**
3. **approve the Quarter 4 performance results.**

Carried

9.7 Information Systems Technology Management Report

The purpose of this item was to provide the Finance and Performance committee with an update on the activity to progress information management and systems projects within the organization.

Resolved:

Moved Cr Evans, seconded Cr Gibson that Council receive the report "Information & Technology Services Update".

Carried

9.8 Annual Activity Report

The purpose of this item was to serve as a cover note for the committee annual activity report.

Resolved:

Moved Cr Evans, seconded Cr Gibson that committee receive the Annual Activity Report.

Carried

10 Extraordinary/urgent business I Panui autia hei totoia Pakihi

There was no extraordinary or urgent business considered by the meeting.

11 Public excluded business I He hui pakihi e hara mo te iwi

Resolved:

Moved Chair McPhail, seconded Cr Mathieson, that in accordance with section 48(1) of the Local Government Official Information and Meetings Act 1987 and the particular interest/s protected by section 7 of that act, the public be excluded from the following parts of the proceedings of this meeting namely:

- **Confirmation of public excluded minutes – Finance and Performance Committee 28 May 2026.**

The general subject matters to be considered while the public is being excluded, the reason for this resolution in relation to the matter, and the specific grounds for excluding the public, as specified by Section 48(1) of the Local Government Official Information and Meetings Act 1987 are set out below:

GENERAL SUBJECT MATTER	REASON FOR PASSING THE RESOLUTION	GROUNDS UNDER S.48(1)
11.1 Confirmation of public excluded minutes – Finance and Performance Committee – 28 May 2026	To enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities.	S.7(2)(h)

Carried

Resumed in Open Meeting

Termination

There being no further business, the chairman closed the meeting at 12.06 pm.

6 Adoption of Committee Resolutions

6.3 Strategy & Policy Committee 20 August 2026

Appended are the minutes from the Strategy & Policy Committee meeting held on 20 August 2026, for the adoption of the resolutions therefrom.

Minutes of the Strategy and Policy Committee - Rautaki me Mahere

Held at Environment Southland, 220 North Road, Invercargill
Thursday 20 August 2026 at 10:00 am

Present

Cr Lyndal Ludlow
Cr Paul Evans
Cr Alistair Gibson
Cr Roger Hodson
Chair Jeremy McPail (ex officio)
Cr Ewen Mathieson
Cr Phil Morrison
Cr Maurice Rodway
Cr Eric Roy
Cr Geoffery Young
Mr Stewart Bull – Mana Whenua

Also Present:

Ms Hayley Fitchett – General Manager Strategy and Regulation
Mr Marcus Roy – Strategy & Policy Manager
Ms Liz Devery – Regional Planning Manager
Ms Helen Brown – Senior Regional Planner
Ms Shana Lee – Team Leader Policy
Ms Nicole White – Policy Analyst
Mr Bruce Halligan – Strategic Regulatory Advisor
Ms Nikki Blythe – TAMI
Mrs Rebekah Pankhurst - Meeting Secretary

1 Welcome I Haere mai

The Chair declared the meeting open and welcomed members to the Strategy & Policy Committee meeting for August.

2 Apologies I Ngā pa pouri

Resolved:

> **Moved Cr Young, seconded Cr Evans that apologies be accepted on behalf of Cr Jon Pemberton and Cr David Rose.**

Carried

3 Declarations of interest

There were no declarations of interest received at the meeting.

4 Public forum, petitions and deputations I He huinga tuku korero

There were no public forum, petitions or deputations dealt with by the meeting.

5 Confirmation of minutes I Whakau korero

Resolved:

Moved Cr Mathieson, seconded Chair McPhail that the minutes of the Strategy & Policy meeting held on 8 July 2026 be confirmed as a true and accurate record.

Carried

6 Notification of extraordinary items/urgent business I He panui autaia hei totoia pakihi

There were no items of extraordinary or urgent business tabled for inclusion in the agenda.

7 Questions I Patai

There were no questions asked by the meeting.

8 Chairman and councillors reports I Ngā purongo-a-tumuaki me ngā kaunihera

Cr Ludlow reported on her attendance at a seminar on New Zealand's National Ecosystem Typology (NET), a programme developing a nationally consistent framework for ecosystem mapping and classification.

She noted the current mapping provides a useful national overview but is not detailed enough for local planning or consenting. Future work will improve data quality, freshwater coverage, and mapping resolution. Environment Southland's local ecological data and expertise will remain essential in supporting planning, biodiversity management, and refining the national framework.

The NET is a positive step towards more consistent environmental reporting and ecosystem management across New Zealand, while still relying on regional knowledge and datasets for local decision-making.

Chair McPhail reported on his recent meetings in Wellington, where he had supported a South Island Regional Transport Committee initiative advocating for increased investment in South Island transport infrastructure. He noted the advocacy highlighted the importance of the South Island to New Zealand's economy and sought a funding approach that better reflects its contribution to road use and exports.

While in Wellington, the Chair also met with regional sector representatives, government officials and Ministers to discuss local government reforms and other emerging issues. In addition, he continued engagement with community groups across Southland, promoting Environment Southland's role and responsibilities and discussing matters affecting local communities.

Cr Gibson reported on his attendance at the opening of the Māruawai Centre in Gore. The centre highlights the history of Gore and the Hokonui region and he noted the opening was well attended by local government representatives and community leaders.

Cr Gibson noted he had also attended a focused session on benchmarking dairy farm performance and understanding how farming inputs relate to operational outcomes. The session was informative and provided useful insights, with Environment Southland staff also in attendance.

Cr Mathieson reported on his attendance at a meeting with the Tūātapere Community Board, convened by Southland District Council, to discuss concerns relating to the Domain flood banks. The discussion focused on unresolved remediation costs, ownership responsibilities, and the potential development of an agreement to clarify future ownership and maintenance arrangements. The Community Board has asked for information about what works have been done on the flood bank. Cr Mathieson also noted ongoing community interest in Meridian Energy's consent renewal process and upcoming discussions through the relevant working group.

Cr Rodway reported on his attendance, along with other councillors, at the Invercargill Home Show, where, along with Environment Southland staff, they had engaged with the public and gathered feedback on community priorities through an interactive survey. The event was well attended and provided a valuable opportunity to connect with residents and hear their views on future council priorities.

Resolved:

Moved Cr Evans, seconded Cr Young that Strategy & Policy committee recieve the Chair and Councillor reports.

Carried

9 Reports

9.1 Discharge Deeds of Agreement Update

The purpose of this item was to provide an update on the process of replacing the Discharge Deeds of Agreement.

Resolved:

Moved Cr Mathieson, seconded Cr Young that the Strategy & Policy Committee:

1. **receive the report.**
2. **recommend that Council approve the Chief Executive Officer and Chair signing the replacement Discharge Deeds of Agreement on behalf of Council**.

Carried

9.2 Policy Monitor

The purpose of this paper was to provide an overview of the current and upcoming national policy changes, with a focus on those expected to have a significant impact on Environment Southland's operations and the Southland region.

Resolved:

Moved Cr Evans, seconded Cr Hodson that Council receive the report – 2026 08 06 Policy Monitor.

Carried

9.3 Strategy, Policy and Regional Planning Update

The purpose of this item was to provide an update on the work being carried out by the strategy, policy and regional planning teams.

Resolved:

Moved Cr Mathieson, seconded Cr Hodson that Council receive the Strategy, Policy and Regional Planning Update Report.

Carried

10 Extraordinary/urgent business I Panui autia hei totoia Pakihi

There were no items of extraordinary or urgent business considered by the meeting.

11 Public excluded business I He hui pakihi e hara mo te iwi

There was no public excluded business considered by the meeting.

12 Termination

There being no further business, the chair closed the meeting at 11:48 am.

9 Chairman and councillors reports I Ngā purongo-a-tumuaki me ngā kaunihera

Chair report

Activities undertaken by Chair McPhail on behalf of Council since the last meeting

July 2026

20	Mihi Whakatau for new Chief Executive
21	LGNZ Regional Chairs, Mayors and Deputies Teams meeting
	Murihiku – Mana Whakahono ā Rohe Discussion
22	Ordinary meeting of Council
	Council Workshop – Risk
	Meeting with Federated Farmers Executive
28	Mataura Water Overallocation Group meeting
	Extraordinary meeting of Council
31	LGNZ Annual Meeting (attended via Zoom)

August 2026

3	Great South Joint Shareholders Committee
4	LGNZ Regional Chairs, Mayors & Deputies
	Gore District Council meeting
5	Regulatory Committee
	Council briefing – Kānoa (Ōreti) Update
6	Integrated Catchment Management Committee meeting with Liaison Committee Chairs
13	Te Uru Kahika Leaders Plenary
14	Regional Sector Group meeting
15/16	Southland Home Show
17	LGC Teams meeting with all Councillors and Community Board members of Southland
18	LGNZ Regional Chairs, Mayors and Deputies Teams meeting
	LGNZ National Council briefing
19	Finance & Performance Committee
	Council Workshop – State of the Environment
20	Strategy & Policy Committee
	Resumption of Hearing – Navigation Safety Bylaws
	Meeting with Great South Board Chair, Ian Collier
	Meeting with staff and T Hawkins (via Teams)
21	Great South Joint Shareholders Committee
	Powhiri for Derek Nind – CE of South Port
24	Visit to South Port
25	Murihiku Advocacy Forum
	Council caucus opportunity
27	Select Committee – Conservation Amendment Bill Hearing
29	ES ex-staff reunion

Te Uru Kahika Leaders' Plenary and Regional Sector Group Meeting

A standout over the last few weeks was attending the Te Uru Kahika Leaders' Plenary and Regional Sector Group in Wellington on 13 and 14 August 2026, alongside regional council leaders from across New Zealand. With local government and planning reform moving quickly, the strong message was that the regional sector needs to help shape what comes next, while continuing to deliver the services our communities rely on.

I spoke at the launch of ***Grounded**: Strengthening regional services at the right scale through local government reform* during the Plenary, using biosecurity and flood management as practical examples of why scale matters. Pests do not stop at farm gates or council boundaries, and the effects of flooding extend well beyond one river or community. My message was straight-forward: reform should be grounded in the real systems on the ground. Keep services at the scale where they can succeed, protect specialist expertise, local knowledge and relationships that make delivery work, and then design governance around that.

A presentation from Jeremy Lightfoot, Chief Executive of MCERT, struck a chord with those in the room. He recognised the importance of regional council services and the depth of technical capability held across the sector. He committed to involving the sector early in discussions about reform and said capability in areas such as natural hazards, flood management and civil defence must be treated as a core design issue, not dealt with after decisions have been made. He also invited the sector to tell MCERT plainly what it needs from the relationship.

Fiona Hewitt's session on leading through "long change" was also timely. Her advice was to provide clarity where certainty is not possible, protect organisational capacity and support the people who must continue delivering while the future system is being worked through.

The speakers came from different perspectives, but there was a strong level of agreement in their messages: retain capability, stay connected, keep delivering and work together to shape the future system.

In Wellington with MPs, senior Ministry officials and other regional sector representatives:

Councillors reports

Activities undertaken by Councillors on behalf of Council since the last meeting

At the time of the agenda closing, there were no written reports received from Councillors. However, an opportunity is provided for Councillors to make any verbal reports they have at this time.

10 Reports

10.1 Chief Executive's report

Report by: Stephen Hall, Chief Executive

Purpose

To provide Council with a concise overview of the key matters receiving Executive attention, including delivery of the strategic priorities, significant business-as-planned activity and current hot topics.

Recommendation

It is recommended that Council resolve to:

1 receive the report - *Chief Executive's report.*

A More Focused Report

This report introduces a more focused approach to Chief Executive reporting. It provides Council with a concise view of strategic delivery, significant organisational activity and matters receiving Executive attention. More detailed operational reporting will be provided through the relevant committees, aligned with their responsibilities and work programmes.

Overview

Executive attention is currently centred on three areas: maintaining momentum across the six strategic priorities; keeping core services and regulatory responsibilities on track; and responding to a fast-moving reform environment. The focus is on delivery, early identification of barriers and clear decisions about priorities and resources.

Strategic priorities

Council's strategic priorities have their origins in the strategic planning undertaken at the beginning of the triennium, including the two-day workshop facilitated by Anne Patillo in December 2025. At that session, Council asked the organisation to sharpen its focus, actively shape the reform environment and accelerate work in areas including integrated catchment management, flood resilience, spatial planning and regulatory reform. Council also emphasised strong relationships, practical non-regulatory approaches and disciplined delivery.

The Executive has translated that direction into six strategic priorities for 2026/27. These identify where additional organisational focus, coordination and oversight are required alongside core services. They are intended to drive change, manage significant risks or prepare the organisation for the future, and will take priority when resource or sequencing decisions are required.

Strategic priority	Intended outcome	Key achievements expected in 2026/27
Flood Resilience	Communities are more resilient to flooding through coordinated planning, investment and management of flood risk.	• Priority flood risk management projects, including Kānoa-funded projects, are progressed or completed. • Flood monitoring, forecasting and response preparedness are strengthened. • Future investment decisions are better aligned with risk, affordability and community priorities.
Healthy Catchments	Healthier waterways, biodiversity and environmental outcomes are supported through partnerships and integrated catchment management.	• A consistent partnership approach is in place for working with communities, mana whenua, landowners and industry. • Wetland restoration and creation are easier to progress through clearer guidance and coordinated support. • Targeted action is under way on priority water-quality issues, including drinking-water risks.
Regulatory Transformation	Environment Southland maintains trusted and effective regulatory services while preparing for significant legislative change.	• The implications of resource management reform for Environment Southland are understood and planned for. • Customer insights are being used to improve the consistency and effectiveness of regulatory services. • The Compliance and Enforcement Strategy is updated and preparatory work for regional spatial planning is advanced.
Future Fit Foundations	Environment Southland has the systems, processes and capability needed to deliver reliable services and adapt to change.	• Core financial and people systems are modernised. • Critical business processes and information are better documented and less dependent on individual staff knowledge. • Technology, information security and organisational resilience are strengthened.
Response Ready	Environment Southland can maintain essential services and fulfil its responsibilities during emergencies and significant disruption.	• Business continuity and disruption arrangements are updated and tested. • Staff have clearer response roles and are better prepared to step into them. • Risk management and learning from exercises and events are more consistently embedded.
Local Government Reform	Southland's interests, regional functions and community voice are well represented through local government reform.	• Southland's interests and regional functions are supported by clear evidence and analysis. • Council is kept informed and positioned to influence key reform decisions. • Transition planning means Environment Southland is prepared to respond when reform decisions are made.

The priorities are not intended to capture all of Environment Southland's work. Most organisational activity and expenditure remains focused on established statutory and operational commitments. The strategic priorities identify where additional focus, cross-organisational coordination and active oversight are needed to achieve Council's direction, manage change and address material risks. Progress will be kept under regular review, with more detailed reporting provided through the relevant committees and work programmes.

Strategic priorities: delivery highlights

- Inspections of more than 500 kilometres of floodbanks and other flood protection assets have been completed, providing a stronger baseline for the Asset Management Improvement Programme.

- Targeted channel improvements around the road and rail bridges at Gore are approximately 95% complete. The remaining work, including re-grassing, will be completed when ground conditions and river levels allow.
- The Mataura Telemetry Project is also progressing well. This will strengthen rainfall and river monitoring across the catchment, supporting flood warnings, emergency management and future flood modelling.
- Environment Southland has sponsored a new report, *Technical recommendations to guide woodchip bioreactor design for reduction of farm nitrate-N losses*, prepared by Earth Sciences New Zealand with Envirolink funding. Read the report. Drawing on science and field trials from Waikato, Manawatū-Whanganui, Canterbury and Southland, the report provides national guidance on where woodchip bioreactors are most suitable and the key factors to consider in their design.
- Landowners in areas with elevated groundwater nitrate levels have been provided with information about the issue, practical actions they can take and where to find further advice. Five landowners have accepted an offer of water-supply testing, which is scheduled for September.
- Several important milestones have been reached under the Future Fit Foundations priority. Contracts have been signed for new financial and people management systems, and both projects are now under way. The new people management system is expected to go live in early 2027, with the financial system expected to be completed by 1 July 2027. Environment Southland is also testing an artificial intelligence-supported system for recording meeting minutes and actions, and exploring options to improve telephone call handling and customer service.
- Council has taken several important steps on the Local Government Reform priority since 1 July. Council released its financial modelling, hosted the Southland Local Government Summit on 14 July and endorsed regional function principles later that month. These principles are now guiding Environment Southland's input into the Head Start and Local Government Commission processes and provide a consistent basis for considering how regional functions could be delivered in future. Further detail is provided in a separate item.

Business as planned: delivery highlights

Day-to-day services remain the majority of the organisation's work. Recent operational highlights include the following. Detailed performance reporting will continue through the relevant committees.

- River and flood protection work has included maintenance across drainage schemes, urgent remediation at Cattle Flat Station and the Waihopai walkway, recovery work following the October 2025 storm event, and other drainage and river works.
- All 17 applications to the Biodiversity Community Group Grant were successful. Biodiversity staff are also engaging with 17 landowners on potential Key Native Ecosystem sites and associated management plans.
- The farm plan team has recorded 260 engagements since being established in July last year, including active support for 230 farmers and 30 operators of Environment Southland-owned land. The team has also received 270 referrals from Resource Management relating to a variety of compliance matters.
- Between 22 July and 26 August 2026, 39 new resource consent applications were lodged, bringing the total number in progress to 110. Of the 44 applications processed during this period, 89% were completed within statutory timeframes. The five applications processed outside the statutory timeframe included cases where applicants had agreed to an extension.
- The Environmental Protection Authority panel granted fast-track approvals for the Hananui Aquaculture project on 10 August, with the High Court appeal period running until 7 September. A panel has also been appointed for the Pioneer Jericho wind farm application, with substantive comments expected to be sought during September and early October, subject to confirmation of the final dates.
- The Resource Management team reported a positive winter grazing period at the time of this update, with 35 incidents logged and 26 investigated with outcomes issued or no further action. Five were no further action following a site inspection, three of which were dairy platforms and nine remain under

investigation following the third monitoring flight for the season. Work is also under way on the 2025/26 annual compliance monitoring report.

- Environment Southland has released a new spatial layer on SouthMaps which classifies and describes coastal and marine ecosystems: click here. This will be updated as additional information is collected and analysed from our marine monitoring programmes.
- Biosecurity work has included preparedness for Highly Pathogenic Avian Influenza, progression of the Fiordland Pathway Plan review, regional marine biosecurity activity and development of the business case for the proposed Stage 2 Bluff haul-out capability.
- A field trip to the Lower Mataura/Titiroa Catchment connected Environment Southland staff, contractors and Te Ao Mārama staff with Environment Southland land and leaseholders. The visit provided an opportunity for everyone to share current and future opportunities and challenges for the flood-prone land and generate possible actions for the future.
- Emergency Management Southland has adopted its 2026/27 work programme, focused on managing risk, enabling effective response and recovery, and supporting communities to build resilience. Work is also progressing on a single regional activity management plan to provide clearer and more consistent service and funding expectations across Southland's four councils.
- The updated Collective Agreement has been signed following the conclusion of negotiations with the PSA. Recruitment continues across a number of roles, with a focus on maintaining capability and service resilience.
- Health and safety work has included a new framework and strategic plan, a prioritised plan for outstanding audit actions and improved Executive reporting using lead and lag indicators.
- Technology and information work has focused on cybersecurity assurance, legacy infrastructure, system resilience, the Financial Management Information System programme, business intelligence and information governance.
- Council's major investments delivered strong results for the year ended 30 June 2026. South Port reported a record after-tax profit of $16.11 million, up 21%, supported by record cargo volumes. Council's managed investment portfolio, overseen by JBWere, was valued at $41.3 million at year end and delivered a 20.5% return over the 12 months.

Caption - The first 5-year Key Native Ecosystem project was recently signed. Jenni Wood signed for the Lord Family Trust who will be undertaking widescale invasive animal control across the 100ha of Millar's Beach peninsula on Rakiura. This location is a beautiful example of podocarp and rata forest with many sheltered sandy beaches supporting threatened plants and animals.

Pictured: Simon Stokes, Andy and Jenni Wood, Catriona Gower.

What this means for delivery

The organisation continues to deliver core services while responding to a significant programme of reform. Executive is maintaining oversight of priorities, organisational capacity and dependencies between work programmes to support timely delivery and ensure material matters are brought to Council.

Hot topics

Matter	Current focus
Resource management reform	The Government's resource management reform programme continues to progress. Staff are assessing the implications for regional planning and regulatory functions and supporting Council to remain informed as further detail becomes available.
Head Start proposals	Further Government decisions on the Head Start proposals are expected in September 2026. Work is focused on supporting Council's agreed position, maintaining engagement with the reform process and preparing for the next steps once decisions are announced.
Gravel management	Gravel management continues to receive public and stakeholder interest. Work is focused on providing clear information about Environment Southland's responsibilities, the existing planning framework and the operational, engineering and funding considerations associated with river management. A recent letter sent to key stakeholders is appended for your information.
Plan Modification process	The Ministerial process to direct changes to the Southland Water and Land Plan relating to riverbed management, the farm plan certification process for small landholdings, and recognition of positive on-farm actions has progressed, with an investigation report released by MCERT. Environment Southland can provide feedback on the report by 15 September, while stakeholder and public consultation will begin from the end of August.

Attachments

10.1.1 - Gravel Management Letter

environment SOUTHLAND REGIONAL COUNCIL Te Taiao Tonga

Our reference: A1548896

25 August 2026

To: TA Chief Executives – cc'd to Mayors & Chair
President Federated Farmers Southalnd
CE Waka Kotahi NZTA
CE KiwiRail

Kia ora

River and gravel management

There has been increasing public concern about gravel and vegetation build-up in Southland's rivers, particularly where bridges, floodbanks and other infrastructure may be at risk.

We share the view that justified river management work should be able to proceed efficiently, before avoidable damage occurs. However, there appears to be some confusion about what the current rules allow, and about the steps Environment Southland has taken to make those rules more practical.

What the current Plan allows
Rule 66 of the Southland Water and Land Plan allows gravel to be removed where this is necessary to maintain a lawfully established structure, such as a bridge, provided the conditions of the permitted activity rule are met. A resource consent is not required for work that complies with those conditions.

Environment Southland wrote to all Southland territorial authorities, NZ Transport Agency Waka Kotahi and KiwiRail in May 2025 to clarify this permitted pathway and encourage early discussion about proposed work.

The recent work at Tomogalak Bridge provides a practical example. Environment Southland senior managers advised Southland District Council's Roading and Infrastructure managers that the proposed gravel removal was permitted under the Plan. To provide additional certainty in the event of a challenge, Southland District Council chose to seek a certificate of compliance. Environment Southland processed the certificate in under three days and remitted the associated fees.

The gap we are seeking to address
The current rule clearly provides for gravel removal needed to maintain an existing structure, including removal around a bridge where the permitted activity conditions are met. The gap relates to wider or proactive works intended to protect infrastructure from an emerging threat.

For **now**
& **our future**

For example, works to remove or redistribute gravel some distance from a bridge, improve the river channel's capacity, or reduce a developing threat to a floodbank may go beyond maintenance of the structure itself. Those broader works may require a resource consent unless emergency provisions apply.[1]

The current Plan provisions are the result of an extended statutory and court process, informed by evidence and input from parties representing a range of environmental, community and infrastructure interests. Council has since identified an opportunity to provide a clearer pathway for proactive infrastructure protection works.

Last year, the Council asked the Minister to use a new Resource Management Act process to modify the Plan and provide additional permitted activity pathways for these proactive infrastructure protection works. The targeted change sought by Council would provide for proactive gravel and riverbed works to protect:

- bridges and culverts on public roads and railways;
- critical pipes and pylons; and
- floodbanks and other critical infrastructure.

These pathways would remain subject to conditions designed to manage flood risk, river stability, habitat, cultural values and effects on other infrastructure. The change would not provide an unrestricted right to remove gravel from any river or at any location.

Government response

Environment Southland has now received the Government commissioned investigation into its request. The report supports progressing the proposed changes for infrastructure protection. It finds that the current situation can delay proactive works and impose unnecessary costs, while the proposed changes are likely to provide economic benefits by enabling earlier intervention.

This is an important step, but it is not the final decision. Environment Southland has been invited to respond to the report, affected parties will be consulted, and the Minister will then decide whether to recommend regulations to modify the Plan.

We would welcome your feedback on the proposed changes, including whether they address the practical issues faced by infrastructure owners and whether any further matters should be considered in our response to the investigation report.

Proposed national standards

We also note the National Party's recent announcement that, if re-elected, it intends to develop national standards for river gravel extraction and small on-farm quarries. We support the intent of simpler and more consistent rules, provided they recognise local river and catchment conditions and retain appropriate environmental safeguards.

This aligns with the targeted change Environment Southland has already sought. In the meantime, the existing provisions of the Southland Water and Land Plan continue to apply.

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[1] Emergency works may be undertaken under section 330 of the Resource Management Act 1991 where the statutory requirements are met. The relevant consent authority must be notified, and a resource consent may subsequently be required under section 330A if the activity would otherwise contravene the Act and its adverse effects continue.

Working together
There is no value in councils, infrastructure owners or communities being caught between competing interpretations of who can act. Nor should every river management concern be characterised as a consenting issue. The first step is to clearly define the work proposed and confirm whether it is permitted under the Plan. Other matters may then need to be addressed by the infrastructure owner, including responsibility for the asset, funding, engineering design and access to the site.

Environment Southland will:

- continue to support the proposed Plan changes for proactive infrastructure protection;
- continue providing early advice on whether proposed work can use the existing permitted activity pathway;
- work with territorial authorities and infrastructure owners to identify and resolve barriers at priority sites;
- support well-designed national standards that provide simpler and more consistent pathways while retaining appropriate environmental safeguards; and
- continue improving coordination between regulatory, catchment operations and infrastructure planning.

River systems are dynamic. Gravel removal or vegetation clearance will not be the right response in every location, and poorly targeted work can shift or increase risk downstream or destabilise a channel. Decisions need to be informed by local river behaviour, infrastructure risk and environmental effects. This should not, however, prevent appropriate work from proceeding in a timely way.

Our shared objective should be straightforward: identify risks early across the region, agree who is responsible and get the right work done before the situation becomes an emergency.

Ngā mihi

S Hall
Chief Executive

10.2 Wilding Conifer Programme approval for variation

Report by: Jolie Hazley, Team Leader Biosecurity Plants
Michelle Powell, Manager Operations Delivery
Approved by: Lucy Hicks, General Manager Integrated Catchment Management

Purpose

The purpose of this item is to seek Council approval to accept Variation 02 to the Service Agreement with the Ministry for Primary Industries for the National Wilding Conifer Programme. Variation 02 provides $760,000 for the 2026/27 financial year and increases total funding under the Service Agreement to $1,800,000.

Summary

Council is asked to approve acceptance of Variation 02 to the National Wilding Conifer Programme Service Agreement. The variation provides $760,000 of MPI funding for 2026/27 and takes total funding under the Service Agreement to $1,800,000. As this amount exceeds the delegated authority of the Chief Executive and General Manager jointly, Council approval is required in accordance with Council's Delegations Manual.

Recommendation

It is recommended that Council resolve to:

1. receive the report – *Reporting of Contract Entered into Above Delegated Authority.*
2. approve the acceptance of Variation 02 to the Service Agreement with the Ministry for Primary Industries for the National Wilding Conifer Programme, which provides $760,000 for the 2026/27 financial year and increases total funding under this Agreement to $1,800,000.
3. delegate to the Chief Executive authority to sign, on behalf of Council, a further variation to the MPI service agreement, if future funding is confirmed, this financial year.
4. note an operational delivery report will be provided to the Integrated Catchment Management committee on the 16 September 2026.

Background

Council's Delegations Manual provides that the Chief Executive and a General Manager jointly may commit Council to a course of expenditure totaling up to $300,000.

For amounts above that sum, contracts that implement programmes approved by, or decisions made by, Council may be signed by them, but the contract amount must be reported to the next meeting of the relevant committee or Council.

Environment Southland is the Southland Fund Manager for the National Wilding Conifer Programme. In this role, it manages regional funding and coordinates operational delivery across the Southland management units.

The 2025–2030 Wilding Conifer Control Services Agreement[1] between the Ministry for Primary Industries (MPI) and Southland Regional Council (Environment Southland) supports New Zealand's national programme for wilding conifer management. It sets out the work to be delivered, how funding will be used, and the reporting requirements for controlling wilding conifers in line with the New Zealand Wilding Conifer Management Strategy 2015–2030.

[1] 2025-2030 National Wilding Conifer Control Funding Contract Signed 2025
https://objective.es.inet/documents/A1352135/details

The agreement covers the period 1 July 2025 to 30 June 2030 **and f**unding is confirmed through annual contract variations after MPI approves the Management Unit Operational Plans (MUOPs). Environment Southland then invoice MPI for the agreed fixed-price funding for that year. Table 1 outlines the funding provided to date through this process.

Table 1: Wilding Conifer Control Programme Funding Summary

Contract / variation	Management units	Financial year	MPI funding	ES contribution required?	Comment
Baseline funding	Mid Dome, Flagstaff and Takitimu	2025/26	$1,010,000	No	Comprised of $760,000 for operations and $250,000 for aerial spraying.
Variation 01	Takitimu	2025/26	$30,000	No	Additional funding to continue work in Takitimu.
Variation 02	**Mid Dome, Flagstaff and Takitimu**	**2026/27**	**$760,000**	**No**	**Current variation before Council for approval. Includes: Mid Dome $600,500, Flagstaff $59,500 and Takitimu $100,000.**
Total funding under Service Agreement			**$1,800,000**		

Baseline funding under the Service Agreement for the 2025/26 financial year was $1,010,000, providing work across three management units: Mid Dome, Flagstaff and Takitimu. MPI also provided Environment Southland with an additional $30,000 through Variation 01 to continue work in Takitimu.

The **current Variation 02** provides an additional $760,000 to continue wilding conifer control works during the 2026/27 financial year.

The MUOP has been agreed by MPI, Environment Southland, the Department of Conservation, Mid Dome Wilding Trees Charitable Trust and Land Information New Zealand. Contractors will undertake the work in the relevant management unit areas. This well-established programme has been operating successfully in this format since 2019.

MPI requires regular reporting through the Wilding Conifer Information System (WCIS), monthly operational and financial updates, quarterly spend reporting, and an end-of-year reconciliation. Funding must only be used for approved activities, and MPI may recover any unspent or misspent funds.

Additional Variation Funds in 2026/27

Separately from this Variation 02, MPI has indicated that the National Wilding Conifer Programme for the current FY2026/27 may include a further $2.49 million allocation for Southland. That additional funding is not included in the current approval request. If confirmed, and once MPI issues the formal service agreement variation documentation, Council is requested to delegate authority to sign to the Chief Executive. A further detailed briefing report on the operational delivery elements associated with this programme will be provided to the Integrated Catchment Management Committee on the 16 September 2026.

Implications/risks

Environment Southland receives MPI funding through a fixed-price annual Services Agreement, with no requirement for Council to match or contribute in-kind. This keeps direct financial exposure low, but Environment Southland must still meet all delivery, reporting, health and safety, and assurance obligations to retain funding.

Risks relate to compliance (e.g., WCIS reporting, MUOP delivery, quarterly spend updates), potential repayment of unspent or misspent funds, and changes in national programme priorities that could affect future allocations. While financially low risk, the funding relies on established programme management and accurate reporting to avoid reputational or contractual consequences.

Views of affected parties

There are no parties affected by the recommendations in this report.

Fit with strategic framework

OUTCOME	CONTRIBUTES	DETRACTS	NOT APPLICABLE
Managed access to quality natural resources	x		
Diverse opportunities to make a living	x		
Communities empowered and resilient	x		
Communities expressing their diversity			x

Compliance with Significance and Engagement Policy

There are no issues within this report which trigger matters in this policy.

Considerations

Financial implications

There is no requirement for Council to match the MPI funding or provide an in-kind contribution, so direct financial exposure is low. However, the funding must be used for approved activities and is subject to MPI's reporting and reconciliation requirements. Environment Southland, as Fund Manager, distributes funding to the management units set out in Table 1 and must manage delivery and reporting to avoid any repayment, reputational or contractual risk.

Given the specifics of the overall contractual arrangements and the annual nature of the payments being confirmed with MPI, the Variation amount associated with the approval sought via this paper ($760,000) was not able to be included in the recently approved Annual Plan.

Legal implications

The current Service Agreement is based on the standard contract used across councils participating in the National Wilding Conifer Control Programme. Although previous funding agreements were reviewed by Wynn Williams, the current Service Agreement has not undergone an updated independent legal review by Environment Southland. MPI advised at the time of execution that the agreement was substantially consistent with previous funding arrangements, with the main changes relating to standardisation and enhanced health and safety provisions. As the agreement is subject to annual variations and continues through to 2030, an updated legal review has been initiated to help confirm Environment Southland's ongoing contractual obligations and risk exposure, including the delivery, reporting, assurance and health and safety obligations identified earlier in this report.

Attachments

1. 2025-2030 National Wilding Conifer Control Funding Contract Signed 2025 [**10.2.1** - 40 pages]
2. Council Services Agreement - variation 2 Southland C 0038119 DDG SIGNED (1) [**10.2.2** - 3 pages]

Ministry for Primary Industries
Manatū Ahu Matua

SERVICES AGREEMENT

FOR

Wilding Conifer Control

BETWEEN

Ministry for Primary Industries

AND

Southland Regional Council (Environment Southland)

AGREEMENT NUMBER: C0038119

AGREEMENT FOR SERVICES

BETWEEN

Ministry for Primary Industries, Charles Fergusson Building, 38-42 Bowen Street, Wellington 6011, NZBN 9429000096157 (the "**Buyer**" or "**MPI**").

AND

Southland Regional Council, (trading as **Environment Southland**), having its primary place of business at Regional House, Corner Price Street and North Road, Invercargill, NZBN 9429041915844 (the "**Contractor**").

AGREEMENT

The Contractor will provide the Services on the terms and conditions set out in the following Schedules:

Schedule 1: Specific Terms

Schedule 2: General Terms

Schedule 3: Health & Safety Terms

SIGNATURES

SIGNED for and on behalf of **MPI** by the person named below, being a person duly authorised to enter obligations on behalf of MPI:

Signature

Name: Stuart Anderson

Title: Deputy Director-General

Date: 4 August 2025

in the presence of:

Witness Signature

Name: Sharn Tulloch

Occupation: Executive Assistant

Address: 4 Melrose Street
Upper Hutt

SIGNED for and on behalf of the **Contractor** by the person named below, being a person duly authorised to enter obligations on behalf of the Contractor:

Signature

Name: ROBERT ALEXANDER PHILLIPS

Title: ACTING CHIEF EXECUTIVE

Date: 6.10.25

in the presence of:

Witness Signature

Name: LUCY HICKS

Occupation: GM INTEGRATED CATCHMENT MGMT.

Address: INVERCARGILL.

SCHEDULE 1: SPECIFIC TERMS

1. BACKGROUND

Wilding conifers are a serious and increasing pest issue for New Zealand. The issue is one that can only be addressed through a collaborative national control programme. The programme described in the New Zealand Wilding Conifer Management Strategy 2015-2030 (the **National Programme**) was created to support the effective collaboration between land occupiers, researchers, regulators, iwi, hapu and communities to address the critical overarching issues facing wilding conifer management.

The New Zealand Government has allocated funding for the National Programme, to be distributed through MPI.

MPI wishes to distribute funding on a regional basis to selected regional councils and unitary authorities for the purpose of planning, with the local community and Tiriti partners, and carrying out activities that help eradicate and/or control the spread of wilding conifers, as part of the National Programme and according to nationally agreed prioritisation. Each Region will comprise specific Management Units within which specific activities will be carried out.

Environment Southland is a regional council or unitary authority who wishes to eradicate and/or control the spread of wilding conifers in its Region.

As MPI and Environment Southland are part of the public sector, each wish to ensure that there is appropriate oversight across Environment Southland's activities and use of public funding, including acknowledgement of tangata whenua, and focus on health and safety, and sharing of useful information.

The purpose of this Services Agreement is to record the current terms on which MPI will distribute the Funding to Environment Southland under this Agreement and the terms on which Environment Southland will apply the Funding and ensure that the Activities are carried out (by either itself or through others), in each case, for the purpose of the National Programme.

The intended outcomes from this agreement are to:

A. Help eradicate and/or control the spread of wilding conifers in New Zealand;

B. Support the implementation of the New Zealand Wilding Conifer Management Strategy 2015 – 2030, in particular to

   a. Consult and aim to collaborate with all partners and key stakeholders who are affected by wilding conifer infestations; and

   b. recognise, where iwi or hapū hold mana whenua over land infested or vulnerable to infestation with wilding conifers and take steps to establish shared priorities to forward the Outcomes of this Agreement;

   c. co-ordinate operations by facilitating co-ordinated control amongst land owners and other stakeholders; and

   d. promote information sharing of best practice and technological gains in control methods;

C. Support Environment Southland to tailor Outcomes to reflect:

   a. the regional strategies for the Region for which Environment Southland is responsible, including commitments to tangata whenua; and

   b. feedback from the Regional Coordination Group and the Environment Southland Contract Managers for the Region for which Environment Southland is responsible;

D. Build and maintain a collaborative and constructive relationship between the parties, Tiriti partners and other stakeholders to address and manage the critical overarching issues caused by wilding conifers;

E. Support Environment Southland to ensure the health and safety of Workers and others involved in and/or affected by the Activities, as required by law; and

F. for the Region in which Environment Southland operates, enable oversight of the operational programme and use of the Funding.

In performing the Activities, Environment Southland will use all reasonable endeavours to contribute to the achievement of the Outcomes.

2. TERM

(refer clause 4.1 of Schedule 2)

Commencement Date: 1 July 2025

End Date: 30 June 2030

2.1. Convenience Termination

This Agreement may be terminated by:

a) MPI on at least four months written notice to the Contractor, effective at any time after 1 July 2025; and

b) the Contractor on at least four months written notice to MPI effective at any time after 1 July 2025.

3. CONTACT DETAILS

(refer clause 22 of Schedule 2)

The initial contact persons for each Party are below. If a Party's contact persons or their details change, it must notify the other Party in advance in accordance with clause 22 of Schedule 2.

	Contract Manager	Technical Liaison
MPI	Sherman Smith Manager Wilding Conifer Programme Phone: 04 894 0831 Email: Sherman.smith@mpi.govt.nz	Randall Milne Senior Adviser Phone: 022 024 2392 Email: randall.milne@mpi.govt.nz
Contractor	Jolie Hazley Team Leader Biosecurity Plants Phone: 021 355 776 Email: jolie.hazley@es.govt.nz	Jolie Hazley Team Leader Biosecurity Plants Phone: 021 355 776 Email: jolie.hazley@es.govt.nz

3.1. Governance

Each Party will maintain the appointment of suitably qualified, skilled and experienced Personnel in the roles for which the Party is listed as an appointer in the table below. Each role is referred to in this Agreement by the name given to it in the table below. Each Party will ensure its appointees perform their responsibilities in the table below and elsewhere in this Agreement. Each Party may replace its appointee on written notice to the other Party provided the replacing Party uses its best endeavours to ensure a detailed handover of responsibilities between appointees and minimise any adverse impact on the Services.

Name of Role	Responsibility	Appointer
Operational Advisory Group Representative	• Provide direction and scope requirements to Governance on key Programme Projects which impact/change operations. Report to the Governance Group on the status of approved operational changes. • Draft and agree the annual operations work package for the upcoming year and submit this to GG for approval. • Identify operational areas where further guidance, research, and/or best practice is required from the TAG. Identify Programme process gaps or areas which require improvement/modification by the Programme Team.	The Contractor
Operational Working Group Representative/s	To discuss at regular meetings: • H&S Incidents, process changes and outcomes of investigations. • WCIS updates and data requirements. • Key Programme projects and processes. • TAG research developments and requirements. Raise, discuss and agree treatment for Programme operational risks and issues.	The Contractor

4. SERVICES

4.1. Service Definitions

In this Schedule, unless the context requires otherwise:

Services means carrying out the activities (described below) that help manage wilding conifers, as part of the National Programme.

Activities include (refer clause 4.2 for details):

a. Prepare and submit the Management Unit Operational Plan for MPI approval

b. Health and Safety Management Plan

c. Implement the approved MUOP

Region means the region designated as a region by MPI, as set out in WCIS, and has a fixed name, number and boundary (area).

Regional Co-ordination Group (RCG) means the regional coordination group for the relevant Region.

Management Unit Operational Plan (MUOP) means the management unit, operational plan for a Management Unit, which is prepared by or on behalf of the Contractor and endorsed in writing by the relevant RCG.

Wilding Conifer Information System (WCIS) means the 'wilding conifer information system'.

Prohibited Activities means activities that must not be undertaken. MPI may add, remove and/or amend any of the Prohibited Activities from time to time by giving written notice to the Contractor. Provided that MPI has consulted with the Governance Group in relation to a potential Prohibited

Activity, any notification of that Prohibited Activity by MPI will take effect as from the date of notification.

Prohibited Activity	Comments
The use of mineral based diesel (including blends of mineral diesel and vegetable oil), fuels and oils as carriers in Aerial Basal Bark Application ("ABBA") operations under the National Programme.	Effective as of 1 July 2020.
The use of any type of helicopter listed in the current Transport Accident Investigation Commission watchlist must not be used in helicopter operations funded by the National Programme.	Effective as of 13 January 2021.

4.2. Service Description

The Contractor will perform the Services and provide the Deliverables set out in the table below. Each Service and Deliverable is referred to in this Agreement by the name given to it in the table below.

Service	Deliverable
If one does not already exist, set up a Regional Coordination Group (RCG) for each Region (or sub-region) and: (i) ensure that the RCG members adequately represent existing groups that have been established to manage wilding conifers in that Region; and (ii) ensure the RCG meets periodically for the purpose of overseeing the planning and work completed (or to be completed) under the National Programme in that Region.	The RCG operates effectively to represent the key stakeholders of that particular Region and the Management Unit(s) within that Region. The RCG carries out its responsibilities in accordance with any agreed "Terms of Reference" for that RCG. Broad responsibilities for the RCG include: 1. Having oversight and involvement in the development, endorsement-seeking process, implementation, and monitoring of each relevant MUOP. 2. Keeping up to date on progress towards delivering the MUOP. 3. Involved in operational or programme risk mitigation (all informed and involved). 4. Assisting in coordination of control work (and other related work).
For each Financial Year during the Term of this Agreement, and for each Management Unit in the Region that the contractor is responsible for, prepare (or procure the preparation of) a draft Management Unit Operational Plan (MUOP)	During the development of the MUOP, the regional coordination group (RCG), relevant iwi, hapū, and designated representatives of the rights and interests of tangata whenua; and the MPI Technical Liaison have been given opportunity to review the MUOP. The MUOP is submitted into the WCIS Operational Planning tool.

Service	Deliverable
Health and Safety Requirements	As per the Health and Safety clauses in Schedule 3, the contractor will provide a Health and Safety Management Plan before the commencement of the implementation of the MUOP.
Implement the MUOP	Implement (or procure the implementation of) the MUOP in accordance with its terms, including by engaging Personnel and Subcontractors to implement that plan and help deliver the Outcomes. Actively manage its Personnel engaged for the purpose of implementing the relevant MUOP and verify that their work and engagement is carried out in accordance with the terms of that plan and this Agreement.
Reporting	Refer clause 4.3 for details

4.3. Reports

The Contractor will report to MPI as follows, and as otherwise reasonably required by MPI, in any format reasonably required by MPI and at no cost to MPI:

Type of Report	Report To	Due Date

WCIS (Wilding Conifer Information System) monthly reporting. To include:
• Complying with the WCIS User Guide, ensure that all control and survey data is entered into WCIS
• Input (or procuring the inputting of) the financial data into WCIS, in accordance with the WCIS User Guide, and do so accurately to reflect (amongst other things) the costs of completed operations, and:
  o Funding
  o Any other funding
  o In-kind contributions
	WCIS	By the fifteenth working day of the month that follows the end date of the work in accordance with the WCIS User Guide.

Financial and operational reporting		
MONTHLY reporting on: • Area treated • Total hours worked • Other contributions	Must be entered and completed quality assurance in WCIS	By the fifteenth working day of the month that follows the end date of each operation.

Type of Report	Report To	Due Date
MONTHLY reporting on: • Expenditure of MPI funding (can be estimated)	Must be confirmed via email from the contractor to wilding.conifers@mpi.govt.nz	To be confirmed via letter annually
QUARTERLY reporting on: • Year to date spend against MPI Funding (can be estimated) • Year to date amount committed in contracts (can be estimated)	Must be confirmed via email from the contractor to wilding.conifers@mpi.govt.nz	To be confirmed via letter annually
END OF YEAR Total spend against MPI Funding (must be finalised)	Must be confirmed via email from the contractor to wilding.conifers@mpi.govt.nz	To be confirmed via letter annually
Health and Safety reporting		
As detailed in Clause 5.1 of Schedule 3.	The regular health and safety reporting required under clause 5.1 c of Schedule 3, can be discussed and documented at Operational Meetings between the Contractor and MPI.	As detailed in Clause 5.1 of Schedule 3.
Health and safety audits must be completed as part of assurance activities outlined in the HSMP.	WCIS	The results of audits and corrective actions must be uploaded to WCIS within 20 working days from confirmation of the corrective actions, or as agreed with MPI.

MPI may request documentary evidence from the Contractor in relation to any item reported against.

4.4. Meetings

The Contractor will attend meetings with MPI as follows and at no cost to MPI:

Meeting	Frequency	Attendees
Operational Meetings	As per the operational meeting cycle as noted below.	MPI – Technical Liaison Contractor – Contract Manager or Technical Liaison
Ad hoc Meetings	As required	As required

The Contractor will attend the following operational meetings with MPI as follows and at no cost to MPI.

Month	Meeting Objectives
August	MPI to present and discuss key National Programme processes, responsibilities and expectations Confirm forecast financial contributions from Partners Agree the MU Manager for each MU Confirm Subcontractor/s for each operation (or agree dates when this will be confirmed) Confirm that a HSMP is in place for each region (or agree dates when this can be completed) Agree actions and next meeting agenda.
October	Current operations and spend - % complete - signal any issues with spend Discuss any planned spray operations for the season and potential risk and issues relating to planned operations Identify and agree resolution actions for key operational issues Review HSMPs and health and safety risks/issues Agree actions and next meeting agenda.
December	Current operations and spend - % complete - signal any issues with spend Review risks/issues, in particular: - Health & Safety - Fire risk - Ongoing spray operations Confirm financial contributions received from Partners (YTD) Confirm 'in kind' contributions made by Partners (YTD) Agree actions and next meeting agenda.
February	Current operations and spend - % complete Signal any issues with spend so this can be reallocated if necessary Review risks/issues (includes health and safety) Agree actions and next meeting agenda.
April	Current operations and spend - % complete Review risks/issues (includes health and safety) Identify any issues with 2025/26 draft operational plans Agree actions and next meeting agenda.
May	Current operations and spend - % complete. Review risks/issues (includes health and safety) Agree actions and next meeting agenda.
June	Confirm approved operations and budget for 2025/26 operational plans (or actions required to complete) Identify date for annual debrief Agree actions and next meeting agenda.

4.5. Milestones and fixed price

The Contractor may invoice MPI for the Fixed Price in clause 5 up to the total amount specified for each year (plus GST if any). Each invoice may be issued after receipt of the written notice from MPI of the approval of the Operational Plan each year. Each invoice will be paid on the 20th of the following month from the invoice date.

Each Party will meet its Milestones set out in the table below.

Party	**Milestone**	**Date** (Inclusive)
The Contractor	Prepare the Management Unit Operational Plan for approval by MPI.	By 1 May each year, or as agreed by the contractor and MPI, for the following year of operation.
The Contractor	Implement the agreed Management Unit Operational Plan for each year (1 July to 30 June).	By 30 June of the agreed year of operation.

5. PRICE

(refer clause 7 of Schedule 2)

Both parties will meet and agree management unit operational plans on an annual basis for the upcoming operational year. This agreement will be varied on an annual basis to include the agreed price for the delivery of the management unit operational plan/s.

In no event will the Price exceed (plus GST if any) the following amounts. The amounts in the table may change from year to year by written notice from MPI, which may be given only after consultation with the Governance Group.

Financial Year	**Price (excl. GST)**
2025/26	Baseline Operational Plan: $760,000 Additional work package operational plan: $250,000
2026/27	TBC
2027/28	TBC
2028/29	TBC
2029/30	TBC

6. INTELLECTUAL PROPERTY

(refer clause 16 of Schedule 2)

For the purposes of clause 16 of Schedule 2, the Parties agree that "Option A" and the "Compulsory Clauses" shall apply, but that "Option B" is deemed deleted from this Agreement.

7. REQUIRED INSURANCE

(refer clause 18 of Schedule 2)

The Contractor must ensure it has the following insurance policies in place at all times during, and for at least three years after, the term of this Agreement:

Policy Type	Minimum Cover	Maximum Excess
Professional Indemnity	$1,000,000	$5,000
Public Liability	$1,000,000	$5,000

8. GENERAL

8.1. Identified Conflicts of Interest

(refer clause 11 of Schedule 2)

8.2. Specific Confidential Information

(refer clause 14 of Schedule 2)

For the purposes of this Agreement, MPI's Confidential Information includes e.g. the names, addresses and contact details of MPI clients and stakeholders and information relating to MPI operations.

8.3. Data Security & Privacy

Information Security Requirements

Without limiting anything else in this Contract:

- The Contractor will continuously employ during the term of the Contract a person or persons in the roles of, or carrying out the duties of, Chief Security Officer and Chief Information Security Officer and a Privacy Officer with accountabilities for management and protection of information, including personal information.
- The Contractor will have and maintain at all times during the term of the Contract a risk assessment framework which meets ISO 31000:2018 (Risk Management Guidelines).
- The Contractor will during the term of the Contract provide regular information, awareness training and support to its staff to enable them to meet the New Zealand Government's Protective Security Requirements and uphold the Contractor's security and information security policies and plans.
- The Contractor will have and maintain at all times during the term of the Contract processes to identify and manage risks to its people, information and assets as part of engaging subcontractors.
- The Contractor must promptly notify MPI if a situation may arise or has arisen where information provided to or collected by or on behalf of the Contractor's (or a sub-contractor) in relation to the Services may be or has been disclosed to or accessed by an unauthorised party, including where this may result or has resulted in the information being published, and must provide reasonable assistance to MPI as may be required to respond to or mitigate any breach.
- The Contractor will have, or put in place and maintain at all times during the term of the Contract a suitable plan to manage security and privacy capability that is fit for purpose and will promptly supply to MPI a copy of the plan/s, and/or a report on their implementation, if requested by MPI.
- The Contractor will upon request will provide, written evidence of the above, any details as reasonably requested regarding the collection, storage and/or disposal of any MPI information or information collected on behalf of the Ministry including any derived products.
- The Contractor will, upon request, engage with MPI to identify and document the Contractor's current working practices and any documents or related procedures for information security and data privacy and, if required, work with MPI in good faith to agree practices and procedures to mitigate risks to MPI's information security and data privacy, such agreement not to be unreasonably withheld.

- The Contractor must not permit any MPI data to be transferred, stored, or made available to any person, outside New Zealand, unless expressly authorised by MPI in writing in advance, which may be subject to conditions.

8.4. Attachments

Schedule 2: General Terms

Schedule 3: Health & Safety Terms

MPI MODEL SERVICES AGREEMENT (MEDIUM FORM)

SCHEDULE 2: GENERAL TERMS

TABLE OF CONTENTS

1. DEFINITIONS

In this Agreement, unless the context requires otherwise:

Agreement means this agreement including all schedules, annexes, appendices and attachments.

Business Day means any day not being a Saturday or Sunday, a public holiday observed in Wellington, or the period from 26 to 31 December each year.

Buyer means the Crown, also described as the Sovereign in right of New Zealand who acts by and through the government agency named as the Buyer.

Commencement Date means the commencement date for this Agreement as specified in Schedule 1.

Contractor's Contract Manager means the person identified in Schedule 1 under the heading Contact Details.

Contractor's Technical Liaison means the person identified in Schedule 1 under the heading Contact Details.

Confidential Information includes the terms of this Agreement and any information exchanged during the negotiation of this Agreement, and, in relation to each Party, means information provided by, obtained from, or relating to that Party, that becomes known to the other Party under or in connection with this Agreement, which:

a) is specified in Schedule 1 as being confidential;

b) is by its nature confidential;

c) is marked as 'confidential', 'in confidence', 'restricted', 'commercial in confidence' or with a similar designation;

d) is provided in confidence;

e) the other Party knows or ought to know is confidential; or

f) is commercially sensitive to that Party.

Conflict of Interest in relation to the Contractor means any conflict of the Contractor's interests or obligations with its responsibilities under this Agreement and in providing the Services such that the Contractor's independence, objectivity or impartiality can be called into question. A conflict of interest may be:

a) actual: where the conflict currently exists;

b) potential: where the conflict is about to happen, or could happen, or

c) perceived: where other people may reasonably think that a person is compromised.

Control means the power to directly or indirectly manage the operation of the Contractor's business or control the composition of the Contractor's board of directors or board of management.

Deliverables means any tangible outputs of the Services, including as specified in this Agreement.

Developed IP means any Intellectual Property developed or discovered by the Contractor in the course of performing this Agreement.

End Date means (subject to clause 4.1) the earlier of the end date set out in Schedule 1, or if applicable the date of effective termination of this Agreement.

Extraordinary Event means an event beyond the reasonable control of the Party immediately affected by the event, including:

a) in the case of the Contractor, anything deemed to be an Extraordinary Event in Schedule 1;

b) acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;

c) acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;

d) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war; and

e) contamination by radio-activity from nuclear substances or germ warfare or any other such hazardous properties.

GST means goods and services tax payable at the applicable rate pursuant to the Goods and Services Tax Act 1985.

Intellectual Property Rights includes copyright and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity.

Key Personnel means the people described as such in Schedule 1.

MPI's Contract Manager means the person identified in Schedule 1 under the heading Contact Details.

MPI's Technical Liaison means the person identified in Schedule 1 under the heading Contact Details.

Milestone means, as the context requires, all or any of the obligations in Schedule 1 which the Contractor is obliged to perform by a specified date or within a specified period, whether or not described as "milestones".

Parties means MPI and the Contractor, and **Party** means either of them.

Personnel of any person, means all individuals directly or indirectly engaged by that person. Examples include: directors, employees, contract staff, agents, consultants, specialists, support staff and co-opted or seconded staff.

Pre-Existing IP means all Intellectual Property in existence at the Commencement Date or created outside the scope of this Agreement.

Price means the price payable by MPI, including expenses (if any), as specified in clause 5 of Schedule 1.

Serendipitous IP means all Developed IP that does not form part of the Services or Deliverables and that the Contractor is not required to provide to MPI under this Agreement.

Services means services described in clause 3.1 of Schedule 1 and/or otherwise supplied by the Contractor under or in relation to this Agreement.

Tax Invoice means a tax invoice as defined in the Goods and Services Tax Act 1985.

Term has the meaning given in clause 4.1.

2. INTERPRETATION

In this Agreement, unless the context requires otherwise:

a) to the extent that there is any conflict or ambiguity between the two Schedules, Schedule 2 will take priority unless Schedule 1 expressly states otherwise. If any other part of this Agreement is contrary to or inconsistent with any other part of this Agreement, then Schedule 2 will prevail;

b) headings are for guidance only and do not affect interpretation;

c) the singular includes the plural and vice versa;

d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

e) any references:

(i) to this Agreement, means this Agreement as amended from time to time and includes all attachments to this Agreement and any document incorporated into this Agreement by reference,

(ii) to a clause, is a reference to a clause of the Schedule in which the reference is contained, and

(iii) to a schedule or attachment, are references to a schedule or attachment of this Agreement;

f) subject to clause 25, anything that this Agreement requires to be done in writing, may be done by email;

g) references to Dollars or $ are references to the lawful currency of New Zealand;

h) references to monetary amounts are exclusive of GST (if any);

i) a reference to any statute, regulation, or expression of government policy includes any amendments, re-enactments or replacements of that statute, regulation, or expression of government policy from time to time;

j) reference to a person includes:

(i) a company, body of persons (corporate or unincorporate) or any state, regional or local government body or agency; and

(ii) that person's representatives, successors and assigns;

k) "including", "includes", "in particular", "for example" or similar words do not imply any limitations;

l) no rule of construction applies to the disadvantage of MPI on the basis that MPI put forward this Agreement or any part of it; and

m) references to time mean New Zealand standard time.

3. ENTERING THIS AGREEMENT

3.1. Each Party represents and warrants that it is authorised to enter into and perform its obligations under this Agreement.

3.2. The Contractor represents that, except as specified in Schedule 1, all information relating to the Services that was provided by the Contractor to MPI prior to MPI's execution of this Agreement, including in any proposal or presentation by the Contractor, is accurate, complete and true. The Contractor acknowledges that MPI is entering into this Agreement in reliance on such information.

4. COMMENCEMENT AND TERM

4.1. This Agreement commences on the Commencement Date and, unless terminated in accordance with this Agreement, will remain in force until the close of the End Date at which time it shall automatically expire, provided that:

a) if the Services have not been completed to the satisfaction of MPI by that date; and

b) MPI's Technical Liaison requests the continuation of this Agreement,

then this Agreement will continue, at no additional charge to MPI, until the Services have been completed to the satisfaction of MPI (the "**Term**").

4.2. MPI will not be liable to pay the Price for any Services provided before the Commencement Date, but may choose to at its discretion.

5. PROVISION OF THE SERVICES

Obligations of both Parties

5.1. Both Parties agree to:

a) act in good faith in all matters relating to this Agreement and, without abandoning their own interests, to demonstrate honesty, integrity, openness, reasonableness, and accountability in their dealings with each other; and

b) discuss matters affecting this Contract or the delivery of the Services, whenever necessary.

The Contractor's obligations

5.2. The Contractor will supply to MPI the Services on the terms and conditions of this Agreement.

5.3. The Contractor will ensure that:

a) the Services and Deliverables are provided:

(i) promptly with due diligence, care and skill;

(ii) by appropriately trained, qualified, experienced and supervised persons; and

(iii) to MPI's satisfaction and meeting the requirements set out in this Agreement and as reasonably specified by MPI in writing from time to time;

b) all information it provides as part of the Services or Deliverables is factually correct and contains no material omissions; and

c) all documentation provided as part of the Services or Deliverables is clear, concise, written in plain English, consistent in style and format, and error free.

5.4. The Contractor must:

a) provide MPI with all information relating to the Services as requested by MPI from time to time, and provide the information immediately if the information is required by MPI to comply with its statutory, parliamentary or other reporting obligations;

b) consult with and keep MPI informed about all aspects of the Services as appropriate or as reasonably required by MPI;

c) notify MPI promptly of any actual or anticipated issues that could:

(i) significantly impact on the Services or the Price; or

(ii) receive media attention.

d) provide all equipment and resources necessary to provide the Services (unless or to the extent otherwise specified in Schedule 1);

e) comply with the Supplier Code of Conduct issued by the Government Procurement System Lead (see www.procurement.govt.nz/broader-outcomes/supplier-code-of-conduct/);

f) deliver the Services in a manner that:

(i) is culturally appropriate for Maori, Pacific and other ethnic or indigenous groups, and

(ii) respects the personal privacy and dignity of all participants and stakeholders;

g) advise MPI of any change to the criminal record of the Contractor or its Personnel during the term of this Agreement;

MPI's obligations

5.5. MPI must:

a) subject to clause 9.2, allow the Contractor's Personnel access to MPI's premises as reasonably required for the purpose of providing the Services;

b) provide the Contractor with any information it has reasonably requested to enable the delivery of the Services; and

c) make within reasonable timeframes all decisions and give approvals reasonably required by the Contractor to enable the delivery of the Services.

6. MILESTONES

6.1. The Contractor agrees that meeting its Milestones is a fundamental term of this Agreement such that a failure to do so is a breach having a material effect for the purpose of clause 20.3 and therefore agrees to meet those Milestones, except only to the extent it is:

a) unable to do so due to an Extraordinary Event or MPI's breach of this Agreement; or

b) expressly instructed to do otherwise in writing by the MPI Technical Liaison.

6.2. If the Contractor anticipates any delay (for any reason) in the achievement of any of its Milestones, it will give MPI's Technical Liaison written notice of the anticipated delay as soon as is reasonably practicable.

6.3. If MPI reasonably believes that the progress of the Contractor has slipped significantly from the timetable required to meet any Milestone, MPI may give written notice to that effect to the Contractor. Such notice must specify the reason for such belief and the changes that MPI reasonably believes are necessary (including changes to the timetable or any Personnel or other resources provided by either Party under this Agreement) to achieve an expeditious return to meeting the Milestone. Within three Business Days of such notice, the Contractor will notify MPI's Technical Liaison in writing whether it will implement such changes and, if not, why not.

7. PRICE AND PAYMENT

7.1. The Price specifies the total amount payable by MPI for the provision of the Services. MPI will only be liable for expenses incurred by the Contractor that are expressly included in and incurred in accordance with Schedule 1. All other costs, disbursements and other expenses incurred by the Contractor in relation to this Agreement are included in the Price.

7.2. Unless provided otherwise in Schedule 1, the Contractor will invoice its charges to MPI on or by the 5th Business Day following the month in which Services were provided. If the Contractor fails to provide MPI with an invoice within 6 months of the agreed date for invoicing, the Contractor is deemed to have waived any right to that payment from MPI.

7.3. Each Tax Invoice submitted by the Contractor (whether submitted monthly or otherwise) must be sent to MPI Accounts Payable (accountspayable@mpi.govt.nz) and MPI's Technical Liaison and include sufficient details to enable MPI to identify:

a) the MPI-issued contract number for this Agreement;

b) the MPI purchase order number or, if a purchase order number is not provided, the MPI cost centre number;

c) the name of the MPI Technical Liaison;

d) the particular Services which are the subject of the invoice and the period during which those Services were provided;

e) the relevant charges;

f) in respect of any charges calculated on the basis of time spent, the basis (including relevant hours worked, and rates) upon which the charge is based; and

g) full details of any expenses.

For more information on MPI's invoice requirements, please visit MPI Suppliers Information - https://www.mpi.govt.nz/about-mpi/suppliers-information/

7.4. Subject to clause 7.5, MPI will pay by the 20th day of the month the Contractor's Tax Invoices received on or before the 5th Business Day of that month. All payments by MPI will be deemed to have been made in Wellington, New Zealand. Payment by MPI is not evidence that the Services to which the invoice relates have been provided in accordance with this Agreement.

7.5. If MPI has a bona fide dispute in relation to all or any portion of any Tax Invoice, whether in relation to the performance of the Services, the accuracy of the Tax Invoice or otherwise, MPI may withhold payment of the amount subject to the dispute, provided that:

a) MPI will pay the undisputed amount when it becomes due and payable; and

b) the Contractor will continue to perform its obligations under this Agreement while the dispute is resolved.

7.6. Where the Price is based on the time spent providing the Services, the Contractor will complete the applicable Services in the minimum possible time consistent with its other obligations under this Agreement. The Contractor will provide MPI with all information MPI may require to check the time spent, the rate charged and the overall computation of the time based charges. MPI will not be required to make payment of any time based charges for which the Contractor is unable to provide appropriate timesheets, third party invoices and any other reasonable supporting documentation.

7.7. If required under tax legislation, MPI may make any deduction or withholding ("**Withholding**") from any payment due to the Contractor and will, on request, provide the Contractor with documentary evidence that the Withholding was accounted for by MPI to the relevant tax authority, in which case the Price will be deemed to have been fully paid by MPI where the balance of the Price has been paid to the Contractor (subject to MPI's rights under this Agreement, including under clause 7.5).

Payment Freeze

7.8 a) Without limiting any other right or remedy of MPI, if the Contractor materially breaches this Agreement, then MPI may issue the Contractor with a notice (**Payment Freeze Notice**) directing the Contractor not to spend the payment/s made by MPI under this clause 7 (Payment).

b) If the Contractor receives a Payment Freeze Notice under this clause 7.8, then, until the breach is remedied to MPI's satisfaction, the Contractor must not spend any Payment:

1. unless and until MPI notifies the Contractor otherwise; and
2. except to the extent required to pay for any bona fide and unavoidable pre-existing contractual commitments to spend the payment in accordance with this Agreement.

Repayment

7.9 a) Without limiting any other right or remedy of MPI, MPI may recover Payment in the following circumstances (and the Contractor will repay that payment within 5 Business Days of MPI's written notice requiring payment):

1. **Misspent Payments**: At any time MPI may recover the amount of any Payment that has been spent or used other than in accordance with this Agreement, together with interest on all such amounts calculated at 10% per annum from the date of the misspending to the date the money is repaid.
2. **Uncommitted Payments**: On expiry or termination of this Agreement, MPI may recover any Payment which the Contractor:

(A) has not spent or contractually committed to spend in accordance with this Agreement; and/or

(B) has spent or contractually committed to spend in accordance with this Agreement but which the Contractor can have refunded or released from that commitment, and the Contractor must use all reasonable endeavours to obtain such refund or release.

3. **Activities Abandoned**: MPI may recover an amount up to the total value of the Payment less the amount that the Contractor spent in accordance with this Agreement if the Contractor:

   (A) states an intention not to perform the Services in accordance with this Agreement; and/or

   (B) within 10 Business Days of being requested to do so by MPI, does not demonstrate (to MPI's reasonable satisfaction) that the Contractor will proceed with performing the Services in accordance with this Agreement.

4. **Excess Payments**: Where the total Payment paid under this Agreement and any other money received by the Contractor to carry out the Services exceeds or is likely to exceed the Payment required to perform the Services, the Contractor must notify MPI upon becoming aware and, if MPI requests, promptly refund to MPI the excess amount.

(b) If the Contractor does not pay, as required by this clause, the Contractor must pay MPI interest calculated at 10% per annum from the date payment is due to MPI until the date the money is repaid.

8. REMEDIATION OF FAULTS

8.1. Where MPI reasonably considers there is or has been a breach in the performance of the Services or a defect in a Deliverable (a "**Fault**"), and that the Fault is reasonably capable of being remedied by the Contractor, then the MPI Contract Manager may notify the Contractor in writing of the alleged Fault, the steps considered necessary to remedy the Fault, and a reasonable timeframe within which the Contractor is expected to remedy the Fault and:

a) the Contractor must within those timeframes and at its own cost take all steps reasonably necessary to remedy the Fault and prevent it from recurring including any steps notified to the Contractor by MPI's Contract Manager; or

b) where the Contractor considers there is no Fault, or that there is a Fault but that the Contractor has already taken steps reasonably necessary to remedy it, the Contractor must within those timeframes notify MPI's Contract Manager accordingly within the timeframes specified in MPI's notice.

8.2. If at the end of the timeframe specified in MPI's notice under clause 8.1 MPI still considers that a Fault exists then the MPI Contract Manager, in his or her discretion, may do one or more of the following things:

a) waive in whole or in part any specified single instance of a Fault;

b) depending on the nature or magnitude of the Fault/s, withhold, either wholly or partially, any invoiced payment applicable to the Service or Deliverable to which the Fault/s relate(s);

c) where no payments have yet been invoiced by the Contractor, then depending on the nature and magnitude of the Fault/s, withhold, either wholly or partially, any future payment applying to any Services or Deliverables to which the Fault relates.

8.3. MPI's use of the process under this clause is without prejudice to any other rights or remedies it may have, including under clauses 19 and 20, including in respect of ongoing or future instances of Faults.

9. PERSONNEL

9.1. The Contractor must ensure that the Key Personnel, if any, listed in Schedule 1 undertake such roles in respect of the Services as may be specified in that Schedule, and the Contractor may not use other individuals to undertake such roles except to the extent they are unavailable due to sickness, death, authorised leave, or ceasing to be employed by, or under contract to, the Contractor. The Contractor must as soon as possible advise MPI of any such unavailability, and propose a similarly qualified and experienced replacement. MPI may immediately terminate this Agreement on written notice to the Contractor if a replacement is not proposed in accordance with this clause or if MPI reasonably believes that the proposed replacement is unsuitable.

9.2. MPI may give notice on reasonable grounds related to the performance of the Services requiring the Contractor to remove one or more Personnel (including Key Personnel) from work in respect of the Services. The Contractor must at its own cost promptly arrange for the removal of such Personnel from work in respect of the Services and their replacement with similarly qualified and experienced Personnel reasonably acceptable to MPI. If the Contractor is unable to provide acceptable replacement Personnel MPI may immediately terminate this Agreement.

9.3. All Personnel of the Contractor performing Services will be under the exclusive direction and control of the Contractor. Neither the Contractor nor any of its Personnel will be considered employees of MPI. The Contractor indemnifies MPI against any taxes, levies, penalties, damages or compensation which MPI may be liable to deduct, withhold or pay by reason of any of the Contractor's Personnel being held to be MPI employees.

9.4. MPI may from time to time, by notice in writing to the Contractor, notify the Contractor of and request compliance in relation to this Agreement with any service, security, health and safety, confidentiality or other code, policy, procedure or requirement of MPI in relation to the Services, including following Policies: Government's Protective Security Requirements (https://protectivesecurity.govt.nz/) and the New Zealand Information Security Manual (https://www.nzism.gcsb.govt.nz/ism-document/), ("Policies and Procedures"). The Contractor will comply with the Policies and Procedures and will:

a) provide copies of the Policies and Procedures to its Personnel involved in providing the Services;

b) ensure that such Personnel comply with the Policies and Procedures at all times in relation to the Services;

c) as requested by MPI, ensure all such Personnel sign acknowledgements that they will so comply with any Policies and Procedures, and promptly deliver these acknowledgements to MPI;

d) notify MPI if it becomes aware of any material breach by any such Personnel of any Policy and Procedure and, if reasonably required by MPI, take appropriate, lawful disciplinary action against the Personnel in breach;

e) promptly provide to MPI reasonable assurance that the Contractor has met the obligations set out in this clause 9.4

f) for the avoidance of doubt, where MPI has agreed the Contractor may hold MPI Confidential Information in an electronic cloud based system, this security obligation will also apply to that Confidential Information.

If compliance with any of the Policies and Procedures results in the Contractor incurring costs which it could not reasonably have anticipated prior to it executing this Agreement, then the Contractor may within one month of MPI's request for compliance with the relevant Policies and Procedures notify MPI of such costs and may invoice MPI for those costs as reasonably incurred after the date of such notice.

9.5 In carrying out the Services the Contractor will ensure:

a) that access to the information provided to or collected by the Contractor will be limited to staff employed or subcontracted by the Contractor to those who are directly involved with the provision of the services;

b) any product that the Contractor produces as part of this Agreement will only be stored within MPI systems and/or systems directly controlled by the Contractor and approved by MPI;

c) any release to or use of information by 3rd parties, including 3rd party ICT suppliers, will only occur with MPI's express written permission. MPI acknowledges the Contractor's subcontract with the Approved Subcontractor specified in clause 9.1 of Schedule 1 and permits the release of information to those Approved Subcontractors in relation to the Services specified in Schedule 1;

d) any non-MPI systems where the Contractor stores and/or processes the information related to the Services specified in Schedule 1, are secured, maintained and are password protected to ensure only the Contractor's staff and Approved Subcontractors directly involved in the provision of the Services have access to the information held on them;

e) unless otherwise required by legislation and/or research standards, on completion of the Services specified in Schedule 1 or upon written request by MPI, the Contractor wil:

(i) ensure that all information provided to it by MPI or collected by the Contractor, including any copies (physical or digital) is returned to MPI and/or securely destroyed to ensure no reasonable likelihood of reconstruction can occur; and

(ii) will provide evidence to MPI of such destruction or erasure.

9.6 The Contractor must promptly notify MPI where a situation may arise or has arisen where information provided to or collected by the Contractor in relation to the Services may or has been accessed by an unauthorised party, which may or has resulted in the information being published.

9.7. Without limiting the generality of clause 12.1, each Party must, in connection with the performance of its obligations and the exercise of its rights under this Agreement, comply with its obligations under the Health and Safety at Work Act 2015. The Contractor must promptly notify MPI in writing once it is aware, in respect of any MPI premises to which the Contractor's Personnel have access in connection with the provision of Services, that:

a) a hazard may or does exist, or a situation may arise or has arisen where any person may not be safe or harm may result to any person; and/or

b) an accident or serious harm to any person has occurred (in which case the Contractor must promptly notify MPI of the preventative action taken or proposed).

10. SUBCONTRACTORS

10.1. The Contractor may not subcontract any of its obligations under this Agreement except where:

a) it has MPI's prior written approval; or

b) MPI has approved the subcontractors and/or particular services to be subcontracted as specified in Schedule 1.

MPI will not unreasonably withhold its approval for the use of subcontractors.

10.2. The Contractor must ensure that:

a) each subcontractor is fully aware of the Contractor's obligations under this Agreement to the extent necessary in order for the subcontractor to properly perform its obligations;

b) each subcontract it enters into is either approved by MPI in writing or is on terms that are consistent with this Agreement, to the extent relevant and material for the performance of the subcontractor's obligations; and

c) each subcontract restricts the ability of the subcontractor to further subcontract its obligations without first obtaining MPI's consent.

10.3. The Contractor will not be relieved of any of its liabilities or obligations under this Agreement by entering into any subcontract.

10.4. If a subcontractor has failed to deliver any aspect of the Services being subcontracted as approved under this Agreement and the failure cannot be remedied, MPI may, by notice to the Contractor, require the Contractor to terminate that subcontract immediately. MPI will not be liable for any losses or costs of the Contractor associated with such termination.

10.5. The Contractor will ensure that its contract with each approved subcontractor will contain the same rights as found in clause 24, and that those rights are directly enforceable by MPI against the subcontractor pursuant to the Contract and Commercial Law Act 2017.

11. CONFLICTS OF INTEREST

11.1. The Contractor:

a) warrants that as at the Commencement Date, it has no Conflict of Interest other than any Conflict of Interest declared in Schedule 1; and

b) must do its best to avoid situations that may lead to any Conflict of Interest arising during the Term.

11.2. The Contractor must immediately notify MPI in writing of any matter, event or circumstance that gives rise to any Conflict of Interest. If a Conflict of Interest does arise the Parties must discuss, and then, without prejudice to MPI's rights under clause 20.4, endeavour to agree and record in writing, how it will be managed.

11.3. The Contractor will use all reasonable endeavours to minimise the impact on MPI of any Conflict of Interest. Each Party must pay their own costs in relation to managing a Conflict of Interest.

12. COMPLIANCE WITH LAWS

12.1. The Contractor will ensure that in performing its obligations under this Agreement it will comply with all relevant laws, regulations, and codes and standards of practice in New Zealand and any other relevant jurisdiction.

12.2. Except as specified in Schedule 1 or agreed in writing by MPI, the Contractor is responsible for ensuring that every necessary and prudent authorisation (including consents, permits and licences) is obtained to allow the Contractor to perform its obligations under this Agreement, including in relation to performance carried out on MPI premises.

12.3 Employment standards: The Contractor must –

a) comply with its obligations under the Employment Relations Act 2000, Minimum Wage Act 1983, Wages Protection Act 1983, Holidays Act 2003 and the Parental Leave and Employment Protection Act 1987; and

b) report any instances where the Contractor is being investigated by the Labour Inspectorate, or where the Contractor has been found by the Labour Inspectorate, Employment Relations Authority, or the Employment Court to have breached any of the legislation referenced in 12.3 (a).

13. VARIATIONS

13.1. This Agreement may only be varied in accordance with clause 26.3 of Schedule 2 (each a "**Variation**"). Either Party may at any time in writing request a Variation ("**Variation Request**"). MPI will have no liability for any changes to the Services or Deliverables that are not agreed in a Variation.

13.2. Within 10 Business Days of receiving a Variation Request from MPI, and together with each Variation Request from the Contractor, the Contractor will at no cost to MPI provide MPI with a written statement in relation to each Variation Request (the "**Impact Statement**") setting out:

a) the effect that the proposed Variation will have on the Services, Deliverables, Prices and other provisions of this Agreement; and

b) if requested by MPI, a draft Variation.

13.3. The Contractor will:

a) negotiate each Variation Request from MPI in good faith;

b) ensure that each document recording a Variation is, as far as is reasonably appropriate in the circumstances, consistent with the terms of this Agreement;

c) ensure that any new Price under the Variation is reasonable, competitive, directly related to the Variation;

d) use its best endeavours to mitigate the Price for any Services that are no longer required as a result of the Variation; and

e) not impose any unreasonable impacts, consequences, conditions or requirements in relation to any Variation.

13.4. Within ten Business Days of receiving an Impact Statement and draft Variation from the Contractor, MPI will notify the Contractor whether it wishes to accept, decline or negotiate the draft Variation.

13.5. Unless expressly agreed in writing to the contrary, it will be an implied term in every Variation that the variation will not prejudice any rights or obligations under this Agreement except to the extent that such rights or obligations are expressly amended by the Variation.

14. CONFIDENTIALITY

14.1. Each Party will keep confidential and secure and not use or disclose to any third party any of the other Party's Confidential Information except:

a) to its professional advisers or Personnel directly concerned with the implementation or operation of this Agreement and to the extent necessary for performing its obligations under this Agreement;

b) as required by law, court order, other legal obligation, or Ministerial request, or parliamentary rules or convention;

c) under the Official Information Act 1982;

d) to the extent necessary to subcontract to parties as approved by MPI in accordance with this Agreement;

e) where the information subsequently becomes part of the public domain through no fault of the Party receiving the information;

f) in accordance with any procurement rules or guidance endorsed by Cabinet; or

g) with the prior written consent of the other Party.

14.2. Except as expressly agreed by MPI in writing, the Contractor must retain all of MPI's Confidential Information in New Zealand.

14.3. Should a request be made to either Party for information that is confidential to the other Party in accordance with clause 14.1(c), the Party to whom the request is made will notify the other Party as soon as practicable. Such notice will outline the information subject to the request, and allow the Party being notified a reasonable opportunity to provide comment on whether, in its opinion, there are good (or conclusive) reasons for withholding any or all of the information sought.

14.4. Without limiting any specific privacy obligations specified in Schedule 1, the Contractor will comply with the Privacy Act 2020 when performing Services under this Agreement, and will not disclose any personal information acquired in the course of performing this Agreement to any person other than MPI, or the individual to whom the information relates, except with MPI's consent or in accordance with the Privacy Act 2020.

14.5. Each Party acknowledges that a breach of any obligation of confidence under this Agreement may cause the other Party irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to any claim for damages and any other remedies available at law or equity, the non-breaching Party may seek specific performance or injunctive relief against any breach or threatened breach by the other Party, its Personnel, agents or contractors of this clause 14. Each Party undertakes to provide the other Party with any assistance possible in any such action against any of that first Party's Personnel, agents or contractors.

15. MEDIA RELATIONS & PUBLICATIONS

Media Relations

15.1. The Contractor must obtain MPI's prior written approval before making any public reference to MPI or this Agreement, including in the Contractor's publications, public statements, promotional material or promotional activities.

15.2. Neither Party may post on websites, social networking sites or publicly display objectionable or derogatory comments about the Services, this Agreement, each other, or any of their Personnel.

15.3. The Contractor will refer any enquiries from the media or any other person about the terms or performance of this Agreement to the MPI Contract Manager. If the MPI Contract Manager cannot be contacted, the Contractor will instead contact the person holding the office of MPI Manager Procurement & Commercial Management.

Publication

15.4. The Contractor, or any employee or other person authorised by the Contractor, may only publish or present research from this Agreement with MPI's written consent. MPI will not unreasonably withhold or delay the giving of consent and MPI acknowledges further that it generally encourages such publication or dissemination of information as being in the public interest.

16. INTELLECTUAL PROPERTY

16.1. For the purposes of Schedule 1, the applicable Intellectual Property clauses are: (i) the Compulsory Clauses below, and (ii) either Option A or Option B below, and in the event that Schedule 1 does not specify Option A or Option B, then Option A will apply.

The following clauses 16.2 to 16.6 inclusive are collectively "Option A" for the purposes of Schedule 1:

16.2. Notwithstanding any other provision of this Agreement, all Pre-Existing IP will remain the property of its owner.

16.3. Other than Serendipitous IP, the ownership of all Developed IP will vest directly in MPI on its creation. To the extent ownership does not so vest, the Contractor irrevocably assigns such ownership to MPI.

16.4. The ownership of all Serendipitous IP will vest directly in the Contractor on its creation. The Contractor will promptly notify MPI upon the creation of any Serendipitous IP, and at MPI's request will enter into good faith negotiations for the grant to MPI of a licence to use the Serendipitous IP.

16.5. The Contractor grants MPI a non-exclusive, worldwide, royalty free, perpetual, irrevocable and sub-licensable licence to use, copy, distribute, sub-licence, reproduce, modify, adapt, publish, transmit, translate, create derivative works from, display and perform, whether publicly or otherwise any and all Pre-Existing IP provided by the Contractor under this Agreement for the purpose of enabling MPI to properly receive the Services, use the Deliverables, and otherwise obtain the benefit of this Agreement, except to the extent alternative licence terms for that Intellectual Property are agreed in Schedule 1.

16.6. MPI may take such steps as it deems necessary to register or protect its Intellectual Property under clauses 16.2 or 16.3 and in respect of Intellectual Property under clause 16.3 the Contractor will, at MPI's expense, provide such assistance as is necessary to allow MPI to do so.

The following clauses 16.7 to 16.10 inclusive are collectively "Option B" for the purposes of Schedule 1:

16.7. For the purposes of this clause 16, "commercialisation" of Developed IP means any activity engaged in by a person to commercially exploit Developed IP for financial reward, either acting through a third party or in its own right and will include:

a) transferring Developed IP rights by sale or licence or in any other manner; and

b) the sale of any product where:

(i) the development of that product has been materially assisted by the use of any or all Developed IP; or

(ii) the product is substantially similar to all or a material portion of the Developed IP.

16.8. Notwithstanding any other provision in this Agreement, all Pre-Existing IP will remain the property of its owner.

16.9. Despite section 26 of the Copyright Act 1994, the ownership of all Developed IP will on its creation vest directly in the Contractor. The Contractor will promptly notify MPI upon the creation of any Serendipitous IP, and at MPI's request will enter into good faith negotiations for the grant to MPI of a licence to use the Serendipitous IP.

16.10. The Contractor grants MPI a non-exclusive, worldwide, royalty free, perpetual, irrevocable and sub-licensable licence to use, copy, distribute, sub-licence, display, reproduce, modify, adapt, publish, transmit, translate, create derivative works from, display and perform, whether publicly or otherwise any and all Developed IP, and Pre-Existing IP provided by the Contractor, for the purpose of enabling it to properly receive the Services, use the Deliverables, and otherwise obtain the benefit of this Agreement.

The following clauses 16.11 to 16.14 inclusive are collectively the "Compulsory Clauses" for the purposes of Schedule 1:

16.11. The Contractor warrants that:

a) the Contractor's provision of the Services; and

b) MPI's use of the Services and Deliverables in accordance with this Agreement,

will not infringe the rights, including the Intellectual Property Rights, of any person.

16.12. The Contractor indemnifies MPI from any costs, loss, expenses (including legal costs), damage or liability incurred by MPI arising out of or in connection with any third party claim that, if true, would cause the Contractor to be in breach of clause 16.11 (each a "**Claim**").

16.13. In the event of any Claim, MPI will:

a) promptly notify the Contractor in writing of the Claim;

b) not make any admission or purport to settle the Claim without the Contractor's prior written consent, which will not be unreasonably withheld or delayed; and

c) subject to receiving the Solicitor-General's consent, at the Contractor's request and expense:

(i) allow the Contractor to conduct and/or settle all negotiations and litigation resulting from the Claim, provided that MPI will be entitled to be represented at, and be consulted on, all such negotiations and litigation; and

(ii) provide reasonable assistance with such negotiations or litigation by the Contractor.

16.14. If any Claim prevents or threatens to prevent the Contractor's provision, or MPI's use, of any Service or Deliverable, then the Contractor must within two months of becoming aware of the Claim:

a) obtain the right to continue that provision or use;

b) modify the Service or Deliverable so it becomes non-infringing; or

c) replace the Service or Deliverable with another non-infringing item,

provided that the Contractor must ensure that the remedy does not materially affect such provision or use of the Service or Deliverable.

17. LIABILITY OF THE PARTIES

17.1. The Contractor will be liable to MPI for the acts, defaults and omissions of its Personnel, agents and subcontractors, as fully as if they were the acts, defaults or omissions of the Contractor.

17.2. Under no circumstances will either Party be liable to the other Party under or in connection with this Agreement for any:

a) indirect damages, meaning damages that are not a direct, natural or probable consequence of the act or omission complained of; or

b) loss of business, opportunity, income, savings, or profit,

provided that this clause does not exclude any liability relating to any:

c) third party claims for negligence;

d) business interruption;

e) work around or recovery from a Service or Deliverable failure;

f) reperformance of a Service or replacement of a Deliverable;

g) breach of clause 14 (Confidentiality) or 16 (Intellectual Property); or

h) fines or penalties.

17.3. MPI's liability to the Contractor arising under or in connection with this Agreement in relation to any event or series of related events will be limited to the amount actually paid to the Contractor under this Agreement during the 12 month period immediately prior to the event or last in a series of related events.

17.4. The Contractor's liability to MPI or obligation to indemnify MPI arising under or in connection with this Agreement in relation to any event or series of related events will be limited to $1,000,000 or any other sum agreed by the Parties in Schedule 1, provided that this clause will not limit the Contractor's liability in relation to:

a) any damage to property;

b) any unlawful or malicious act or omission;

c) its breach of clause 14 (Confidentiality); or

d) its breach of clause 16.11.

The limitations and exclusions of liability in this clause 17 apply irrespective of how liability arises, whether in contract, equity, tort (including negligence), statutory duty or otherwise.

18. INSURANCE

18.1. The Contractor must effect and maintain insurance with a reputable insurer sufficient to cover its obligations under this Agreement for the Term and for three years after, including but not limited to its liabilities and indemnities under this Agreement.

18.2. Without limiting clause 18.1, the Contractor must effect and maintain during the term any insurance cover of the type and to the level specified in Schedule 1.

18.3. The Contractor must, on request, provide MPI with sufficient evidence of its insurance cover in relation to this Agreement.

19. DISPUTES

19.1. Except where a Party seeks urgent interlocutory relief, injunction, or specific performance, or has terminated this Agreement, neither Party may commence court proceedings against the other without the relevant Party first having lodged a Dispute Notice under this clause 19 and each Party having complied with clauses 19.2 to 19.6 inclusive.

19.2. Where any dispute, disagreement, question or difference (a "**Dispute**") arises between the Parties on any matter arising out of this Agreement, either Party (the "**Initiator**") may notify the other Party (the "**Recipient**") in writing of the Dispute (the "**Dispute Notice**"). The Dispute Notice must specify the Initiator's:

a) view of the facts of the Dispute;

b) legal position on the Dispute;

c) its suggestion for resolving the Dispute; and

d) representative authorised to resolve the Dispute.

19.3. The Recipient must respond to the Dispute Notice within five Business Days of receiving it. The Recipient's response must specify its:

a) view of the facts of the Dispute;

b) legal position on the Dispute;

c) its suggestion for resolving the Dispute; and

d) representative authorised to resolve the Dispute.

19.4. The Parties will enter into negotiations to resolve the Dispute within five Business Days of the Initiator receiving the Recipient's response.

19.5. Where the Parties are unable to negotiate a resolution to the Dispute within 20 Business Days of the Recipient's receipt of the Dispute Notice (or such other time as the Parties agree in writing), then clause 19.6 will apply.

19.6. The Parties will use best efforts to agree on a mediator and a fee for that mediator. However, if the Parties cannot agree within five Business Days of the expiry of the timeframe referred to in clause 19.5, the mediator will be selected, and the mediator's fee determined, by the Chair for the time being of the organisation known as Resolution Institute (or his/her nominee). Mediation will be conducted in all respects in accordance with the Resolution Institute standard mediation agreement, and the Parties will use their best efforts to ensure that mediation is commenced and conducted expeditiously.

19.7. Where mediation does not resolve the Dispute within 10 Business Days of mediation commencing, or if either Party fails to comply with clauses 19.2 to 19.6 inclusive, then without prejudice to each Party's right to commence court proceedings the Parties may agree to commence arbitration proceedings in accordance with the provisions of the Arbitration Act 1996.

19.8. The Parties agree that any mediation or arbitration which the Parties are required to attend shall be conducted in Wellington, New Zealand.

19.9. Pending settlement of the Dispute, the Parties will continue to perform their obligations under this Agreement as far as is practicable as if the Dispute had not arisen.

20. TERMINATION

20.1. Where either Party has a right to terminate this Agreement, that right shall be deemed to include at that Party's option the right to (i) terminate any severable part of this Agreement, and (ii) temporarily suspend in whole or in part the operation of this Agreement. In each case, the exercise of such a right is without prejudice to that Party's right to later terminate this Agreement in its entirety.

20.2. If the Term of this Agreement is 3 months or greater, MPI may terminate this Agreement by giving 20 Business Days' written notice to the Contractor.

20.3. Either Party may terminate this Agreement, immediately on written notice to the other Party, where the other Party commits a breach of this Agreement that:

a) is not capable of being remedied (in the reasonable opinion of the terminating Party) and has a material adverse effect on the terminating Party; or

b) is capable of being remedied, but has not been remedied to the terminating Party's reasonable satisfaction within 10 Business Days (or such longer period as the terminating Party may allow in writing) of the non-defaulting Party giving the defaulting Party written notice:

(i) stating the nature of the breach, what is required to remedy it and the time and date by which it must be remedied; and

(ii) which must be given within three months after the non-defaulting Party became aware of the breach.

20.4. MPI may terminate this Agreement immediately on written notice to the Contractor, if the Contractor:

a) becomes insolvent or bankrupt;

b) has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed;

c) becomes subject to any form of external administration;

d) becomes unable to pay its debts as they become due or is presumed to be unable to pay its debts under section 287 of the Companies Act 1993;

e) is, or will necessarily be, delayed in meeting a Milestone other than as permitted under clause 6.1;

f) is unable to perform its obligations for more than 20 Business Days due to an Extraordinary Event;

g) ceases to carry on business of the type or within the scope of which the Services fall, or if MPI is not satisfied that the Contractor's business or any aspect of it remains compatible with performance of the Services;

h) fails or is unable to rectify any deficiency in the Services uncovered by MPI as a result of an audit conducted under clause 24;

i) does something, or fails to do something, that, in MPI's opinion, results in damage to MPI's reputation or business, or the reputation or business of the New Zealand government;

j) has any Conflict of Interest that:

(i) in MPI's opinion is so material as to impact adversely on the delivery of the Services, MPI or the New Zealand government;

(ii) the Contractor failed to notify MPI of; or

(iii) in MPI's opinion, the Contractor is unable or unwilling to resolve or deal with as required by MPI acting reasonably;

k) assigns this Agreement other than in accordance with clause 27.7, or is subject to a change of Control; or

l) provides information to MPI that is misleading or inaccurate in any material respect.

20.5. MPI may terminate this Agreement:

a) on the giving of one month's notice in writing to the Contractor in the event that MPI undergoes a merger, amalgamation, restructuring, or other form of organisational change which results in the Services:

(i) no longer being reasonably required;

(ii) no longer being within the strategic mandate of MPI; or

b) immediately by giving notice to the Contractor that there has been a change in government policy or a change in appropriation under the Public Finance Act 1989; or

c) as provided for in clause 9.1 and clause 9.2.

21. EFFECT OF EXPIRY OR TERMINATION

21.1. On giving or receiving a notice of termination, the Contractor must:

a) stop providing the Services; and

b) immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Agreement.

21.2. On the End Date:

a) all payments outstanding or incurred prior to the End Date will become immediately due and payable on a daily pro-rata basis calculated up to the End Date;

b) MPI will only be liable to pay the Price that was due for Services or Deliverables provided before the End Date, and the Contractor will promptly provide MPI with a refund in respect of anything paid in respect of the period after the End Date;

c) each Party will on request of the other Party return to the other Party all of the other Party's property (including any Intellectual Property) and information (including Confidential Information) obtained under this Agreement, except:

i) for Intellectual Property whose license under this Agreement extends beyond the End Date; or

ii) for copies of information held for record keeping purposes only; or

iii) as otherwise permitted by this Agreement, and

d) each Party will deal with the property or information referred to in subclause (c) above in a manner reasonably requested by the other Party including (if requested by the other Party) providing a certificate from that Party's Technical Liaison to the effect that the obligation in paragraph (c) has been complied with.

21.3. All reasonable costs of returning the property of both Parties under clause 21.2 (c) and (d), will be borne by:

a) the non-terminating Party, if this Agreement was terminated under clause 20.3;

b) the Contractor, if this Agreement was terminated under clause 20.4;

c) the Party returning the property, in all other cases.

21.4. Expiry or termination of this Agreement will not:

a) prejudice any other rights and remedies of the Parties under this Agreement or otherwise provided by law; or

b) affect any part of this Agreement which expressly, or by its nature, survives termination or expiry, including clauses 14, 15, 16, 17, 18, 19, 21, 24, 25, 26 and 27.

21.5. The Contractor will, for such period as is required by MPI of up to 3 months before and after the End Date, provide all assistance and cooperation reasonably required by MPI to facilitate a smooth handover of the Services to MPI or any person appointed by MPI.

22. CONTACT PERSONS AND LIAISON

22.1. All matters or enquiries regarding the technical implementation or operation of this Agreement will be directed to MPI's Technical Liaison or the Contractor's Technical Liaison.

22.2. All general matters relating to this Agreement (including but not limited to matters concerning interpretation of this Agreement) will be directed to the MPI Contract Manager or the Contractor's Contract Manager.

22.3. If a reasonable attempt to contact the MPI Contract Manager or the MPI Technical Liaison in accordance with clause 22.1 or 22.2 is unsuccessful, enquiries can be directed to the person for the time being holding the office of Manager Procurement and Commercial Management.

22.4. If a reasonable attempt to contact a Contractor's Contract Manager or a Contractor's Technical Liaison in accordance with clause 22.1 or 22.2 is unsuccessful, enquiries can be directed to the Chief Executive or Managing Director of the Contractor.

22.5. Each Party may from time to time change the person designated as its Contract Manager and/or Technical Liaison on 10 Business Days' written notice to the other Party.

23. INSPECTION

23.1. The Contractor will ensure that MPI Personnel, agents, and contractors, have access, at any reasonable time and for any reasonable purpose in connection with the Services, free of charge, to any of the Contractor's property or premises relevant to this Agreement, and will ensure that any subcontracts confer on MPI an equivalent right of access for inspection.

24. RECORDKEEPING AND AUDIT

24.1. The Contractor must keep and maintain full, accurate and up to date records, including financial records, in relation to the provision of Services and all monies paid and payable by MPI under or in relation to this Agreement.

24.2. At any time during the term of this Agreement, or after the End Date where the Parties are in Dispute, any Personnel or authorised agent of MPI may conduct an audit for the purpose of:

a) determining the Contractor's level of compliance with this Agreement (including whether there has been a breach of this Agreement);

b) determining whether Services invoiced for by the Contractor have been supplied according to this Agreement; or

c) assisting in resolving a matter in Dispute between the Parties.

24.3. During an audit conducted under this clause 24, MPI may:

a) enter any premises of the Contractor or its subcontractors used in connection with provision of the Services at any reasonable time during Business Hours;

b) inspect any records held under clause 24.1 in relation to the provision of Services or any matter in dispute between the Parties;

c) meet with and/or contact and speak to any or all Personnel involved with provision of the Services.

24.4. The Contractor will, at its expense, provide appropriately qualified staff to assist MPI perform the tasks in clause 24.3 to conduct the audit under clause 24.2. MPI will pay all other reasonable costs incurred by the Contractor that are directly associated with the audit.

24.5. At least five Business Days prior to commencing an audit, MPI will notify the Contractor in writing of its intention to conduct an audit and of the intended scope and timing of the audit.

24.6. Where an audit conducted under clause 24.2 identifies any serious concern or material non-compliance with the terms of this Agreement, MPI may require an additional audit or audits or other reasonable inquiries to be carried out at the Contractor's expense (such expenses including MPI Personnel costs at external charge-out rates).

24.7. MPI will advise the Contractor in writing of the scope and timing of any additional audit or inquiries required under clause 24.6.

24.8. MPI will promptly notify the Contractor of the results of any audit conducted under clause 24.2 and/or clause 24.6. Where any deficiencies are identified in such an audit, the Contractor will promptly take steps to remedy the deficiencies.

25. NOTICES

25.1. Any notice or other communication under this Agreement will be deemed to be validly given if in writing and delivered by hand, registered mail, national post or international post, facsimile, or email (subject to the remainder of this clause 25) to the receiving Party's Contract Manager as specified in clause 3 of Schedule 1, as updated on written notice from that Party in accordance with clause 22.5.

25.2. Unless the contrary is shown, any notice will be deemed to have been given on the date when actually delivered personally or by registered mail, on the second Business Day following posting to a national address, on the seventh Business Day following international posting, on the date sent by facsimile transmission if transmitted before 5:00 pm or on the next Business Day if transmitted after 5:00 pm, and on the date that receipt of an emailed notice is acknowledged by the recipient personally (that is, not by any automatically generated system email).

25.3. The Parties agree that no notice required or permitted to be given pursuant to clause 19 (Disputes) or clause 20 (Termination) may be given by email.

26. EXTRAORDINARY EVENTS

26.1. Neither Party will be liable to the other for any failure to perform its obligations under this Agreement by reason of an Extraordinary Event. The benefit of this clause 26.1 does not extend to any Extraordinary Event if and to the extent that:

a) the effects of the event could have reasonably been prevented, avoided, overcome or mitigated by implementing reasonable precautions against the event;

b) the affected Party is or was directly responsible for the event;

c) the event is caused by:

(i) any failure of a contractor of the affected Party, except to the extent the contractor was itself affected by an event which, if it occurred in relation to a Party, would have been an Extraordinary Event;

(ii) a lack of funds for any reason;

(iii) the affected Party's own breach or negligence;

(iv) strikes, lockouts, or any other form of labour dispute or delay caused by contractual or labour relations between either Party and any of its Personnel, agents, contractors or suppliers.

26.2. The Party affected by an Extraordinary Event must:

a) notify the other Party, as soon as practicable after the Extraordinary Event occurs, of:

(i) the nature of the circumstances giving rise to the Extraordinary Event;

(ii) the extent of the affected Party's inability to perform under this Agreement;

(iii) the likely duration of that non-performance; and

(iv) the steps being taken to remedy, or reduce the impact of the Extraordinary Event;

b) use its best endeavours to avoid or remove the Extraordinary Event and to minimise and mitigate its effects on that Party's obligations; and

c) continue to perform its obligations under this Agreement as far as practicable.

26.3. MPI may, after consulting with the Contractor, make alternative arrangements to ensure performance of the Services during the period affected by the Extraordinary Event, including engaging alternative suppliers. If MPI makes alternative arrangements, it does so at its own cost.

27. MISCELLANEOUS

Entire agreement

27.1. This Agreement (including its Schedules, Attachment, all other documents specified in Schedule 1 as forming part of it and all amendments in accordance with clause 27.3) constitutes the entire agreement between the Parties and supersedes all prior agreements, representations, understandings and negotiations, whether written or oral of the Parties. The Parties acknowledge that they are not relying on any term, condition, representation or agreement that is not set out in this Agreement, unless such term or condition is implied by law.

Costs

27.2. Subject to any express provision in this Agreement to the contrary, each Party is to pay its own legal and other costs and expenses relating directly or indirectly to the negotiation and preparation of this Agreement.

Amendments

27.3. No amendments to this Agreement are effective unless they are in writing and signed by both Parties. Either Party may request an amendment under this clause by giving notice in writing to the other Party specifying the amendment sought and the reasons for it. The non-requesting Party must advise the requesting Party of its decision to accept or reject the requested amendment within 15 Business Days of receipt of the request.

Privity

27.4. Only a Party to this Agreement may enforce, and have any benefit of, this Agreement unless specifically provided otherwise in Schedule 1.

Relationship

27.5. Nothing in this Agreement creates an employment, fiduciary, partnership, agency or joint venture relationship between MPI and the Contractor. Neither Party has authority to bind or represent the other Party in any way or for any purpose. This Agreement is not an exclusive arrangement between the Parties and each may enter into contracts with third parties in respect of the same or similar Services and Deliverables.

Waivers

27.6. No waiver of any rights or benefits arising under this Agreement is effective unless it is in writing and signed by the Party waiving. A waiver of a breach does not prejudice the waiving Party's rights in respect of any other breach. No delay, failure or forbearance by the Parties to exercise (in whole or in part) any right, power or remedy under this Agreement will operate as a waiver.

Assignment

27.7. The Contractor may not assign any of its rights under this Agreement without MPI's prior written approval. MPI will not unreasonably withhold its approval.

Change of Control

27.8. The Contractor will notify MPI as soon as reasonably practicable of any expected change of Control of the Contractor, and notify promptly of any actual change of Control of the Contractor.

Severability

27.9. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be severed and the remainder of this Agreement will remain in full force and effect.

Counterparts

27.10. This Agreement may be executed in counterparts, meaning that execution will be complete when each Party holds a copy (which can be a faxed or emailed copy) of this Agreement signed by the other Party, even though the signatures of both Parties do not appear on the same copy.

Governing law

27.11. This Agreement, and its formation are governed by New Zealand law. Both Parties submit to the non-exclusive jurisdiction of the New Zealand courts.

27.12 The Contractor will comply with the Supplier Code of Conduct issued by the Procurement Functional Leader (available at www.procurement.govt.nz/broader-outcomes/supplier-code-of-conduct).

SCHEDULE 3: HEALTH & SAFETY REQUIREMENTS

1 DEFINITIONS

1.1 In this Schedule, unless the context requires otherwise:

"**Control Measures**" has the same meaning as in regulation 3 of the HSW (GR&WM) Regulations 2016;

"Critical Risks to Health and Safety" or "Critical Risks" means any acute, chronic, or catastrophic risk that has the potential for causing a fatal injury/illness, or serious physical or mental illness or injury;

"Health and Safety Management Plan" means a plan provided by the Contractor and accepted by MPI, for the management of risks and hazards relating to the Contractor's delivery of Services to MPI. This information may be provided in a single document, or Contractors can provide several documents which together form the plan. The plan should include the following matters:

(a) The health and safety risk register, specific to the contracted work and its operational requirements, including:
   i. Critical Risks and critical controls;
   ii. clearly assigned responsibilities for managing risks to health and safety;
   iii. evidence the Contractor has relevant critical controls in place that are comparable to MPI Health and Safety Risks and Critical Controls Information for MPI's Suppliers & Contractors;

(b) Any applicable standard operating procedures;
(c) Evidence that workers have relevant certification/training qualifications (as appropriate);
(d) Emergency procedures, specific to the contracted work and its location;
(e) Required personal protective equipment;
(f) The name of any and all Subcontractors and if applicable, volunteers, engaged to assist with the work;
(g) How any Subcontractors and volunteers will be managed by the Contractor, including how the Contractor will ensure that Subcontractors and volunteers have relevant critical controls in place that are comparable to MPI Health and Safety Risks and Critical Controls Information for MPI's Suppliers & Contractors.

"**High Actual or Potential Critical Risk Incident**" means any health and safety incident relating to the Services provided under this Agreement that includes exposure to an identified Critical Risk which either did or could have caused serious harm to a worker or other person;

"HSWA" means the Health and Safety at Work Act 2015;

"HSWA Legislation" means the HSWA and includes all regulations made under that Act, including but not limited to the HSW (GR&WM) Regulations 2016), and any other health and safety-related legislation relevant to the Contractor's supply of Services to MPI;

"**HSW (GR&WM) Regulations 2016**" means the Health and Safety at Work (General Risk and Workplace Management) Regulations 2016;

"MPI's Critical Controls for Health and Safety Critical Risks" means the document MPI Health and Safety Risks and Critical Controls Information for MPI's Suppliers & Contractors;

"Notifiable Event" has the same meaning as in section 25 of the HSWA;

"PCBU" means a person conducting a business or undertaking within the meaning of section 17 of the HSWA. For the purposes of this Agreement, both MPI and the Contractor are PCBUs and are required to consult, cooperate and coordinate their activities to meet their health and safety obligations to workers and others affected by the work in the delivery of the Services;

"**Worker**" means an individual who carries out work in any capacity for a PCBU within the meaning of section 19 of the HSWA.

1.2 Other terms used but not defined in this Agreement or this Schedule have the same meaning as in HSWA, where applicable.

1.3 Where this document requires the acceptance, or the agreement of a Party, such acceptance or agreement must not be unreasonably withheld.

2. COMPLIANCE WITH HEALTH & SAFETY LEGISLATION AND DIRECTIONS

2.1 During the Term MPI and the Contractor will:

(a) Consult, cooperate and coordinate activities to ensure that the Parties comply with their respective obligations under HSWA Legislation as they relate to this Agreement, including attending regular meetings with MPI to discuss health and safety matters;

(b) Perform its, and ensure its workers perform their, obligations under this Agreement in compliance with HSWA Legislation, including but not limited to the:

i. duties of a PCBU under ss36–43 of HSWA;
ii. duties relating to the identification of risks and implementation of Control Measures under the HSW (GR&WM) Regulations 2016;
iii. duties relating to the identification of hazards and implementation of Control Measures under the HSW (GR&WM) Regulations 2016.

2.2 The Contractor will comply with all reasonable directions of MPI relating to health and safety as notified from time to time on any matters not addressed in MPI's or the Contractor's health and safety policy and procedures, or in the Health and Safety Management Plan.

2.3 MPI acknowledges that any Worker engaged by the Contractor in the performance of the Services has a statutory right to cease or refuse to carry out unsafe work, as 'cease work' is defined under section 82 of the HSWA.

2.4 During the Term MPI may consult with the Contractor on any concerns it has on any matters not addressed in the Contractor's health and safety policy and procedures. This includes where MPI considers there are new, increased or previously unidentified risks; WorkSafe issues; or applicable best practice guidelines or policies.

3. HEALTH AND SAFETY RISK MANAGEMENT

3.1 During the Term the Contractor will:

(a) Maintain a general health and safety policy and practices that are appropriate to the nature of the Services provided to MPI;

(b) Comply with its health and safety policy and practices, and ensure its Workers also

comply;

(c) Identify, control, and regularly review all Critical Risks to Health and Safety and have relevant critical controls in place that are comparable to MPI Health and Safety Risks and Critical Controls Information for MPI's Suppliers & Contractors;

(d) Provide suitable assurance to MPI that:
  i. Critical Risks to Health and Safety in subcontracted activities are being appropriately identified, controlled, and reviewed;
  ii. The Sub contractor has critical controls in place that are comparable to MPI Health and Safety Risks and Critical Controls Information for MPI's Suppliers & Contractors;

(e) Consider any concerns raised by MPI under clause 2.4 and make changes to its health and safety documentation and procedures as it deems appropriate.

3.2 The Contractor will submit to MPI a draft Health and Safety Management Plan which includes the relevant information required in the definition of Health and Safety Management Plan in clause 1.1. The Health and Safety Management Plan will normally be provided before the commencement of the Services. In exceptional circumstances (e.g. natural disaster, biosecurity response) the Health and Safety Management Plan can be provided within 10 Business Days after commencing the provision of the Services. MPI will have the opportunity to review and comment on the draft plan and offer suggestions to the Contractor.

3.3 Having duly considered MPI's comments, the Contractor will finalise the Health and Safety Management Plan within a further 10 Business Days (or such longer period as MPI may accept in writing). The finalised Health and Safety Management Plan must be provided to MPI in a timely manner, normally before the commencing the provision of the Services.

3.4 Where a Health and Safety Management Plan is in place, the Contractor must comply, and ensure its Workers comply, with the plan at all times and in all circumstances. The Contractor must also review and if necessary, update the Health and Safety Management Plan as is reasonably required having regard to the Critical Risk for the Services provided under the Agreement, and:

(a) Following any Notifiable Event; and/or

(b) At any time the Contractor or MPI reasonably considers that new, increased or previously unidentified risks (particularly greater exposure to Critical Risks to Health and Safety) have arisen in the provision of Services.

3.5 If MPI does not accept the content of the Health and Safety Management Plan, then MPI in its sole discretion may:

(a) Suspend or terminate all or part of the Services under this Agreement, either permanently or until such time as the Health and Safety Management Plan has been accepted by MPI; or

(b) Refer the matter to the dispute resolution clauses under this Agreement.

3.6 During the Term MPI may request any changes to Health and Safety Management Plan that MPI considers are reasonably necessary to manage any new, increased or previously unidentified risks. Where new or increased costs would be incurred by the requested change, the Contractor may seek a variation to the Agreement to cover those costs. If the change to the plan cannot be accepted by MPI, then MPI may exercise any of the options set out in clause 3.5 above.

4. NOTIFYING EVENTS TO WORK SAFE NZ OR OTHER RELEVANT REGULATOR

4.1 During the Term the Contractor will ensure that all Notifiable Events (both incidents and injuries/illnesses) occurring during delivery of the Services are duly notified WorkSafe NZ or other relevant regulator in accordance with the requirements of section 56 of the HSWA.

5. HEALTH AND SAFETY REPORTING TO MPI

5.1 During the Term the Contractor will comply with the following health and safety reporting requirements:

(a) Notifiable Events:
Notifiable Events must be reported to MPI within one Business Day of the Contractor becoming aware of the event. Where WorkSafe or another relevant regulator has been notified the Contractor must also promptly provide a documented summary of that Notifiable Event and corrective actions that manage Critical Risks identified in the investigation to MPI.

(b) Contemporaneous reporting of High Actual or Potential Critical Risk incidents:
The Contractor must report any High Actual or Potential Critical Risk Incident to MPI as soon as practicable.

High Actual or Potential Critical Risk Incidents must be reported contemporaneously to your MPI Technical Liaison/Contract Manager via email or phone **and** via MPI's Safety and Wellbeing team via email address SafetyAndWellbeing@mpi.govt.nz.

(c) Ongoing health and safety reporting:
In addition to other reporting requirements, where the contract period exceeds 8 weeks the Contractor must deliver a documented regular report to MPI at agreed intervals while Services are being delivered. The report will summarise how health and safety is being managed. The report should include:

i. All health and safety incidents relevant to the contracted work;

ii. Pro-active health and safety measures being implemented to continuously improve health and safety Critical Risk management;

iii. Corrective actions identified for each High Actual or High Potential Critical Risk Incident, and whether these have been implemented, including any corrective actions taken as a result of any MPI or WorkSafe NZ or other relevant regulator audit or investigation, or any internal investigation resulting from a Notifiable Event;

iv. Any instances the Contractor becomes aware of where its Workers, in carrying out Services, have not complied with the requirements of this Agreement or the HSWA in relation to health and safety, or have not complied with the Contractor's health and safety policy or practices;

v. Current status of any injured Workers; and

vi. Any damaged property or environmental damage or pollution to the extent that it relates to a health or safety risk of the Services.

The regular report must be delivered to the MPI Contract Manager and MPI's Health, Safety and Wellbeing Directorate via email address SafetyandWellbeing@mpi.govt.nz.

6. NON-COMPLIANCE AND CORRECTIVE ACTIONS

6.1 If MPI becomes aware of a breach of the HSWA Legislation or these health and safety clauses by the Contractor or its personnel or Subcontractors in relation to the Services, MPI may, in its reasonable discretion, require the Contractor to do any one or more of the following:

(a) Remedy any breach of the HSWA legislation or this Agreement;

(b) Suspend or terminate all or part of the Services under this Agreement, until such time as the breach has been remedied and/or the health and safety risk eliminated or managed (and during any such period of suspension MPI is not required to make payment to the Contractor for the Services);

(c) If the breach relates to the acts or omissions of a Subcontractor, direct the Contractor to terminate or suspend the relevant subcontract;

(d) Make an amendment to the Health and Safety Management Plan to manage health and safety risks; and/or

(e) Refer the matter to dispute under Schedule 2: General Terms (Dispute Resolution).

6.2 In the event that the Contractor fails to remedy a breach or take any other action required by MPI under clause 6.1, MPI may terminate this Agreement under Schedule 2 of this Agreement. In this event, MPI's liability is limited to payment for Services performed in accordance with this Agreement up to and including the date on which MPI gave notice of the action required to be taken.

7. SUBCONTRACTORS

7.1 This clause applies in addition to any other clauses in this Agreement relating to Subcontractors.

7.2 MPI may, at any time during the Term, require the Contractor to:

(a) Conduct a health and safety pre-qualification or assurance process for all, or any particular, Subcontractors the Contractor proposes to use to deliver the Services. The pre-qualification process should ensure that critical controls are in place that are comparable to MPI Health and Safety Risks and Critical Controls Information for MPI's Suppliers & Contractors; and/or

(b) Submit a Health and Safety Management Plan, or amend an existing Health and Safety Management Plan, to address specific health and safety risks posed by the proposed use of the Subcontractor.

7.3 The Contractor must ensure that prior to the delivery of Services by any Subcontractor, the Subcontractor has been advised of, and complies with:

(a) Any specific site or project based health and safety requirements in delivering the Services; and

(b) Any health and safety directions given by MPI to the Contractor under clause 2.2.

8. RECORDS

8.1 The Contractor must keep all records required under the HSWA (and promptly provide them on request to MPI).

8.2 In addition to any records required under HSWA, the Contractor must keep records (and provide them on request to MPI) of:

(a) Health and safety Critical Risk management, including assurance activities that provide clear evidence that Critical Risks to Health and Safety are adequately controlled by the Contractor and any and all Subcontractors and volunteers at all times;

(b) Any health and safety incidents which have been investigated internally by the Contractor, or by WorkSafe NZ or other relevant regulator, relating to the Services (and the outcome of such investigations);

(c) Health and safety due diligence processes, and any associated documents, relating to the health and safety compliance and performance of Subcontractors used for the Services.

9. HEALTH AND SAFETY AUDIT AND INSPECTION

9.1 MPI may, at any time during the Term:

(a) Require the Contractor to provide information or documentation in relation to any matter concerning the Contractor's health and safety performance or compliance in relation to the Services, or relating to a health and safety incident or risk; or

(b) Carry out an audit of the Contractor's health and safety system as it relates to the Services.

9.2 At any reasonable time during Business Hours, MPI may carry out a physical inspection of any place of work that the Contractor is using or intends to use in connection with the supply of Services to MPI.

Ministry for Primary Industries
Manatū Ahu Matua

VARIATION OF SERVICES AGREEMENT

RELATING TO

WILDING CONIFER CONTROL

BETWEEN

Ministry for Primary Industries

AND

Southland Regional Council (Environment Southland)

CONTRACT NUMBER: C0038119
VARIATION NUMBER: 2

VARIATION dated **2026**

Parties	
Ministry for Primary Industries **(MPI)** Charles Fergusson Building, 38-42 Bowen Street, Wellington 6011	
and	
Southland Regional Council (trading as Environment Southland) **(Supplier)** Regional House, Corner Price Street and North Road, Invercargill, 9810	
Company number	Not applicable
NZBN	**9429041915844**

1. BACKGROUND

1.1 MPI and the Supplier are parties to a contract 1 July 2025 for Wilding conifer control ("**Contract**").

1.2 This variation provides a Price for the Contract for the 2026/2027 financial year.

1.3 The Parties wish to enter into this variation agreement to give effect to the circumstances described in paragraph 1.2 ("**Variation**").

2. VARIATION

2.1 **Effective Date**: The amendments to the Contract will, despite the date of this Variation, take effect on and from the date that this Variation is signed by both Parties ("**Effective Date**").

2.2 **Variation of the Contract**: With effect from the Effective Date, the Parties agree to vary the Contract as follows:

(a) This variation amends the table at Clause 5 of Schedule 1 for the 2026/2027 financial year and is replaced with the following table:

Financial Year	Price (excl. GST)
2025/26	$1,040,000
2026/27	**$760,000**
2027/28	TBC
2028/29	TBC
2029/30	TBC

(b) The total Charges due under the Contract are amended as follows, and the Additional Charges should be invoiced as per Clause 7.3 of Schedule 2 in the Contract:

Total Charges in original Contract & variations	**$1,040,000**
Additional Charges – Variation #2	**$760,000**
New total value for this Contract	**$1,800,000**

3. GENERAL

3.1 **Continuation of Contract**: Except as amended by this Variation, the Contract shall continue in full force and effect.

3.2 **Interpretation**: Terms not otherwise defined in this Variation have the meaning given to those terms in the Contract.

3.3 **Costs**: Each Party shall pay its own costs in respect of its entry into and negotiation of this Variation.

3.4 **Counterparts**: This Variation may be signed in one or more counterparts, each of which shall be deemed to be an original and when taken together shall constitute a single document.

3.5 **Governing law**: This Variation shall be governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of this Variation.

SIGNED

Acceptance	
For and on behalf of **MPI**:	For and on behalf of the **Supplier**:
_________________________________	_________________________________
Signature	Signature
Name: Stuart Anderson	Name:
Position: Deputy Director-General	Position:
Date: 15 July 2026	Date:

10.3 Feedback to Local Government Commission

Report by: Rachael Millar, Chief Advisor
Approved by: Stephen Hall, Chief Executive
Report Date: 26 August 2026

Purpose

To seek Council approval of the attached letter providing Environment Southland's feedback to the Local Government Commission on the two Southland local government reorganisation options being investigated and modelled.

Summary

On 28 July 2026, Council confirmed its regional function principles as the public framework for assessing local government reform options. Council also agreed in principle that, based on the information then available, a single Southland-wide unitary authority appeared more consistent with those principles than a two-unitary model, particularly in relation to catchment integrity, integrated planning, capability and continuity, regional cohesion and clear accountability. Council requested that staff prepare draft written feedback to the Commission using those principles as the assessment framework.

The attached letter gives effect to that direction. It supports robust modelling and further engagement before the Commission determines whether either option should progress, and identifies matters requiring closer examination, including local voice, regional and catchment-based functions, specialist capability, financial and transition implications, accountability and relationships with Ngāi Tahu ki Murihiku.

Finalisation of the feedback was timed to allow the recently released Te Uru Kahika report, ***Grounded**: Strengthening regional services at the right scale through local government reform,* to be considered and incorporated. The report provides further evidence about the scale at which regional functions are best delivered.

Feedback is due on 28 August 2026. The Commission agreed to Environment Southland providing the letter in draft, subject to formal Council confirmation following this meeting on 2 September 2026. The draft may therefore still be amended by Council at the meeting.

Recommendation

It is recommended that Council resolve to:

1. receive the report - Feedback to Local Government Commission.
2. approve the attached letter as Environment Southland's formal feedback to the Local Government Commission, subject to any amendments agreed at this meeting
3. authorise the Chair and Chief Executive to finalise and send the letter, including making any minor editorial changes required to reflect Council's discussion and resolutions.
4. note that the letter was provided to the Local Government Commission in draft before 28 August 2026, with the Commission's agreement, and that formal confirmation will follow Council's consideration on 2 September 2026

Background

The Commission is investigating two options: one Southland-wide unitary council supported by local boards, and two unitary councils, comprising an Invercargill unitary council and a Southland-Gore unitary council, each supported by local boards, with some regional functions managed jointly (see attached for further information).

The attached letter draws together Council's decisions of 28 July 2026, Environment Southland's financial modelling, themes from the Southland Local Government Summit, and further regional sector evidence. It does not represent unconditional support for every aspect of a single-unitary model. Representation, local board powers, rating arrangements, assets and debt, regulatory independence and transition would require further design and engagement.

Risks/Opportunities

Approving the letter provides the Commission with a clear, evidence-based statement of Council's position and the matters it expects to be tested through modelling and engagement. The principal risk is that Council's preference is interpreted as unconditional support for a particular final structure. This is addressed through the qualifications in the letter and its emphasis on further analysis, engagement and detailed design.

Views of affected parties

The feedback reflects material previously considered from the Southland Local Government Summit, regional partners and mana whenua. Further direct engagement will be required as the Commission develops the options.

Fit with strategic framework

OUTCOME	CONTRIBUTES	DETRACTS	NOT APPLICABLE
Managed access to quality natural resources	X		
Diverse opportunities to make a living	X		
Communities empowered and resilient	X		
Communities expressing their diversity	X		

Compliance with Significance and Engagement Policy

Approving the letter does not itself make a final decision on local government reorganisation, representation, rating, asset transfer or service levels. It therefore does not trigger the Significance and Engagement Policy. The matter is nevertheless of high public interest and is being considered in public.

Considerations

Financial implications

There are no direct financial implications from approving and submitting the letter. Any financial implications of reorganisation would need to be assessed through subsequent modelling and detailed design.

Legal implications

Approval of the letter does not predetermine Council's position on any future draft reorganisation plan or detailed design matters. Further statutory processes and consultation may be required if a proposal progresses.

Te Tiriti o Waitangi implications

The decision supports Council's previously confirmed principle that reform should protect and strengthen relationships with Ngāi Tahu ki Murihiku, give effect to relevant Te Tīriti and settlement obligations, and uphold existing Charter arrangements. The attached feedback asks that these matters be explicitly addressed through the Commission's modelling, engagement and option design.

Attachments

1. LGC Phase 2 - Overview of options for modelling [10.3.1 - 4 pages]
2. 2026 08 L - Draft letter to LGC re feedback on local govt reorg options [**10.3.2** - 4 pages]

Local Government Commission
Mana Kāwanatanga ā Rohe

Southland reorganisation options for modelling

The Local Government Commission has identified two potential options for local government in Southland. These options are:

- One Southland-wide unitary council, supported by council-wide local boards.
- Two unitary councils (an Invercargill unitary council; and a Southland-Gore unitary council) each supported by council-wide local boards

The Commission has not yet decided on a preferred option.

A brief explanation of unitary councils and local boards can be found here.

Option 1: One Southland-wide Unitary Council with Local Boards

This option would create **one council for the whole Southland region**, responsible for all regional and local government functions. The council would be supported by a network of **local boards** across Southland.

The council would make decisions on region-wide matters such as planning, transport and infrastructure, environmental management, and funding.

Local boards would represent communities across Southland and would have decision-making powers and allocated funding for local services and priorities, such as parks, community facilities, and local projects.

The Commission has not yet decided the detailed council structure for this option. Important aspects, including representation, governance arrangements and service delivery, will be considered through detailed modelling and upcoming community engagement.

As a starting point, the Commission suggests:

- A council of around 14-16 members, with around half elected from Invercargill, and half elected from the rest of Southland
- Ward-based representation
- Around nine local boards across Southland

Potential benefits for this option include:

- Reduced duplication across councils

- Improved coordination of regional planning and services
- Simpler governance arrangements
- A stronger regional voice on issues affecting Southland

Potential challenges for this option include concerns about:

- local communities having less direct representation
- Centralisation of decision-making
- Maintaining a balance between urban and rural interests

The potential benefits and challenges of this option, including any financial implications, will be explored further through modelling and engagement.

Option 2: Two Unitary Councils with Local Boards

This option would create **two councils**, responsible for both regional and local government functions within their areas:

- An Invercargill-based unitary council
- A Southland/Gore-based unitary council

Each council would make decisions on matters such as planning, transport and infrastructure, environmental management, and funding within the council area.

Each council would be supported by a network of **local boards** across each council, which would provide community representation and have decision-making powers and allocated funding for local services and priorities, such as parks, community facilities, and local projects.

Some functions that affect the wider Southland region, such as emergency management, regional transport planning, flood management, coastal management and biosecurity, would be managed together by the two councils through a **joint committee**.

The Commission has not yet decided the detailed council structure for this option. Important aspects, including representation, governance arrangements and service delivery, will be considered through detailed modelling and upcoming community engagement.

As a starting point, the Commission suggests:

- An Invercargill-based council with around 10-12 elected members, with either ward-based representation, at-large representation, or a mix of the two
- A Southland/Gore-based council with around 12-14 elected members, with ward-based representation
- Around two local boards for the Invercargill-based council
- Around seven local boards for the Southland/Gore-based council

Potential benefits for this option include:

- Maintaining local identity and community connections
- Strong local representation through councils and local boards
- Reduced duplication compared with current arrangements
- Improved coordination and planning within each council area

Potential challenges for this option include concerns about:

- Some duplication of services and decision-making remaining across both councils
- Coordination of regional functions and issues that affect both council areas
- Determining boundaries between the two councils and ensuring that communities of interest are appropriately represented

The potential benefits and challenges of this option, including any financial implications, will be explored further through modelling and engagement.

What happens now?

The Commission:

- Has engaged consultants MartinJenkins, to undertake financial modelling of both options
- Will engage with Southland councils, Ngāi Tahu ki Murihiku, key stakeholders and the wider Southland community, to understand views and preferences regarding both options.

Frequently Asked Questions

What is a unitary council?

A unitary council is a council that combines the functions and responsibilities of regional councils and district/city councils. This means that a single council is responsible both for regional matters (such as environmental management, flood protection and regional transport planning) and local matters (such as roads, parks, community facilities and local planning).

There are currently five unitary councils in New Zealand: Auckland Council, Gisborne District Council, Marlborough District Council, Nelson City Council and Tasman District Council.

What are local boards?

A local board is a locally elected body representing a defined community within a unitary council area. Local boards focus on local issues and priorities and have decision-making responsibilities and allocated funding for matters relating specifically to their area, such as local services, facilities, and projects.

Local boards provide for local representation and local decision-making, while the council focuses on council-wide matters and regulatory responsibilities.

How are local boards different from community boards?

Community boards are elected bodies with a focus on representing and advocating for their community. They may have decision-making responsibilities where these have been delegated to them by the council, and which may include the delegated power to spend allocated budgets.

Community boards are relatively flexible. Councils can establish or disestablish community boards; or change their boundaries and membership through representation review processes. Councils can also change the decision-making responsibilities and any allocated budgets delegated to community boards at any time.

Local boards are elected bodies that represent defined communities within a unitary council. They have decision-making responsibilities for local matters allocated to them and represent the interests of their communities as part of the wider council structure. They will have an allocated budget to be able to carry out their responsibilities. In general, local boards make decisions on local issues and services, while the council makes decisions on matters that affect the wider region.

Local boards are less flexible to change than community boards. They can only be established or disestablished through a reorganisation process. Changes to membership, and small changes to boundaries can be made through representation review processes, but more significant changes would require a reorganisation process.

Our reference: A1549019

28 August 2026

The Chair
Local Government Commission
Via email – lgc@lgc.govt.nz

Kia ora

Environment Southland feedback on options for Southland local government reorganisation

Thank you for the opportunity to comment on the two options the Local Government Commission is taking forward for further investigation and modelling: (1) one Southland-wide unitary council, supported by local boards; and (2) two unitary councils, comprising an Invercargill unitary council and a Southland-Gore unitary council, each supported by local boards, with identified regional functions managed through a joint committee.

Environment Southland supports robust modelling and further engagement before the Commission determines whether either option should progress. Our interest is in ensuring Southland's communities and environment continue to be well served, and that regional and catchment-based functions are located, funded and governed at the scale needed for them to succeed.

Southland Local Government Summit
Environment Southland hosted a Southland Local Government Summit on 14 July 2026 to support informed regional discussion about future arrangements. The summit brought together local government representatives, mana whenua, regional leaders and independent contributors to consider regional services, governance and representation, local voice and financial modelling. The discussion and key themes from the summit helped inform the regional function principles subsequently confirmed by Council on 28 July 2026.

Further material, including presentations and recordings, is available on our Southland Local Government Summit webpage.

Council position and regional function principles:
At its meeting on 28 July 2026, Council confirmed the following principles as its framework for assessing reform options:

1. **Function first -** Structure should follow what each function needs in order to be delivered well.
2. **Catchment integrity -** Natural systems should not be fragmented by governance boundaries.

For now
& our future

Cnr North Rd & Price St, Invercargill | DX No. YX20175 | Private Bag 90116, Invercargill 9840 | 03 211 5115 or 0800 76 88 45 | service@es.govt.nz | www.es.govt.nz

3. **Better outcomes, not just efficiencies -** Reform should improve delivery, resilience and environmental stewardship.
4. **Regional cohesion -** Future arrangements should support a strong regional voice and urban and rural Southland succeeding together.
5. **Strong local voice -** Communities need meaningful influence over local matters, with appropriate community representation.
6. **Efficiency and accountability -** Reform should reduce duplication and make better use of systems, people and capability.
7. **Enduring partnership -** Future arrangements should protect and strengthen relationships with Ngāi Tahu ki Murihiku; give effect to the intent and obligations arising from Te Tiriti o Waitangi, the Ngāi Tahu Deed of Settlement 1997 and the Ngāi Tahu Claims Settlement Act 1998; and uphold existing Charter arrangements.
8. **Capability and continuity -** Specialist expertise, leadership, institutional knowledge and regional stewardship/kaitiakitanga understanding should be preserved and strengthened.
9. **Clear accountability -** Future arrangements should be explicit about who decides, who pays and how regulatory independence is protected.

Based on the information currently available, Council considers a single Southland-wide unitary authority more consistent with these principles than a two-unitary model, particularly for catchment integrity, integrated planning, capability and continuity, regional cohesion and clear accountability. This is not unconditional support for every aspect of a single-unitary model. Representation, local board powers, rating arrangements, assets and debt, regulatory independence and transition would all require careful design and further engagement.

Assessment of the options:
***Option 1 provides the stronger starting point for regional functions*.** A Southland-wide authority would retain the present regional footprint and provide one accountable organisation for freshwater and catchment management, flood resilience, river management, biosecurity, natural hazards, environmental monitoring, regional planning and emergency management. These functions rely on integrated science, data, specialist capability and long-term relationships, and many do not align with territorial boundaries. A region-wide structure would also support a coherent Southland voice and better integration between environmental planning, land use, infrastructure and transport.

The option will only be credible if strong local voice is designed into it from the outset. Local boards would need meaningful and durable responsibilities, appropriate delegations and allocated funding, rather than serving primarily as advisory bodies. Representation must fairly reflect Southland's urban, rural and geographically dispersed communities while maintaining effective region-wide decision-making.

***Option 2 presents greater risks for regional delivery*.** Dividing Environment Southland's responsibilities between two organisations would require regional functions to be split, duplicated or coordinated across a new institutional boundary. A joint committee could assist coordination, but would not itself resolve operational delivery, funding, asset ownership, employment of specialist staff, regulatory responsibility or final accountability. The modelling should address all regional functions, including freshwater and integrated catchment management, environmental science and monitoring, natural hazards, regional planning and maritime navigation.

Financial modelling

Environment Southland has undertaken financial modelling to compare the relative financial implications of different structural options. The model is a decision-support tool rather than a forecast of rates or implementation costs. It assumes existing services broadly continue and tests potential savings, duplication and transition costs using a common baseline drawn from the four Southland councils' 2024-34 Long-term Plans.

We recognise that the Commission has commissioned its own independent financial modelling. Different data sources, assumptions and service-design scenarios may produce different results from Environment Southland's modelling. However, we expect several of the factors identified through our work to remain relevant, including the scale and timing of transition costs, the realistic scope for reducing corporate overheads, and the financial implications of dividing, duplicating or coordinating regional capability, systems and service delivery across two organisations. As we have sought to do, we encourage the Commission to make its assumptions transparent and show how sensitive the results are to different arrangements for regional functions.

The report on the model is available here: Understanding the Financial Model

Evidence from Grounded

We would also like to draw your attention to Te Uru Kahika's recently released report ***Grounded**: Strengthening regional services at the right scale through local government reform*. It provides a repeatable, function-by-function framework based on scale, specialist expertise, geography, cross-boundary effects, deliverability, local voice and accountability.

The report finds that most regional functions work best at regional or catchment scale and should generally transfer whole to a successor unitary authority. It highlights the risks of boundaries cutting across catchments, pest control geographies and functional networks; fragmenting scarce expertise; weakening funding bases; and disrupting relationships. It also emphasises that local voice, accountability and who pays must be deliberately designed into future arrangements.

These findings reinforce Council's view that the Commission's assessment should begin with the practical needs of each function and the outcomes sought, rather than treating governance structure as the starting point.

Matters for the Commission's modelling

For both options, Environment Southland asks that the modelling explicitly test:

- service outcomes, resilience and environmental stewardship, alongside efficiency;
- integrated catchment and region-wide delivery;
- the durability of local decision-making and community influence;
- preservation of specialist capability, institutional knowledge, data and operational continuity;
- the full cost and disruption of transition, including concurrent implementation of the new planning system;
- long-term funding, rating, asset, debt and insurance implications;
- clear responsibility for governance, funding, delivery and regulation; and
- protection and strengthening of relationships with Ngāi Tahu ki Murihiku, including Te Tīriti and settlement obligations and existing Charter arrangements.

If Option 2 remains under consideration, the Commission should also specify, function-by-function, who would deliver, govern and fund each service; how catchments and other regional systems would remain whole; who would employ specialist staff and own regional assets, systems and data; and how regulatory independence and final accountability would be protected.

We welcome the Commission's continued engagement with Southland councils, Ngāi Tahu ki Murihiku, communities and staff with practical service delivery experience. Environment Southland remains willing to provide technical information and work constructively with the Commission as its modelling and option design progresses.

Ngā mihi

J A McPhail
Chair

10.4 Electoral Voting Systems

Report by: Deborah O'Donnell, Governance Administrator
Approved by: Amy Kubrycht, General Manager People & Governance
Report Date: 2 September 2026

Purpose

This item is to allow Council to consider their preferred electoral system for the 2028 local government elections.

Summary

Legislation requires that all councils publicly notify their intended electoral system by 19 September 2026. No changes have been made to the legislation to reflect the proposed local government reform that is underway.

Recommendation

It is recommended that Council resolve to:

1. receive the report - Electoral Voting Systems;
2. adopt the XXXX electoral system for the 2028 local government elections, noting that Environment Southland may not be required to participate in this process;
3. direct staff to notify Council's preferred electoral system on the Environment Southland website.

Background

The Local Electoral Act 2001 sets out the statutory framework for local elections. Regardless of whether or not Environment Southland will be required to participate in this process in 2028, the legislation has not been amended to exempt any council from the requirements of the Act.

Section 27 of the Act provides that not later than 12 September in the year that is two years before the next triennial general election, Council may resolve to change the voting system for the next two triennial elections.

Council currently uses the first past the post (FPP) voting system, however Councillors may choose to change this to the single transferable vote (STV) system.

First Past the Post

Under the FPP voting system, voters tick beside the name of the candidate they wish to vote for and the candidate with the most votes wins. Where several positions are to be filled, each voter gets one vote for each vacancy, and candidates with the most votes are elected.

Single Transferable Vote

Under a STV voting system, instead of ticking the candidate, voters rank candidates in their order of preference. Voters would write “1” next to the name of their favourite candidate, “2” next to their second favourite candidate and so on. Voters can rank as many or as few candidates as they wish, regardless of whether it is a single member ward or multi member ward.

The votes are counted in stages. All first preference votes are counted first. To be elected, candidates must reach what is called the ‘quota’. When a candidate reaches the quota and is elected, a portion of the surplus votes go to their voters’ second choices. If no other candidates reach the quota and there are positions still to be filled, the candidate with the fewest votes is eliminated and their votes are transferred according to voters’ second choices.

These steps are repeated until all of the positions are filled. If voters didn't give any second or subsequent preferences, those votes cannot be transferred and the quota is recalculated to exclude the non-transferable votes. The 'quota' that must be reached in order for a candidate to be elected is calculated by dividing the total number of valid votes by the number of vacancies plus one.

All of the vote counting under STV is done by computer using specialist software. The Department of Internal Affairs developed the program (called the STV calculator). It has been independently audited and certified, as required by law.

There will be additional costs to Council of processing votes under STV.

Section 28(1) of the Act provides that not later than 19 September in the year that is two years before the next triennial election, Council must give public notice of the right to demand a poll on the electoral system to be used for the local authority elections.

Advice received from electionz.com on 28 July 2026 is that council is required to place this notice on its website in accordance with the Act, and they suggest including a clarifying comment in this notice. A draft copy of the notice is attached.

Risks/Opportunities

Not resolving these matters risks Council being in breach of the Local Electoral Act 2001 and subject to any consequences of this action.

Fit with strategic framework

OUTCOME	CONTRIBUTES	DETRACTS	NOT APPLICABLE
Managed access to quality natural resources			x
Diverse opportunities to make a living			x
Communities empowered and resilient	x		
Communities expressing their diversity	x		

Compliance with Significance and Engagement Policy

There are no issues within this report which trigger matters in this policy.

Considerations

Legal implications

If Council does not resolve this issue, it will be in breach of the Local Electoral Act 2001.

Te Tiriti o Waitangi implications

This paper does not seek decisions that directly affect mana whenua or Māori, and no specific engagement has been undertaken with Ngāi Tahu ki Murihiku rūnanga, Te Ao Mārama Inc., or Te Rūnanga o Ngāi Tahu.

Attachments

1. Public Notice Electoral System and Right to Dem [**10.4.1** - 1 page]

Electoral System and Right to Demand a Poll

This notice is provided as a legal requirement under section 28 of the Local Electoral Act 2001.

It should be noted that, given the review of local government currently underway, it is unlikely that Environment Southland will be required to participate in the electoral process in 2028.

Notice is given under section 28 of the Local Electoral Act 2001 that the First Past the Post (FPP) electoral system will continue to be used for the next triennial election of the Southland Regional Council (known as Environment Southland).

Electors of Environment Southland have a right to demand a poll on the electoral system to be used for the election of the Council. Should a valid demand for a poll be received by **11 December 2026**, a poll will be held no later than **28 March 2027** on whether the Single Transferable Voting or the First Past the Post electoral system will be used for the next triennial election of the Council. If a valid demand for a poll is received after **11 December 2026**, a poll will be held after **28 March 2027** with the outcome applicable for the 2031 and 2034 elections.

A valid demand must be:

- made in writing;
- signed by at least 5 percent of eligible electors of Environment Southland. This equates to 3,427 elector signatures;
- delivered to Environment Southland, corner of North Road and Price Street, Waikiwi, Invercargill by **5pm**, **Friday, 11 December 2026**.
- Every elector who signs a demand must also set out in it their full name and the address for which they are qualified as an elector of Environment Southland.

10.5 Annual Plan Correction

Report by: Marcus Roy, Strategy and Policy Manager
Approved by: Hayley Fitchett, General Manager Strategy and Regulation
Report Date: 26 August 2026

Purpose

To seek Council approval to correct two errors identified in the signed 2026/27 Annual Plan and to authorise publication of the corrected document.

Summary

Two errors have been identified in the designed version of the 2026/27 Annual Plan that was circulated for signing on 24 June 2026. The errors arose after preparation of the final draft version appended to the 24 June Council agenda.

Neither error changes the rates requirement, the approved budget totals or Council's underlying financial decisions. However, both should be formally corrected to ensure the published Annual Plan accurately reflects the information approved by Council. Staff therefore recommend that Council approve both corrections and authorise the corrected Annual Plan to be published on Environment Southland's website.

Recommendation

It is recommended that Council resolve to:

1. receive the report - Annual Plan Correction.
2. note that two errors have been identified in the designed and signed version of the 2026/27 Annual Plan;
3. note that neither error changes the approved rates requirement, budget totals or underlying financial decisions for 2026/27;
4. approve the correction of the Prospective Statement of Comprehensive Revenue and Expense on page 12 of the 2026/27 Annual Plan, replacing the incorrectly presented Long-term Plan operating surplus of $1.581 million with the correct figure of $763,000;
5. approve the correction of the Prospective Statement of Financial Position on page 14 of the 2026/27 Annual Plan so that the non-current asset categories are correctly presented;
6. authorise publication of the corrected 2026/27 Annual Plan on Environment Southland's website.

Background

The Annual Plan is a document that alters what was previously approved in Environment Southland's 2024-34 Long-term Plan (LTP).

The 2026/27 Annual Plan approved a reduction to the projected rates increase from 12.6% to a revised rates increase of 3.25%. It was approved on 24 June 2026.

However, between the version of the Annual Plan appended to the agenda on 24 June 2026 and the designed version being finalised and circulated to Council members for signing on the morning of 24 June 2026 two errors have arisen which need correcting.

The first error occurred on page 12 and incorrectly presented the anticipated operating surplus for 2026/27 contained in the Long-term Plan. The Annual Plan showed a Long-term Plan surplus of $1.581 million, whereas the correct figure is $763,000. This is a presentation error and does not affect the revised 2026/27 Annual Plan budget or rates requirement. Council is asked to approve correction of the figure to $763,000 as highlighted below in red.

Prospective Statement of Comprehensive Revenue and Expense
for the year ended 30 June 2027

Annual Plan 2025-26 $000		Notes	Annual Plan 2026-27 $000	Long-term Plan 2026-27 $000
	Revenue			
31,450	Rates revenue	1	32,473	36,767
6,248	Interest & dividends		6,414	6,161
4,182	Capital grants		6,107	-
653	Other gains / (losses)		850	584
12,743	Other revenue		13,079	13,393
55,276	Total revenue	2	58,923	56,906
	Expenses			
24,958	Employee benefit expense		25,516	25,904
1,217	Depreciation expense		986	1,504
389	Finance costs		409	1,495
24,785	Other expenses	3	28,188	27,239
51,349	Total operating expenditure		55,098	56,142
3,927	Operating surplus / (deficit)		3,825	763
	Other comprehensive revenue & expenditure			
-	Property, plant & equipment revaluation gain / (loss)		-	
3,927	**Total Comprehensive Revenue & Expenses**		**3,825**	763

The second error occurred on page 14 and relates to the presentation of the non-current asset categories in the Prospective Statement of Financial Position. The categories shown in the signed version were incorrect, although the associated financial totals were correct. Council is asked to approve replacement of the incorrect categories with those shown in the corrected table below.

Prospective Statement of Financial Position
as at 30 June 2027

Annual Plan 2025-26 $000		Notes	Annual Plan 2026-27 $000	Long-term Plan 2026-27 $000
	Current Assets			
792	Cash and cash equivalents		337	3,699
4,971	Trade and other receivables	2	4,522	4,607
81	Inventories		81	93
33,581	Managed funds		40,568	29,642
454	Prepayments		335	460
39,879	Total Current Assets		45,843	38,501
	Non-Current Assets			
8,721	Shares in subsidiary		8,721	8,721
22	Other financial assets		9	9
77,712	Property, plant and equipment		83,913	82,960
-	Borrower notes		580	-
90	Investment in related party	3	-	-
86,545	Total Non-Current Assets		93,222	91,690
126,424	**Total Assets**		**139,065**	**130,190**

Risks/Opportunities
Publishing an Annual Plan containing known errors creates legal, governance and reputational risk. Approving both corrections will ensure the published document accurately reflects Council's decisions and underlying financial information.

Views of affected parties
The views of affected parties were not sought to inform this report. The requested amendment reflects a necessary amendment to the previously approved Annual Plan. No specific advice or feedback has been sought from Ngāi Tahu ki Murihiku rūnanga.

Fit with strategic framework

OUTCOME	CONTRIBUTES	DETRACTS	NOT APPLICABLE
Managed access to quality natural resources	X		
Diverse opportunities to make a living	X		
Communities empowered and resilient	X		
Communities expressing their diversity	X		

Compliance with Significance and Engagement Policy

Correcting these presentation errors does not trigger the Significance and Engagement Policy. The corrections do not change the approved rates requirement, budget totals, levels of service or underlying financial decisions contained in the 2026/27 Annual Plan.

Considerations

Financial implications

There are no financial implications. This report is seeking to correct the misrepresented statements within the approved Annual Plan.

Legal implications

There are no legal implications that arise from correcting the two identified errors in the Annual Plan. Not correcting the errors would create a potential legal risk.

Te Tīriti o Waitangi implications

There are no Te Tīriti o Waitangi implications associated with this report as it seeks to correct an identified error that misrepresented actual information about Council's non-financial assets and upload the new version of the Annual Plan to the website.

Attachments

1. Annual Plan 2026-27 [**10.5.1** - 22 pages]

Investing in **Southland**

Whakangao ki Murihiku

Tahua ā-tau Annual Plan

2026-27

environment SOUTHLAND
REGIONAL COUNCIL
Te Taiao Tonga

Contents

Ka haea te ata
Ka hāpara te ata
Ka korokī te manu
Ka wairori te ngutu
Ko te ata nui
Ka horahia
Ka tangi te umere
a ngā tamariki
He awatea

The daybreak comes forth
The birds sing
Welcoming the great day
Spread before us
Joy unfolds
Behold a new day

Source: Te Tangi a Tauira, 2008

Cover: Waihōpai River

Your Councillors

Jeremy McPhail Chair
Eastern-Dome Constituency

Phil Morrison Deputy Chair
Invercargill-Rakiura Constituency

Roger Hodson
Invercargill-Rakiura Constituency

Lyndal Ludlow
Invercargill-Rakiura Constituency

Maurice Rodway
Invercargill-Rakiura Constituency

Eric Roy
Invercargill-Rakiura Constituency

Geoffrey Young
Invercargill-Rakiura Constituency

Alastair Gibson
Eastern-Dome Constituency

Paul Evans
Fiordland Constituency

Ewen Mathieson
Western Constituency

Jon Pemberton
Southern Constituency

David Rose
Hokonui Constituency

Message from the Chairman & Chief Executive

Kia ora and welcome to Tahua ā-tau Annual Plan 2026-27.

This Annual Plan was prepared against a backdrop of unprecedented change for local government.

The Resource Management Act 1991 is being replaced with two new laws: the Natural Environment Bill (environmental protection) and the Planning Bill (land use and development). The aim is to speed up infrastructure development, reduce compliance costs, and replace over 100 regional plans with 17 combined regional plans.

The Civil Defence Emergency Management Act 2002 is also being replaced with the Emergency Management Bill. The Bill aims to give effect to the Government's inquiry into the response to the North Island severe weather event and improve New Zealand's capacity and capability to deal with significant emergencies.

In May 2026, the Government introduced the Head Start Pathway to encourage councils to combine into unitary councils, as part of its Simplifying Local Government proposal, something that will affect both regional councils and territorial authorities.

The importance of regional-scale service delivery has been emphasised in the Government's reform announcements and the catchment- and regional-scale functions we undertake for the Southland community will remain – flood risk management, natural hazard and changing climate planning, catchment management, biosecurity and biodiversity.

Whatever shape reorganisation takes, we are committed to ensuring our functions are well set up for the future. This Annual Plan is part of that and the precursor to our long-term plan, currently in development.

At present, we are in a challenging operating environment: inflationary pressures, higher insurance premiums reflecting the increasing frequency and severity of weather-related events, geopolitical uncertainty affecting fuel/freight and supply chains, climate risk and associated increasing maintenance and renewal pressure on flood resilience infrastructure are all influencing our work.

At the same time, we recognise Southlanders are influenced by many of these factors too, with households and businesses continuing to face affordability pressures.

Affordability has been front of mind for Councillors in the development of the Annual Plan. The rates increase forecasted in the Long-term Plan 2024-34, for 2026-27 was 12.6%. Taking a prudent financial approach, the Council has reduced this to 3.25%.

The reduction in the rates increase was achieved through careful prioritisation of work programmes and matching their timing with Government policy settings, continued efficiency and productivity improvements, and prudent use of financial tools (including avoiding unnecessary debt drawdown and managing interest costs), while maintaining our levels of service and progress on priority work programmes.

Flood resilience remains a core priority and our relationship with central government has been pivotal to that. Recently the Government agreed to contribute $18 million (60% of the costs) towards improvements in the Ōreti, Aparima, Mataura and Te Anau catchments.

Environment Southland has a track record of getting this work done and our co-funding partnership with the central Government means we can progress flood resilient improvements far more quickly than we otherwise would, and reduce the overall cost to the community. Since 2020 the co-investment in Murihiku Southland's flood resilience totals $50 million.

On top of the physical works already underway, we'll be improving our flood intelligence — monitoring and modelling to better understand how our rivers behave and where the issues are, so we can plan smarter and improve the durability of Southland flood infrastructure. We will also be developing a plan for the whole Mataura catchment with partner and community input, combining engineered and nature-based solutions to reduce flood risks to communities, well into the future.

Other priorities for the Council are building our integrated land and water management approach to deliver long-term gains for improved water quality; biodiversity and biosecurity; and climate resilience.

We remain committed to ensuring the important functions we provide for the benefit of Southland and Southlanders will continue, for now and the future.

The Annual Plan 2026-27 was adopted by Council on 24 June 2026.

Jeremy McPhail
Chair
Environment Southland

Rob Phillips
Acting Chief Executive
Environment Southland

Your guide to

Tahua ā-tau Annual Plan 2026-27

The financial year beginning 1 July 2026 is the third year of Environment Southland's Long-term Plan 2024-34. The Long-term Plan sets out the Council's 10-year budget and work programme and is updated, in consultation with the community, every three years.

In each of the two years between Long-term Plans, the Council produces an Annual Plan. The purpose of the Annual Plan is to identify any changes to the coming year's budgets or work programmes from those forecasts in the Long-term Plan.

The 2026-27 financial year is characterised by imminent change to local government, inflationary and cost pressures, work programme prioritisation and spending restraint. There are no significant changes to the budget or work programmes which were outlined in the Long-term Plan; therefore, the Council has not formally consulted on this Annual Plan. However, Councillors are always open to the communities views and you are welcome to put them forward via service@es.govt.nz or by contacting your Councillor, directly.

This document is the formal and public statement of the Council's intentions in relation to matters covered by Tahua ā-tau the Annual Plan 2026-27, in accordance with Section 96 of the Local Government Act (2002).

The document sets out the following:

- a summary of how Tahua ā-tau the Annual Plan 2026-27 varies from the Long-term Plan 2024-34. The summary reflects our rates for 2026-27, noting that the average rate increase is 3.25% compared to the 12.6% forecast for this year in the Long-term Plan 2024-2034;
- a summary of how the Council plans to prudently manage its revenues, expenses, assets and liabilities; and
- the budget for 2026-27 and rates details for the year.

If you would like more information about the Council's community outcomes, groups of activities and levels of service, including the Council's policies for carrying out its work, please refer to the Long-term Plan 2024 2034. Copies are available on our website **es.govt.nz** (search Long-term Plan).

Copies are also available at libraries throughout the region and from Environment Southland's offices, corner of Price Street and North Road, Invercargill or call us on **0800 76 88 45** to have a copy sent to you.

Tahua ā-tau Annual Plan 2026-27:

How it differs from the Long-term Plan 2024-34

The 2026-27 financial year is Year three of the Long-term Plan 2024-34 (LTP). The LTP sets out a 10-year plan, with a focus on the first three years.

The LTP recognised there was a need to improve our flood resilience and, at the same time, to take into account increases in inflation and the cost of living for Southlanders. We budgeted, accordingly, with the best information we had at the time. Since then, the Council and our communities have been subjected to sustained inflationary and cost pressures, uncertain geopolitical circumstances, and the likelihood of local government reform.

Whatever shape local government takes, our functions will continue and we are planning with that in mind.

In the LTP the forecast was for a 12.6% rates increase for 2026-27, which was driven by a range of factors including a reduction in the use of reserves to offset rates, a planned increase in our flood protection work programme and the end of Government funding for our biodiversity work programme, alongside usual operating cost increases such as inflation, interest and asset funding (debt and depreciation). These continue to be the organisation's priorities, and the Annual Plan is consistent, to a significant and material extent, with the content of Year three of the LTP.

What's changed?

The table below depicts the key differences in income and expenses between what was contained in the LTP for the 2026-27 year and what is contained in this Annual Plan. The accompanying notes provide a brief explanation of the changes with further detail on key changes outlined in the following paragraphs.

	Notes	Long-term Plan 2026-27 $000	Annual Plan 2026-27 $000	Change $000
Income				
Rates	1	36,767	32,473	(4,294)
Other income	2	13,977	13,929	(48)
Interest & dividends		6,161	6,414	253
Capital grants	3	-	6,107	6,107
Total income		**56,906**	**58,923**	**2,018**
Expenses				
Employee expenses	4	25,904	25,516	(388)
Other expenses	5	30,238	29,582	(656)
Total expenses		**56,142**	**55,098**	**(1,044)**
Surplus/(deficit)		**763**	**3,825**	**3,062**
Capital investment	6	5,290	11,532	6,242
Net debt	7	24,614	11,663	(12,951)

Notes:

1 The LTP had adopted rates at 12.6%, however, Council elected to reduce this to 3.25% for the current year reflective of the current economic climate.

2 Minor change in budgeted other income.

3 Climate Resilience grants of $6.1 million budgeted for ongoing and new Flood Resilience work.

4 Minor change in employee expenses reflecting the ongoing vacancies across the organisation.

5 In order to reduce the rates, Council reviewed expenditure and the proposed programmes of work. These were prioritised and some were put on hold.

6 Includes capital expenditure of $10.2 million for Flood Resilience Government funded projects.

7 Forecast net debt decreases resulting from the capital grants received that were not forecast until year four of the LTP, and a tight view on cashflow to cover the forecast increase in Capital investment.

Projected reduction in marine fee

There has been a steady return of cruise ship visits and marine fees since the Covid-19 pandemic, with cruise ship visits estimated to bring in $2.2 million for the 2026-27 year, in comparison to the $2.76 million forecast for the 2026-27 year in the LTP. This income can only be spent on coastal activities.

Since the adoption of the LTP, several factors have changed. Notably, confirmation of the level of Government co-funding for flood resilience projects, the budgeted reduction in marine fee income of $560k and increasing insurance and other cost pressures.

These costs were offset to a degree with lower than budgeted interest rates, a reduction in depreciation costs due to timing changes in the capital works programme and an overall review and prioritisation of work programmes for the coming year.

Some funding has been set aside to support community requests for coastal activities aligning with the *Environment Southland Marine Fee Reserve Allocation Policy*.

The allocation schedule for the 2026-27 year is as follows:

Marine Fee Allocations	2026-27 year
Contribution to core coastal programmes (notably Harbour Management, Regional Coastal Plan, marine pests programme)	$1.6 million
Coastal science programme	$0.7 million
Community activity allocations	$0.04 million

Climate resilience work programme

The $6.1 million of funding included as capital grants is the Government contribution for flood resilience projects to improve the region's flood defences. This means that although the flood resilience funding from Government may appear on our income statements as additional funds, it is specifically targeted to flood resilience projects and cannot be used for any other Council activity.

While the LTP forecast debt for the flood resilience projects for the 2026-27 year was $24.6 million, the change in these projects' costs and expenditure over the previous financial years brings the forecast net debt for the 2026-27 year to $11.7 million.

Expenses

Expenses for the 2026-27 year are forecast to be $1 million lower than the LTP budget. This is due to the prioritisation of work programmes, ongoing vacancies across the organisation as well as delayed recruitment. The economic climate has substantially changed since the LTP budgets were created. This has formed the main underlying assumptions going into this annual plan. The budget reflects the adjustments needed to maintain Council's strategy of balancing the achievement of outcomes with ratepayer needs and prudent financial management.

Disclosure Statement

The purpose of this statement is to disclose the Council's planned financial performance in relation to various benchmarks to enable the assessment of whether the Council is prudently managing its revenues, expenses, assets, liabilities, and general financial dealings.

The Council is required to include this statement in the Annual Plan in accordance with the Local Government (Financial Reporting and Prudence) Regulations 2014 (the regulations) Section 101. Refer to the regulations for more information, including definitions of some of the terms used in this statement.

Benchmark			Planned	Met
1.	Rates affordability benchmark:			
	1a As % income	<60% total revenue	55% total revenue	Yes
	1b Rates increases	13%	3.25%	Yes
2.	Debt affordability benchmark:	<87.5% total revenue	20% total revenue	Yes
3.	Balanced budget benchmark:	100%	107%	Yes
4.	Essential services benchmark:	Nil	Nil	N/A
5.	Debt servicing benchmark:	10% Revenue	0.8%	Yes

1. Rates affordability benchmark

For this benchmark:

(a) the Council's planned rates income for the year is compared with a quantified limit on rates contained in the financial strategy included in the Council's Long-term Plan; and

(b) the Council's planned rates increase for the year is compared with a quantified limit on rates increases for the year contained in the financial strategy included in the Council's Long-term Plan.

The Council meets the rates affordability benchmark if:

(a) the planned rates income for the year equals or is less than each quantified limit on rates; and

(b) the planned rates increase for the year equals or is less than each quantified limit on rates increases.

2. Debt affordability benchmark

For this benchmark, the Council's planned borrowing is compared with a quantified limit on borrowing contained in the financial strategy included in the Council's Long-term Plan.

The Council meets the debt affordability benchmark if its planned borrowing is within each quantified limit on borrowing.

3. Balanced budget benchmark

For this benchmark, the Council's planned revenue (excluding development contributions, vested assets, financial contributions, gains on derivative financial instruments, and revaluations of property, plant, or equipment) is presented as a proportion of its planned operating expenses (excluding losses on derivative financial instruments and revaluations of property, plant, or equipment).

The Council meets the balanced budget benchmark if its revenue equals or is greater than its operating expenses.

4. Essential services benchmark

For this benchmark, the Council's planned capital expenditure on network services is presented as a proportion of expected depreciation on network services.

The Council meets the essential services benchmark if its planned capital expenditure on network services equals or is greater than expected depreciation on network services.

The essential service is for flood protection and control works. The assets for flood protection and control works are land assets, therefore have no depreciation. The requirement is to show the depreciation expense relative to capital expenditure. As there is no depreciation, the requirement of Schedule 6 of the regulations cannot be produced.

5. Debt servicing benchmark

For this benchmark, the Council's planned borrowing costs are presented as a proportion of planned revenue (excluding development contributions, financial contributions, vested assets, gains on derivative financial instruments, and revaluations of property, plant, or equipment).

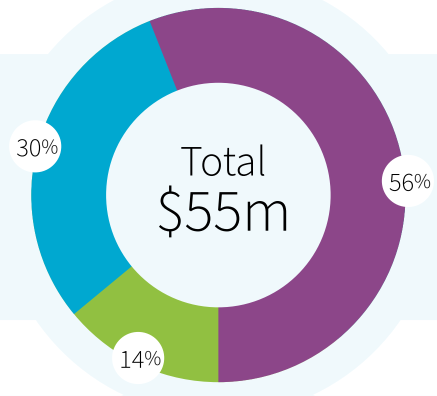
Because Statistics New Zealand projects that the Council's population will grow more slowly than the national population growth rate, it meets the debt servicing benchmark if its planned borrowing costs equals or is less than 10% of its planned revenue.

Financial Overview

The Annual Plan 2026-27 projects that the overall rate increase will be 3.25%. Individual rate amounts will vary as the overall rate is made up of a mix of land and capital value rates.

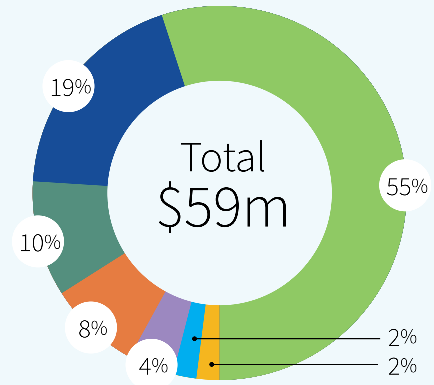
Operational expenditure by activity

- **Healthy Environment** $31m
- **Resilient Communities** $16m
- **Thriving Region** $8m



How we fund our activities

- **Rates** $32m
- **Fees & charges** $11m
- **Capital grants** $6m
- **South Port dividends** $5m
- **Investment income** $3m
- **Rental income** $1m
- **Levies & contributions** $1m



Benchmark	Healthy Environment $000	Resilient Communities $000	Thriving Region $000	Total $000
General Rates, UAGC & rates penalties	20,013	6,296	319	26,628
Targeted Rates	295	6,050		6,345
South Port Dividend			4,709	4,709
Capital Grants		6,107		6,107
Investment Income		148	2,406	2,554
Rental Income		1,259		1,259
Fees & Charges	7,130	3,295	9	10,434
Levies & Contributions	23	632	231	886
Total	**27,461**	**23,787**	**7,674**	**58,922**

Please refer to the Long-term Plan 2024-34 for further breakdown of each group of activity listed above.

Prospective Financial Statements

Prospective Statement of Comprehensive Revenue and Expense

for the year ended 30 June 2027

Annual Plan 2025-26 $000		Notes	Annual Plan 2026-27 $000	Long-term Plan 2026-27 $000
	Revenue			
31,450	Rates revenue	1	32,473	36,767
6,248	Interest & dividends		6,414	6,161
4,182	Capital grants		6,107	-
653	Other gains / (losses)		850	584
12,743	Other revenue		13,079	13,393
55,276	Total revenue	2	58,923	56,906
	Expenses			
24,958	Employee benefit expense		25,516	25,904
1,217	Depreciation expense		986	1,504
389	Finance costs		409	1,495
24,785	Other expenses	3	28,188	27,239
51,349	Total operating expenditure		55,098	56,142
3,927	Operating surplus / (deficit)		3,825	763
	Other comprehensive revenue & expenditure			
-	Property, plant & equipment revaluation gain / (loss)		-	-
3,927	**Total Comprehensive Revenue & Expenses**		**3,825**	763

The Annual Plan surplus of $3.8 million includes Government grants revenue of $6.1 million for flood protection projects. The grants are received specifically for our flood protection work and can only be spent on those projects.

Prospective Statement of Changes in Net Assets/Equity

for the year ended 30 June 2027

Annual Plan 2025-26 $000		Annual Plan 2026-27 $000	Long-term Plan 2026-27 $000
103,651	Opening equity	115,107	92,395
3,927		3,825	763
107,578	**Closing equity**	**118,932**	**93,159**

The opening Equity balance for the 2027 year has been adjusted to more accurately reflect the current financial position of the Southland Regional Council

Prospective Statement of Financial Position

as at 30 June 2027

Annual Plan 2025-26 $000		Notes	Annual Plan 2026-27 $000	Long-term Plan 2026-27 $000
	Current Assets			
792	Cash and cash equivalents		337	3,699
4,971	Trade and other receivables	2	4,522	4,607
81	Inventories		81	93
33,581	Managed funds		40,568	29,642
454	Prepayments		335	460
39,879	Total Current Assets		45,843	38,501
	Non-Current Assets			
8,721	Shares in subsidiary		8,721	8,721
22	Other financial assets		9	9
77,712	Property, plant and equipment		83,913	82,960
-	Borrower notes		580	-
90	Investment in related party	3	-	-
86,545	Total Non-Current Assets		93,222	91,690
126,424	**Total Assets**		**139,065**	**130,190**
	Current liabilities			
5,445	Trade and other payables		5,840	6,825
2,016	Employee entitlements		2,294	1,894
7,461	Total current liabilities		8,133	8,718
	Non-current liabilities			
11,385	Term debt		12,000	28,313
11,385	Total non-current liabilities		12,000	28,313
18,846	**Total Liabilities**		**20,133**	**37,031**
107,578	**Net Assets**		**118,932**	**93,159**
	Equity			
30,016	Retained earnings		35,756	16,449
30,389	Special reserves		30,502	28,793
47,173	Capital		52,674	47,917
107,578	**Total Equity**	4	**118,932**	**93,159**

The opening balances for the 2027 year have been adjusted to more accurately reflect the current financial position of the Southland Regional Council.

Prospective Statement of Cash Flows

for the year ended 30 June 2027

Annual Plan 2025-26 $000		Notes	Annual Plan 2026-27 $000	Long-term Plan 2026-27 $000
	Cash flows from operating activities			
	Cash was provided by (applied to):			
44,192	Receipts from customers		44,021	50,160
364	Interest received		314	400
4,709	Dividends received		4,709	4,709
(49,471)	Payments to suppliers and employees		(53,349)	(52,935)
(389)	Finance costs		(409)	(1,495)
-	Income tax paid		-	-
(594)	Net cash flow from operating activities		(4,714)	840
	Cash flows from investing activities			
	Cash was provided by (applied to):			
-	Proceeds from sale of other financial assets		-	-
623	Reduction of term investment		-	1,000
72	Proceeds from sale of property, plant and equipment		116	117
-	Foreign exchange gains / (losses)		-	-
90	Acquisition of shares / investments		92	90
-	Purchase of intangible assets		-	-
(9,817)	Purchase of property, plant and equipment		(11,532)	(5,290)
4,182	Grants for capital expenditure		6,107	-
(4,849)	Net cash flow from investing activities		(5,216)	(4,083)
	Cash flows from financing activities			
	Cash was provided by (applied to):			
-	Dividends paid to non-controlling interest		-	-
4,252	Drawdown / (Repayment) of borrowings		4,770	3,008
4,252	Net cash flow from financing activities		4,770	3,008
(1,192)	Net increase/(decrease) in cash and cash equivalents		(5,160)	(235)
1,984	Cash and cash equivalents at the beginning of the financial year		5,497	3,934
-	Net foreign exchange differences		-	-
792	**Cash and cash equivalents at the end of the financial year**		**337**	**3,699**

The opening cash balance for the 2027 year has been adjusted to more accurately reflect the current financial position of the Southland Regional Council.

Notes to the Prospective Financial Statements

1. Rating forecast comparative to LTP 2026-27

Annual Plan 2025-26 $000		Annual Plan 2026-27 $000	Long-term Plan 2026-27 $000	Compared to Long-term Plan Change $000	Change %
18,860	General rate	19,341	20,504	(1,164)	(5.68%)
6,514	Uniform annual general charge (UAGC)	6,787	7,524	(738)	(9.80%)
25,374		26,127	28,029	(1,901)	(6.78%)
1,136	Flood infrastructure investment rate	1,199	3,724	(2,526)	(67.82%)
-	Land sustainability rate				
4,651	Catchment rates	4,85	4,717	135	2.86%
289	Rabbit control rate	295	298	(2)	(0.77%)
6,076		6,346	8,739	(2,393)	(27.39%)
31,450	**Total rates**	**32,473**	**36,767**	**(4,295)**	**(11.68%)**

2. Disclosure of exchange and non-exchange transactions

The cash position was favourable to budget by $5.3m.
This is due to the timing of the debt drawdown.

Annual Plan 2025-26 $000		Annual Plan 2026-27 $000	Long-term Plan 2026-27 $000
	Revenue from non-exchange transactions		
31,450	Rates revenue	32,473	36,767
4,995	Levies and contributions	6,993	838
450	Rates penalties	500	350
-	Other revenue	-	-
36,895	Total revenue from non-exchange transactions	39,966	37,955
	Revenue from exchange transactions		
809	Local contributions	816	791
6,901	Interest and dividends	7,265	6,745
1,230	Rental Income	1,259	1,193
9,441	External recoveries	9,617	10,220
18,381	Total revenue from exchange transactions	18,957	18,949
55,276	**Total revenue**	**58,923**	**56,904**
	Current assets		
1,353	Receivables from non-exchange transactions (rates)	1,238	1,589
3,618	Receivables from exchange transactions	3,284	3,018
4,971	**Total trade and other receivables**	**4,522**	**4,607**

3. Breakdown of other expenses

Annual Plan 2025-26 $000		Annual Plan 2026-27 $000	Long-term Plan 2026-27 $000
	Other expenses		
10,146	Contractors & Consultants	11,532	10,733
5,164	River & Drainage works	5,288	5,359
2,483	Technology & Licencing	2,770	2,673
1,539	Grants & Contributions	2,341	1,385
561	Insurance	915	428
530	Civil Defence	530	552
377	Laboratory Services	667	681
200	Rates	205	206
170	Audit Costs	276	330
3,615	Other operating expenditure	3,664	4,892
24,785	**Total other expenses**	**28,188**	**27,239**

4. Prospective Schedule of Reserve Fund Movement

for the year ended 30 June 2027

	Opening balance $000	Transfers in $000	Transfers from $000	Closing balance $000
Special reserves				
Lease Area Reserves	7,101	351	782	6,670
Rating District Balances	5,079	-	12	5,067
Biosecurity / Biodiversity Accum Surplus	1,016	-	500	516
Catchment Integration Accum Surplus	1,404	-	834	570
Gravel Account Accum Surplus	136	-	-	136
Disaster Damage Reserve	2,000	-	-	2,000
Emergency Management Southland Reserve	446	6	-	452
AF8 Reserve	93	79	-	172
Orauea Disaster Damage Reserve	11	-	-	11
Waiau Disaster Damage Reserve	1,555	56	-	1,611
Makarewa Disaster Reserve	211	8	-	219
Ōreti Disaster Reserve	1,857	67	-	1,924
Mataura Disaster Reserve	1,589	57	-	1,646
Aparima Disaster Reserve	736	26	-	762
Waimatuku Stream Disaster Reserve	70	3	-	73
Invercargill Disaster Reserve	1,400	50	-	1,450
Te Anau Basin Damage Reserve	434	16	-	450
Vehicle Renewal Reserve	603	309	331	581
IT Transformation Reserve	296	-	300	(4)
Building Reserve	431	86	113	404
Lease Building Reserve	586	1	-	587
Plant Replacement Reserve	397	304	554	147
Infrastructural Assets Reserve	860	284	240	904
Pest Property Reserve	912	14	-	926
Pest Plant Reserve	96	-	-	96
Pest Disposals Reserve	299	-	-	299
General Funds	350	-	283	67
Coastal Rentals Reserve	748	117	95	770
Marine Fee Reserve	2,128	1,291	1,403	2,016
Total Special Reserves	32,841	3,125	5,464	30,502
Accumulated Comprehensive Revenue & Expense	**35,699**	**3,825**	**3,768**	**35,756**
Capital Reserves				
Capital Reserve	46,567	6,107		52,674
Total Capital Reserves	46,567	6,107		52,674
Total Reserves	**115,107**	**13,057**	**9,232**	**118,932**

Statement of Accounting Policies

Summary of Accounting Policies

Reporting Entity

Southland Regional Council is a Regional Council governed by the Local Government Act 2002.

The entity being reported on is the Southland Regional Council. Environment Southland ("the Council") is the brand name of the Southland Regional Council.

The prospective financial statements do not include the consolidated prospective financial statements of South Port New Zealand Limited (Council's Subsidiary) because the Council believes that the parent prospective financial statements are more relevant to users. The level of rate funding required is not affected by subsidiaries except to the extent that the Council obtains distributions from those subsidiaries. Distributions received from Council's subsidiary, South Port New Zealand Limited, are included in the prospective financial statements of the Council.

The primary objective of the Council is to provide goods or services for the community for social benefit rather than making a financial return. The Council has designated itself as a public benefit entity for financial reporting purposes.

The prospective financial statements of Council are to be adopted by Council on 24 June 2026.

Statement of Compliance

The financial statements have been prepared in accordance with the requirements of the Local Government Act 2002: Part 6, Section 98 and Part 3 of Schedule 10, which includes the requirement to comply with New Zealand generally accepted accounting practice (NZ GAAP).

The financial statements comply with Public Benefit Entity (PBE) standards. The financial statements have been prepared in accordance with Tier 1 PBE standards.

Basis of Preparation

The preparation of prospective financial statements requires management to make judgements, estimates and assumptions that affect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances.

The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised if the revision affects only that period or in the period of the revision and in future periods if the revision affects both current and future periods.

The prospective financial statements have been prepared on the basis of historical cost except for the revaluation of certain financial instruments. Cost is based on the fair values of the consideration given in exchange for assets. Accounting policies are selected and applied in a manner which ensures that the resulting financial information satisfies the concepts of relevance and reliability, thereby ensuring that the substance of the underlying transactions or other events is reported. The accounting policies set out below have been applied consistently to all periods presented in these prospective financial statements.

The prospective financial statements are presented in thousands of New Zealand dollars. New Zealand dollars are the Council's functional currency. All values are rounded to the nearest thousand dollars ($000). As the numbers are presented in thousands, small rounding differences may occur. These rounding differences are considered immaterial to the prospective financial statements as a whole. Comparative figures may be reclassified to reconcile with additional disclosures made in the current financial year.

Significant Accounting Policies

Revenue recognition

Revenue is recognised to the extent that it is probable that the economic benefits or service potential will flow to the Group and the revenue can be reliably measured, regardless of when the payment is being made. Revenue is measured at the fair value of the consideration received or receivable and represents receivables for goods and services provided in the normal course of business, net of discounts and GST.

Adoption of new and revised standards and interpretations

There are no new or revised accounting standards or interpretations adopted during the current year.

Revenue from non-exchange transactions

Rates Revenue

Rates are recognised as income when levied.

Grant Revenue and Subsidies

Grants and subsidies are recognised upon entitlement as conditions pertaining to eligible expenditure have been fulfilled. Government grants are recognised as income when eligibility has been established with the grantor agency.

The Council receives central Government contributions:

For	From
Regional Civil Defence	National Emergency Management Agency
Land Transport	Waka Kotahi New Zealand Transport Agency
Marine Oil Spills	Maritime New Zealand

Revenue from exchange transactions

Interest Revenue

Interest revenue is recognised on a time proportionate basis using the effective interest method.

Dividend Revenue

Dividend revenue is recognised when the right to receive payments is established on a receivable basis.

Rental Income

Rental income from operating leases is recognised on a straight-line basis over the term of the relevant lease.

Other Revenue – Full Cost Recovery

Rendering of Services

The Group revenue from the rendering of services is recognised by reference to the stage of completion of the transaction at balance date, based on the actual service provided as a percentage of the total services to be provided.

Revenue from port services is recognised in the accounting period in which the actual service is provided to the customer.

Fees and charges are recognised as income when supplies and services have been rendered.

Revenue relating to contracts and consent applications that are in progress at balance date is recognised by reference to the stage of completion at balance date.

Fees received from the following activities are recognised as revenue from exchange transactions:

- resource consent processing;
- pest animal contract work;
- grazing leases;
- consent monitoring;
- dividends, interest and rental income.

Other Gains and Losses

Net gains or losses on the sale of investment property, property plant and equipment, property intended for sale and financial assets are recognised when an unconditional contract is in place and it is probable that the Council and/or Group will receive the consideration due.

Taxation

The Council itself is not subject to income tax.

Goods and Services Tax

All revenues, expenses, assets and liabilities are recognised net of the amount of goods and services tax (GST), except for receivables and payables, which are recognised inclusive of GST.

Cash flows are included in the cash flow statement on a gross basis. The GST component of cash flows arising from investing and financing activities, which is recoverable from, or payable to, the taxation authority, is classified as operating cash flows.

Statement of Cash Flows

For the purpose of the Statement of Cash Flows, cash and cash equivalents include cash on hand, deposits held at call with banks, other short-term highly liquid investments with original maturities of three months or less, and bank overdrafts.

The following terms are used in the Statement of Cash Flows:

- operating activities are the principal revenue producing activities of the Group and other activities that are not investing or financing activities;
- investing activities are the acquisition and disposal of long-term assets and other investments not included in cash equivalents; and
- financing activities are activities that result in changes in the size and composition of the contributed equity and borrowings of the entity.

Financial assets

PBE Standards classify financial assets into three categories: financial assets mandatorily measured at fair value through surplus or deficit, amortised cost and financial assets at fair value through other comprehensive revenue and expenses.

Transaction costs are included in the value of the financial asset at initial recognition unless it has been designated at Fair Value through Surplus or Deficit (FVTSD), in which case it is recognised in surplus or deficit. The classification of a financial asset depends on its cash flow characteristics and the Council and Group's management model for managing them.

A financial asset is classified and subsequently measured at amortised cost if it gives rise to cash flows that are 'solely payments of principal and interest (SPPI)' on the principal outstanding and is held within a management model whose objective is to collect the contractual cash flows of the asset.

A financial asset is classified and subsequently measured at Fair Value through Other Comprehensive Revenue and Expenses (FVTOCRE) if it gives rise to cash flows that are SPPI and held within a management model whose objective is achieved by both collecting contractual cash flows and selling financial assets. Financial assets that do not meet the criteria to be measured at amortised cost or FVTOCRE are subsequently measured at FVTSD. However, the Council and Group may elect at initial recognition to designate an equity investment not held for trading as subsequently measured at FVTOCRE.

Initial recognition of concessionary loans

Loans made at nil or below-market interest rates are initially recognised at the present value of their expected future cash flow, discounted at the current market rate of return for a similar financial instrument.

Subsequent measurement of financial assets at amortised cost

Financial assets classified at amortised cost are subsequently measured at amortised cost using the effective interest method, less any expected credit losses (ECL). Where applicable, interest accrued is added to the investment balance. Instruments in this category include Investments (cash and fixed revenue), and Receivables and Accruals.

Subsequent measurement of financial assets at FVTOCRE

Financial assets in this category that are debt instruments are subsequently measured at fair value with fair value gains and losses recognised in other comprehensive revenue and expense, except ECL and foreign exchange gains and losses are recognised in surplus or deficit. When sold, the cumulative gain or loss previously recognised in other comprehensive revenue and expense is reclassified to surplus and deficit.

Financial assets in this category that are equity instruments designated as FVTOCRE are subsequently measured at fair value with fair value gains and losses recognised in other comprehensive revenue and expense. There is no assessment for impairment when fair value falls below the cost of the investment. When sold, the cumulative gain or loss previously recognised in other comprehensive revenue and expense is transferred to accumulated funds within equity. The Council and Group designate into this category all equity investments that are not held for trading as they are strategic investments that are intended to be held for the medium to long-term.

Subsequent measurement of financial assets at FVTSD

Financial assets in this category are subsequently measured at fair value with fair value gains and losses recognised in surplus or deficit. Interest revenue and dividends recognised from these financial assets are separately presented within revenue. Other than for derivatives, the Council and Group has no instruments in this category.

Expected credit loss allowance (ECL)

The Council recognises an allowance for ECLs for all debt instruments not classified as FVTSD. ECLs are the probability-weighted estimate of credit losses, measured at the present value of cash shortfalls, which is the difference between the cash flows due to Council in accordance with the contract and the cash flows it expects to receive. ECLs are discounted at the effective interest rate of the financial asset.

ECLs are recognised in two stages. ECLs are provided for credit losses that result from default events that are possible within the next 12 months (a 12-month ECL). However, if there has been a significant increase in credit risk since initial recognition, the loss allowance is based on losses possible for the remaining life of the financial asset (Lifetime ECL).

When determining whether the credit risk of a financial asset has increased significantly since initial recognition, the Council considers reasonable and supportable information that is relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis based on the Council's historical experience and informed credit assessment and including forward looking information.

The Council considers a financial asset to be in default when internal or external information indicates the entity is unlikely to pay its credit obligations in full.

Council measure ECLs on loan commitments at the date the commitment becomes irrevocable. If the ECL measured exceeds the gross carrying amount of the financial asset, the ECL is recognised as a provision.

Although receivables at 30 June 2025 were subject to the expected credit loss requirements of PBE IPSAS 41, no loss allowance has been recognised because any additional estimated allowance is trivial.

Financial liabilities

(a) Trade and other payables

Short-term creditors and other payables are measured at the amount payable.

(b) Borrowings

Borrowings on normal commercial terms are initially recognised at the amount borrowed plus transaction costs. Interest due on the borrowings is subsequently accrued and added to the borrowings balance.

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after balance date.

Borrowing costs are recognised as an expense in the period in which they are incurred.

(c) Borrowings LGFA

Borrowings are recognised initially at fair value. Subsequent to initial recognition, borrowings are stated at amortised cost, with any difference between cost and redemption value being recognised in the Statement of Comprehensive Revenue and Expense over the period of the borrowings, using the effective interest method. The carrying amount of borrowings reflects fair value as the borrowing finance rates approximate market rates.

Derivative financial instruments

Derivative financial instruments are used to manage exposure to interest rate risks arising from the Council's financing activities. In accordance with its Treasury Policy, the Council and Group do not hold or issue derivative financial instruments for trading purposes.

Derivatives are initially recognised at fair value on the date a derivative contract is entered into and are subsequently remeasured to their fair value at each balance date. As the derivatives are not hedge accounted, the resulting gain or loss is recognised in the surplus or deficit. The portion of the fair value of the derivative that is expected to be realised within 12 months of balance date is classified as current, with the remaining portion of the derivative classified as non-current

Inventories

Inventories are valued at the lower of cost and net realisable value. Cost is determined on a weighted average basis with an appropriate allowance for obsolescence and deterioration.

Property, plant and equipment

The Council has the following classes of property, plant and equipment:

(a) Operational assets

Operational assets include:

- Council owned land, buildings, rental land, rental buildings, motor vehicles and other plant and equipment; and
- South Port New Zealand Limited land, buildings and improvements, wharves and berths dredging, and plant, equipment and vehicles.

(b) Infrastructural assets

Infrastructural assets deliver benefits direct to the community and are associated with major flood protection and land drainage schemes. Infrastructural assets include flood banks, protection works, structures, drains, pump stations, bridges and culverts.

Cost

Property, plant and equipment are recorded at cost less accumulated depreciation and any accumulated impairment losses. Cost includes expenditure that is directly attributable to the acquisition of the assets. Where an asset is acquired for no cost, or for a nominal cost, it is recognised at fair value at the date of acquisition.

Depreciation

Operational and infrastructural assets, with the exception of land, are depreciated on either a straight line or diminishing value basis depending on the class of asset. Rates are calculated to allocate the cost depending on the class less estimated residual value over their estimated useful life.

The nature of infrastructural stopbanks and earthworks assets is considered equivalent to land improvements and as such they do not incur a loss of service potential over time. Accordingly, stopbanks and earthworks assets are not depreciated. Other infrastructural assets are depreciated on a straight-line basis to write off the cost of the asset to its estimated residual values over its estimated useful life.

Expenditure incurred to maintain these assets at full operating capability is charged to the surplus/(deficit) in the year incurred.

The following estimated useful lives are used in the calculation of depreciation:

Asset	Life
Operational Assets	
Land – Council	*Unlimited*
Buildings – Council	*2% - 10% DV*
Rental land - Council	*Unlimited*
Rental buildings - Council	*2% - 10% DV*
Other plant and equipment – Council	*2.5% - 15% DV/SL*
Motor vehicles - Council	*15% SL*
Land – South Port	*Unlimited*
Buildings – South Port	*2% - 7 % SL*
Plant and machinery – South Port	*2% - 33% SL*
Infrastructural Assets	
Stopbanks and earthworks	*Unlimited*
Bridges	*1% SL*
Large culverts	*1% - 2.5% SL*
Tide gate structures	*1% - 2.5% SL*
Pump Stations	*1% -10% SL*

The estimated useful lives, residual values and depreciation method are reviewed at the end of each annual reporting period.

Disposal

An item of property, plant and equipment is de-recognised upon disposal or recognised as impaired when no future economic benefits are expected to arise from the continued use of the asset.

Any gain or loss arising on de-recognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the surplus for the period the asset is de-recognised.

Impairment of property, plant and equipment

At each reporting date, the Council and Group reviews the carrying amounts of its tangible assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any). Where the asset does not generate cash flows that are independent from other assets, the Council and Group estimates the recoverable amount of the cash-generating unit to which the asset belongs.

Recoverable amount is the higher of fair value less costs to sell and value in use. Value in use is depreciated replacement cost for an asset where the future economic benefits or service potential of the asset are not primarily dependent on the asset's ability to generate net cash inflows and where the entity would, if deprived of the asset, replace its remaining future economic benefits or service potential.

In assessing value in use for cash-generating assets, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted.

If the recoverable amount of an asset (or cash-generating unit) is estimated to be less than its carrying amount, the carrying amount of the asset (cash-generating unit) is reduced to its recoverable amount. An impairment loss is recognised in surplus for the year immediately, unless the relevant asset is carried at fair value, in which case the impairment loss is treated as a revaluation decrease.

Where an impairment loss subsequently reverses, the carrying amount of the asset (cash-generating unit) is increased to the revised estimate of its recoverable amount, but only to the extent that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognised for the asset (cash generating unit) in prior years. A reversal of an impairment loss is recognised in surplus for the year immediately, unless the relevant asset is carried at fair value, in which case the reversal of the impairment loss is treated as a revaluation increase.

Employee Entitlements

Provision is made for benefits accruing to employees in respect of wages and salaries, annual leave and long service leave when it is probable that settlement will be required and they are capable of being measured reliably.

Provisions made in respect of employee benefits expected to be settled within 12 months, are measured at their nominal values using the remuneration rate expected to apply at the time of settlement.

Provisions made in respect of employee benefits which are not expected to be settled within 12 months are measured as the present value of the estimated future cash outflows to be made by the Council and Group in respect of services provided by employees up to reporting date.

Superannuation schemes

Defined Contribution Schemes

Obligations for contributions to Kiwisaver Schemes are accounted for as defined contribution superannuation schemes and are recognised as an expense in the surplus or deficit when incurred.

Provisions

Provisions are recognised when the Council and Group have a present obligation, the future sacrifice of economic benefits is probable, and the amount of the provision can be measured reliably.

The amount recognised as a provision is the best estimate of the consideration required to settle the present obligation at reporting date, taking into account the risks and uncertainties surrounding the obligation. Where a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows.

When some or all of the economic benefits required to settle a provision are expected to be recovered from a third party, the receivable is recognised as an asset if it is virtually certain that recovery will be received and the amount of the receivable can be measured reliably.

Equity

Equity is the community's interest in the Council and Group and is measured as the difference between total assets and total liabilities. Equity consists of a number of reserves to enable clearer identification of the specified uses that the Council makes of its accumulated surpluses.

Reserves are a component of equity generally representing a particular use to which various parts of equity have been assigned. Reserves may be legally restricted or created by Council.

The components of equity are capital lease area balances, special reserves, rating district balances and retained earnings.

Restricted and Council Created Reserves

Restricted reserves are a component of equity generally representing a particular use to which various parts of equity have been assigned. Reserves may be legally restricted or created by the Council.

Restricted reserves are those subject to specific conditions accepted as binding by the Council and which may not be revised by the Council without reference to the Courts or a third party. Transfers from these reserves may be made only for certain specified purposes or when certain specified conditions are met.

Also included in restricted reserves are reserves restricted by Council decision. The Council may alter them without references to any third party or the Courts. Transfers to and from these reserves are at the discretion of the Council.

Foreign currency

Foreign Currency Transactions

All foreign currency transactions during the financial year are brought to account using the exchange rate in effect at the date of the transaction. Foreign currency monetary items at reporting date are translated at the exchange rate existing at reporting date. Non-monetary assets and liabilities carried at fair value that are denominated in foreign currencies are translated at the rates prevailing at the date when the fair value was determined.

Exchange differences are recognised in surplus for the year in which they arise.

Budget amounts

The budget amounts are those approved by the Council at the beginning of the year in the Long-term Plan/ Annual Plan. The budget amounts have been prepared using accounting policies that are consistent with those adopted by the Council for the preparation of the financial statements. The budget figures are for Council only and do not include budget information relating to subsidiaries.

Allocation of overheads

The cost of service for each significant activity of the Council has been derived using the cost allocation system outlined below.

Direct costs are those costs directly attributable to a significant activity. Indirect costs are those costs that cannot be identified in an economically feasible manner with a specific significant activity.

Where possible costs are charged or allocated directly to the beneficiary of the service. The remaining indirect costs have been allocated on the following basis:

Corporate Management	*per staff member*
Information Technology	*per computer*
Council Servicing/ Secretarial	*allocated according to estimated use of services*
Administration	*per staff member*
Finance	*per staff member*

Critical accounting estimates and assumptions

In preparing these financial statements the Council and Group have made estimates and assumptions concerning the future. These estimates and assumptions may differ from the subsequent actual results. Estimates and judgements are continually evaluated and are based on historical experience and other factors, including expectations or future events that are believed to be reasonable under the circumstances.

Critical judgements

The estimates and assumptions that have a significant risk of causing material adjustment to the carrying amount of assets and liabilities are discussed below.

Classification of Property

The Council owns a number of properties that are held for service delivery objectives as part of the Council's various flood protection schemes. The receipt of market-based rental from these properties is incidental to holding these properties. These properties are accounted for as property, plant and equipment.

Prospective financial information

The financial information contained within this document is prospective financial information in terms of accounting standard PBE FRS 42 and complies with the standard. The purpose for which it has been prepared is to enable ratepayers, residents and any other interested parties to obtain information about the expected future financial performance, position and cash flow of the Council. The actual result achieved for any particular financial year is likely to vary from the information presented and may vary materially depending on the circumstances that arise during the period. The prospective financial information is prepared in accordance with Section 93 of the Local Government Act 2002. The information may not be suitable for use in any other capacity.

Estimates and judgements are continually evaluated and are based on historical experience and other factors, including expectation of future events that are believed to be reasonable under the circumstance.

Council is responsible for the prospective financial statements presented, including the appropriateness of the assumptions underlying the prospective financial statements and all other required disclosures.

PBE IFRS issued but not yet effective

PBE Standards and interpretations that have recently been issued or amended but are not yet effective and have not been adopted by Council for the Annual Plan are outlined below:

- NZ IFRS 18 – Presentation and Disclosure in Financial Statements; effective for periods commencing 1 January 2027.

Council expects to adopt the above standards in the period in which they become mandatory. Council anticipates that the above standards are not expected to have a material impact on the prospective financial statements in the period of initial application; however, a detailed assessment has yet to be performed.

Funding Impact Statement

for 2026-27

The Funding Impact Statement is in three separate parts:

- Whole of Council funding impact statement
- Rates funding impact statement for 2026-27
- Rates samples

Whole of Council Funding Impact Statement

for the year ended 30 June 2027

Annual Plan 2025-26 $000		Annual Plan 2026-27 $000	Long-term Plan 2026-27 $000
	Sources of operating funding		
25,824	General rates, uniform annual general charge and rates penalties	26,627	28,379
6,076	Targeted rates	6,346	8,739
-	Subsidies and grants for operating purposes	-	-
11,041	Fees and charges	10,848	11,828
6,248	Interest and dividends from investments	6,414	6,161
1,252	Local authorities fuel tax, fines, infringement fees and other receipts	1,731	1,215
50,441	Total operating funding (A)	51,966	56,322
	Applications of operating funding		
38,340	Payments to staff and suppliers	41,741	40,010
389	Finance costs	409	1,495
11,402	Other operating funding applications	11,963	13,133
50,131	Total applications of operating funding (B)	54,112	54,638
309	**Surplus / (deficit) of operating funding (A-B)**	**(2,146)**	**1,684**
	Sources of capital funding		
4,182	Subsidies and grants for capital expenditure	6,107	-
-	Development and financial contributions	-	-
4,252	Increase / (decrease) in debt	5,000	3,008
72	Gross proceeds from sale of assets	116	117
-	Lump sum contributions	-	-
-	Other dedicated capital funding	-	-
8,506	Total sources of capital funding (C)	11,224	3,125
	Applications of capital funding		
	Capital expenditure		
-	- to meet additional demand	-	-
8,379	- to improve the level of service	10,419	4,115
1,438	- to replace existing assets	1,114	1,175
(1,167)	Increase / (decrease) in reserves	(3,728)	(481)
165	Increase / (decrease) of investments	1,272	-
8,815	Total applications of capital funding (D)	9,077	4,809
(309)	**Surplus / (deficit) of capital funding (C-D)**	**2,146**	**(1,684)**
-	**Funding balance ((A-B)+(C-D))**	**-**	**-**

Reconciliation of Funding Impact Statement to Prospective Statement of Comprehensive Revenue and Expenses

for the year ended 30 June 2027

Annual Plan 2025-26 $000		Annual Plan 2026-27 $000	Long-term Plan 2026-27 $000
309	**Surplus / (deficit) of operating funding (A-B)**	(2,146)	1,684
	Add / (deduct)		
653	Increase / (decrease) in fair value of investment portfolio	850	584
-	Profit / (loss) disposal of assets	-	-
(1,217)	Depreciation expense	(986)	(1,504)
-	(increase) / decrease in provision for doubtful debts	-	-
4,182	Increase / (decrease) in subsidies and grants for capital expenditure	6,107	-
3,927	**Surplus / (deficit) Statement of comprehensive revenue**	**3,825**	**763**

Rates Funding Impact Statement
for 2026-27

This statement provides details of the types of rates Council intends to set including the categories of land that will be rated and the revenue collected for the rate.

This statement is based on the Revenue and Financing Policy and the budgets determined in this Annual Plan. Rates will be set by separate resolution of Council.

Rates equalisation

Land and capital value rates are calculated on equalised values. The three councils within Southland revalue their properties at different times, one per year on a rotating basis. Each year QV provides information to allow Council to determine what the values would be if there were a common valuation date across all the Councils. Council uses this information to adjust the rate so that each rating unit would be paying a similar amount of rates, as if all properties were valued on the same date.

General Rates

Categories of Rateable Land	Rates $ GST Incl	Calculation Basis	2026-27 Revenue $ GST incl
General Rates			
The General Rate is set differentially on the capital value of all rateable land in the Region. The differential categories are defined by the boundaries of each Territorial Authority and are set differentially for the purpose of equalising the rates.			
Southland District	46.24	per $100,000 capital value	$12,205,703
Gore District	45.96	per $100,000 capital value	$2,473,966
Invercargill City	49.73	per $100,000 capital value	$7,562,289
			$22,241,959

Uniform Annual General Charge

The Uniform Annual General Charge is a fixed amount per rating unit. It is part of the total general rate and set at a level that Council considers appropriate. For the 2024/25 year the rate as a percentage of total rate revenue is 21%, and is less than the 30% maximum percentage for fixed rates.

	161.00	Fixed amount per rating unit	**$7,804,556**

Targeted Rates

Categories of Rateable Land	Matters to define Categories	Rates $ GST Incl	Calculation Basis	2026-27 Revenue $ GST incl
Flood Infrastructure Investment Rate				
The Flood Infrastructure Investment targeted rate is set differentially on the capital value of all rateable land in the Region. The differential categories are defined by the boundaries of each Territorial Authority and are set differentially for the purpose of equalising the rates. The rate contributes funding to the Flood Protection and Control activity.				
Southland District		2.87	per $100,000 capital value	$756,538
Gore District		2.85	per $100,000 capital value	$153,355
Invercargill City		3.08	per $100,000 capital value	$468,708
				$1,378,600
River Management Rate (excluding Waiau catchment)				
The River Management targeted rate is set differentially on the capital value of rateable land. The differential categories are defined by the boundaries of each Territorial Authority and are set differentially for the purpose of equalising the rates. The rate contributes funding to the River Management activity.				
Southland District		9.30	per $100,000 capital value	$2,305,651
Gore District		9.24	per $100,000 capital value	$497,474
Invercargill City		10.00	per $100,000 capital value	$1,520,640
				$4,323,765
Rabbit Control Rate				
The Rabbit Control targeted rate is set differentially by location and assessed by rateable area, on all rating units greater than or equal to 4 hectares contained in the Southland region south of the Mimihau Stream and east of the Mataura River. The rate contributes funding to the Biosecurity activity.				
Southland District	where the land is situated	3.53	per hectare	$338,518
Gore District	where the land is situated	3.53	per hectare	$1,183
				$339,701

Categories of Rateable Land	Matters to define Categories	Ratio	Rates $ GST Incl	Calculation Basis	2026-27 Revenue $ GST incl
The Waiau Rating District targeted rate is set differently on the capital value of rateable land. The differential categories are determined according to classifications of the area of land within the rating district.					
Scheme 434 – Waiau Rating District					
C4	where the land is situated	1	218.74	per $100,000 land value	$5,778
D1	where the land is situated	600	979.54	per $100,000 land value	$34,925
D2	where the land is situated	125	204.07	per $100,000 land value	$24,062
E1	where the land is situated	10	4.10	per $100,000 land value	$805
E2	where the land is situated	60	24.61	per $100,000 land value	$6,582
E3	where the land is situated	700	287.16	per $100,000 land value	$13,029
F1	where the land is situated	1	0.10	per $100,000 land value	$693
F2	where the land is situated	4	0.41	per $100,000 land value	$165
F3	where the land is situated	35	3.63	per $100,000 land value	$14,178
					$100,218

Drainage Rates

Categories of Rateable Land	Matters to define Categories	Ratio	Rates $ GST Incl	Calculation Basis	2026-27 Revenue $ GST incl
Land Drainage Rates					

Council has 17 catchment rating schemes. Each scheme has its own differential rating categories and calculation basis for determining rates. The differential categories are determined according to agreed benefit having considered soil type, land contour, location, type of work undertaken and other appropriate matters.

For schemes that are in more than one territorial authority, land values are equalised.

Categories of Rateable Land	Matters to define Categories	Ratio	Rates $ GST Incl	Calculation Basis	2026-27 Revenue $ GST incl
Scheme 424 - Duck Creek					
A	where the land is situated	24	37.92	per hectare	$17,586
B	where the land is situated	20	31.60	per hectare	$24,499
C	where the land is situated	8	12.64	per hectare	$9,408
D	where the land is situated	4	6.32	per hectare	$3,610
E	where the land is situated	2	3.16	per hectare	$5,036
F	where the land is situated	1	1.58	per hectare	$3,901
					$64,041
Scheme 436 - Otepuni Creek					
A	where the land is situated	6	11.91	per hectare	$4,407
B	where the land is situated	5	9.93	per hectare	$5,194
C	where the land is situated	4	7.94	per hectare	$3,792
D	where the land is situated	3	5.96	per hectare	$2,744
E	where the land is situated	2	3.97	per hectare	$2,467
F	where the land is situated	1	1.99	per hectare	$811
					$19,417
Scheme 441 - Upper Waihōpai River					
A	where the land is situated	6	3.80	per hectare	$314
B	where the land is situated	5	3.17	per hectare	$444
C	where the land is situated	4	2.54	per hectare	$2,101
D	where the land is situated	3	1.90	per hectare	$3,564
E	where the land is situated	2	1.27	per hectare	$605
F	where the land is situated	1	0.63	per hectare	$164
					$7,192
Scheme 422 - Upper Waikawa River					
A	where the land is situated	15	10.47	per hectare	$3,119
B	where the land is situated	10	6.98	per hectare	$349
C	where the land is situated	9	6.28	per hectare	$2,586
D	where the land is situated	6	4.19	per hectare	$1,474
E	where the land is situated	3	2.09	per hectare	$1,584
					$9,113
Scheme 443 - Upper Waikiwi River					
A	where the land is situated	22	18.75	per hectare	$1,518

Categories of Rateable Land	Matters to define Categories	Ratio	Rates $ GST Incl	Calculation Basis	2026-27 Revenue $ GST incl
B	where the land is situated	12	10.23	per hectare	$4,929
C	where the land is situated	8	6.82	per hectare	$3,219
D	where the land is situated	6	5.11	per hectare	$2,225
E	where the land is situated	2	1.70	per hectare	$408
F	where the land is situated	1	0.85	per hectare	$109
U1	where the land is situated	20	17.05	per hectare	$2,466
U2	where the land is situated	10	8.52	per hectare	$442
					$15,317
Scheme 448 - Waituna Creek					
A	where the land is situated	8	7.64	per hectare	$3,686
B	where the land is situated	7	6.69	per hectare	$3,590
C	where the land is situated	6	5.73	per hectare	$20,471
D	where the land is situated	5	4.78	per hectare	$10,202
E	where the land is situated	3	2.87	per hectare	$2,608
F	where the land is situated	1	0.96	per hectare	$1,956
BCL	where the land is situated	1	0.00	per hectare	$-
BCM	where the land is situated	1	5.75	per hectare	$55,688
					$98,200
Scheme 978 - Clifton Drainage					
A	where the land is situated	20	17.02	per hectare	$3,515
B	where the land is situated	15	12.77	per hectare	$772
					$4,287
Scheme 435 - Lake Hawkins					
A	where the land is situated	5	322.90	per $100,000 land value	$110,803
B	where the land is situated	4	258.32	per $100,000 land value	$9,699
C	where the land is situated	1	64.58	per $100,000 land value	$10,835
					$131,337
Scheme 440 - Ōreti Rating District					
Land within Southland District Council					
A1	where the land is situated	3	87.76	per $100,000 land value	$42,319
A2	where the land is situated	2	58.51	per $100,000 land value	$42,442
A3	where the land is situated	2	58.51	per $100,000 land value	$5,363
A4	where the land is situated	2	43.88	per $100,000 land value	$71,120
A6	where the land is situated	1	29.25	per $100,000 land value	$2,732
C1	where the land is situated	3	111.40	per $100,000 land value	$31,747
C2	where the land is situated	2	74.27	per $100,000 land value	$8,876
C3	where the land is situated	1	37.13	per $100,000 land value	$10,829
C4	where the land is situated	1	29.71	per $100,000 land value	$19,530
C5	where the land is situated	1	27.85	per $100,000 land value	$1,637

Categories of Rateable Land	Matters to define Categories	Ratio	Rates $ GST Incl	Calculation Basis	2026-27 Revenue $ GST incl
Land within Invercargill City Council					
A2	where the land is situated	2	62.33	per $100,000 land value	$1,575
A7	where the land is situated	2	62.33	per $100,000 land value	$1,636
C1	where the land is situated	3	118.68	per $100,000 land value	$2,940
C2	where the land is situated	2	79.12	per $100,000 land value	$10,629
					$253,373
Scheme 445 - Waihōpai River					
Land within Southland District Council					
A	where the land is situated	9	62.54	per $100,000 land value	$2,984
B	where the land is situated	6	41.69	per $100,000 land value	$1,407
C	where the land is situated	4	27.80	per $100,000 land value	$4,593
D	where the land is situated	3	20.85	per $100,000 land value	$4,290
E	where the land is situated	2	13.90	per $100,000 land value	$3,557
F	where the land is situated	1	6.95	per $100,000 land value	$1,150
Land within Invercargill City Council					
A	where the land is situated	9	66.62	per $100,000 land value	$2,600
B	where the land is situated	6	44.42	per $100,000 land value	$4,779
C	where the land is situated	4	29.61	per $100,000 land value	$3,289
D	where the land is situated	3	22.21	per $100,000 land value	$1,414
E	where the land is situated	2	14.81	per $100,000 land value	$1,122
F	where the land is situated	1	7.40	per $100,000 land value	$138
					$31,321
Scheme 1080 - Makarewa Rating District					
Land within Southland District Council					
A2	where the land is situated	3	94.37	per $100,000 land value	$65,340
A3	where the land is situated	2	62.91	per $100,000 land value	$6,947
A4	where the land is situated	1	31.46	per $100,000 land value	$1,130
C2	where the land is situated	3	208.14	per $100,000 land value	$553
C3	where the land is situated	2	138.76	per $100,000 land value	$944
C4	where the land is situated	1	69.38	per $100,000 land value	$2,613
Land within Gore District Council					
A4	where the land is situated	1	31.43	per $100,000 land value	$152
					$77,678
Scheme 1101 - Mataura Rating District					
Land within Southland District Council					
A1	where the land is situated	1	43.33	per $100,000 land value	$1,519
A2	where the land is situated	1	43.33	per $100,000 land value	$3,002
C1	where the land is situated	5	145.32	per $100,000 land value	$61,152

Categories of Rateable Land	Matters to define Categories	Ratio	Rates $ GST Incl	Calculation Basis	2026-27 Revenue $ GST incl
C2	where the land is situated	3	87.19	per $100,000 land value	$38,903
C3	where the land is situated	2	58.13	per $100,000 land value	$75,174
C4	where the land is situated	1	29.06	per $100,000 land value	$24,008
C5	where the land is situated	5	145.32	per $100,000 land value	$28,920
Land within Gore District Council					
A3	where the land is situated	2	86.59	per $100,000 land value	$20,900
C1	where the land is situated	5	145.20	per $100,000 land value	$16,455
C2	where the land is situated	3	87.12	per $100,000 land value	$10,231
C3	where the land is situated	2	58.08	per $100,000 land value	$5,418
C4	where the land is situated	1	29.04	per $100,000 land value	$1,364
					$287,046
Scheme 1140 - Aparima Rating District					
A1	where the land is situated	4	16.10	per $100,000 land value	$1,470
A2	where the land is situated	3	12.07	per $100,000 land value	$4,325
A3	where the land is situated	20	80.47	per $100,000 land value	$28,395
C2	where the land is situated	2	55.50	per $100,000 land value	$20,916
C3	where the land is situated	1	27.75	per $100,000 land value	$9,080
					$64,186
Scheme 584 - Waimatuku Rating District					
C1	where the land is situated	3	38.23	per $100,000 land value	$6,405
C2	where the land is situated	2	25.48	per $100,000 land value	$2,034
C4	where the land is situated	1	15.93	per $100,000 land value	$30,892
F1	where the land is situated	1	4.16	per $100,000 land value	$6,255
F2	where the land is situated	1	4.99	per $100,000 land value	$4,289
F3	where the land is situated	1	4.58	per $100,000 land value	$9,120
					$58,995
Scheme 450 – Te Anau Basin Rating District					
C4	where the land is situated	10	2.72	per hectare	**$20,485**
Scheme 653 - Lower Waikawa River					
District Rated by Annual Maintenance targeted rate					
Where the land is situated and the provision of a service to the land			2.80	per hectare	**$3,110**

Rating dates

It is proposed that all rates be payable in one instalment by Friday, 27 November 2026, unless the ratepayer has entered into an approved payment arrangement with the Council and that no discount be provided for early payment.

It is further proposed that a 10% penalty will be imposed:

(i) on any current rates due but not paid by 5.00 pm on the due date;

(ii) on all rates in arrears unpaid at 1 January 2027 (this penalty excludes current rates);

(iii) on all rates in arrears as at 1 July 2027.

Rates Samples

The rate samples show indicative rating effects on sample properties for the 2026-27 year.

These figures are GST inclusive.

Location and Details	Rate	2025/26	2026-27	Change $
Lumsden sheep farm - 141.8543 ha	Capital Value	3,495,000	3,495,000	0
	General	1,614	1,616	2
	UAGC	156	161	5
	Biosecurity	0	0	0
	Land Sustainability	0	0	0
	Catchment	860	975	115
	Flood Infrastructure	97	100	3
	Total rates	**2,727**	**2,852**	**125**
Gore Dairy - 178.5852 ha	Capital Value	5,200,000	5,330,000	130,000
	General	2,368	2,450	81
	UAGC	156	161	5
	Biosecurity	0	0	0
	Land Sustainability	0	0	0
	Catchment	478	493	15
	Flood Infrastructure	143	152	9
	Total rates	**3,145**	**3,255**	**111**
Gore Rural - 180.246 ha	Capital Value	3,680,000	3,550,000	(130,000)
	General	1,676	1,632	(44)
	UAGC	156	161	5
	Biosecurity	0	0	0
	Land Sustainability	0	0	0
	Catchment	338	328	(10)
	Flood Infrastructure	101	101	0
	Total rates	**2,271**	**2,222**	**(49)**
Edendale Dairy - 117.258 ha	Capital Value	4,900,000	4,900,000	0
	General	2,262	2,266	3
	UAGC	156	161	5
	Biosecurity	0	0	0
	Land Sustainability	0	0	0
	Catchment	937	1,040	103
	Flood Infrastructure	136	140	4
	Total rates	**3,492**	**3,607**	**115**

Location and Details	Rate	2025/26	2026-27	Change $
Invercargill Lifestyle - 4.0006 ha	Capital Value	880,000	880,000	0
	General	420	438	18
	UAGC	156	161	5
	Biosecurity	0	0	0
	Land Sustainability	0	0	0
	Catchment	85	88	3
	Flood Infrastructure	25	27	2
	Total rates	**686**	**714**	**28**
Tussock Creek Dairy - 282.6786 ha	Capital Value	9,490,000	9,490,000	0
	General	4,382	4,388	6
	UAGC	156	161	5
	Biosecurity	0	0	0
	Land Sustainability	0	0	0
	Catchment	1,065	1,112	47
	Flood Infrastructure	264	272	8
	Total rates	**5,867**	**5,933**	**66**
Winton Housing - 0.0508 ha	Capital Value	500,000	500,000	0
	General	231	231	0
	UAGC	156	161	5
	Biosecurity	0	0	0
	Land Sustainability	0	0	0
	Catchment	47	46	(0)
	Flood Infrastructure	14	14	0
	Total rates	**447**	**453**	**6**
Gore Commercial - 0.0939 ha	Capital Value	1,290,000	1,530,000	240,000
	General	588	703	116
	UAGC	156	161	5
	Biosecurity	0	0	0
	Land Sustainability	0	0	0
	Catchment	118	141	23
	Flood Infrastructure	35	44	8
	Total rates	**897**	**1,049**	**152**
Gore Housing - 0.0852 ha	Capital Value	550,000	600,000	50,000
	General	251	276	25
	UAGC	156	161	5
	Biosecurity	0	0	0
	Land Sustainability	0	0	0
	Catchment	51	55	5
	Flood Infrastructure	15	17	2
	Total rates	**472**	**509**	**37**

Location and Details	Rate	2025/26	2026-27	Change $
Invercargill Housing - 0.0923 ha	Capital Value	650,000	650,000	0
	General	310	323	13
	UAGC	156	161	5
	Biosecurity	0	0	0
	Land Sustainability	0	0	0
	Catchment	63	65	2
	Flood Infrastructure	19	20	1
	Total rates	**547**	**569**	**22**
Invercargill Commercial - 0.1011 ha	Capital Value	3,600,000	3,600,000	0
	General	1,718	1,790	72
	UAGC	156	161	5
	Biosecurity	0	0	0
	Land Sustainability	0	0	0
	Catchment	346	360	14
	Flood Infrastructure	104	111	7
	Total rates	**2,324**	**2,422**	**98**
Invercargill Housing - 0.1064 ha	Capital Value	440,000	440,000	0
	General	210	219	9
	UAGC	156	161	5
	Biosecurity	0	0	0
	Land Sustainability	0	0	0
	Catchment	42	44	2
	Flood Infrastructure	13	14	1
	Total rates	**421**	**437**	**16**
Te Anau Housing - 0.083 ha	Capital Value	630,000	630,000	0
	General	291	291	0
	UAGC	156	161	5
	Biosecurity	0	0	0
	Land Sustainability	0	0	0
	Catchment	59	59	(0)
	Flood Infrastructure	18	18	1
	Total rates	**523**	**529**	**6**
Nightcaps Housing - 0.1012 ha	Capital Value	210,000	210,000	0
	General	97	97	0
	UAGC	156	161	5
	Biosecurity	0	0	0
	Land Sustainability	0	0	0
	Catchment	20	20	(0)
	Flood Infrastructure	6	6	0
	Total rates	**278**	**284**	**5**

Why isn't my rates increase in line with the overall increase in rates of 3.25%?

The individual rate amounts will vary as the overall rate is made up of a mix of land and capital value rates. The impact of these changes is lessened to a degree by the UAGC but changes in valuation relativities are likely to affect many properties.

Additional Disclosure Information

Rating base information	30 June 2025	Projected 30 June 2026
Land Value	$25,862,405,250	$25,998,129,300
Capital Value	$46,738,133,500	$46,993,539,750
Rating Units	51,843	51,998

What are my rates likely to be?

The following table displays indicative rates for the general rate, the flood infrastructure investment rate and the river management rate. With these, you can calculate these rates for your property for the coming year. Use your latest rating valuation and select the levy for your Council. The rates are GST inclusive.

To calculate the 2026-27 drainage rates, apply the drainage rate details (class) of your property and determine the calculation basis (e.g. land value or land area) and levy amounts applicable from the drainage rating tables provided.

For General Rate

Select your Council	Rates levy estimate	multiplied by	The capital value of your property	equals	Indicative 2026-27 General rate
Southland District	0.00046239	X		=	
Gore District	0.00045961	X		=	
Invercargill City	0.00049726	X		=	
Add UAGC					$161.00
Total General Rate				**$**	

For Flood Infrastructure Investment Rate

Select your Council	Rates levy estimate	multiplied by	The capital value of your property	equals	Indicative 2026-27 Flood Infrastructure Investment rate
Southland District	0.00002866	X		=	
Gore District	0.00002849	X		=	
Invercargill City	0.00003082	X		=	
Total Flood Infrastructure Investment Rate				**$**	

For River Management Rate (excluding Waiau catchment)

Select your Council	Rates levy estimate	multiplied by	The capital value of your property	equals	Indicative 2026-27 River Management rate
Southland District	0.00009298	X		=	
Gore District	0.00009242	X		=	
Invercargill City	0.00009999	X		=	
Total River Management Rate				**$**	

The makaurangi graphic – fingerprint (a universal symbol of identity) acknowledges tangata whenua and weaves together designs representing the four pou (pillars) of the Council's Long-term Plan consultation – cultural, environmental, economic and social.

ISBN – 978-1-991147-23-3
Publication number 2026/05

June 2026

environment SOUTHLAND REGIONAL COUNCIL Te Taiao Tonga

For **now** & **our future**

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10.6 Councillors' Meeting Schedule - September 2026

Report by: Jan Brown, Executive Officer
Approved by: Stephen Hall, Chief Executive
Report Date: 26 August 2026

Purpose

The purpose of this item is for Council to consider and approve the meeting schedule as shown on the following pages. It also provides an opportunity for Councillors to seek formal leave of absence from Council activities, if required.

Recommendation

It is recommended that Council resolve to:

1 receive the report - Councillors' Meeting Schedule - September 2026.

Background

The schedule has been prepared in accordance with current Council policy under the remuneration provisions contained in Schedule 7 of the Local Government Act 2002.

There have not been any additional leave of absence requests received during the month, but this item provides an opportunity for the meeting to receive verbal requests, if required.

Te Tīriti o Waitangi Implications

This paper does not seek decisions that directly affect mana whenua or Māori, and no specific engagement has been undertaken with Ngāi Tahu ki Murihiku rūnanga, Te Ao Mārama Inc or Te Rūnanga o Ngāi Tahu.

Attachments

1. Meeting Calendar - September 2026-1 [**10.6.1** - 5 pages]

Councillors Meeting Schedule - September 2026

Leave of Absence Requests (dates inclusive):
Cr Ludlow – 23-25 September 2026 and 27 October to 20 November 2026

Meeting	Venue	Date	Time	Council Representation	Fees/ Allowances: Meeting Fee	Fees/ Allowances: Mileage Allowance	Fees/ Allowances: Other
Retrospective							
Murihiku – Mana Whakahono ā Rohe Discussion	@ Murihiku Marae	Tuesday 23 July 2026	10.00 am	All Councillors	-	✓	
Mataura Water Overallocation Group meeting	@ ES	Tuesday 28 July 2026	1.00 pm	Chair McPhail	-	✓	
Extraordinary Meeting of Council	@ ES	Tuesday 28 July 2026	3.30 pm	All Councillors	-	✓	
Infrastructure NZ – Delivering for NZ: The INZ 2026 Manifesto Launch	@ Ascot Park Hotel	Wednesday 29 July 2026	5.00 pm	Cr Morrison	-	✓	
Great South Joint Shareholders Committee	@ Great South	Monday 3 August 2026	9.30 am	Chair McPhail	-	✓	
Community Awards Judging Meeting with staff	@ ES	Monday 3 August 2026	3.00 pm	Crs Mathieson & Rodway	-	✓	
LGNZ Regional Chairs, Mayors & Deputies Teams Meeting	Via Teams	Tuesday 4 August 2026	8.00 am	Chair and Deputy Chair	-	-	
Gore District Council Meeting	@ Gore	Tuesday 4 August 2026	10.00 am	Interested Councillors	-	-	
Council Workshop – Kānoa (Ōreti) Update	@ ES	Wednesday 5 August 2026	1.00 pm	All Councillors	-	✓	

Please note, those items with shading or with ~~strikethrough text~~ **–** indicate changes that have occurred since the last meeting schedule was approved by Council *T = Transport (mileage/air fares/etc) *A = Accommodation costs *R = Course/Conference registration costs E = Expenses incurred in association with visit

Councillors Meeting Schedule - September 2026

Leave of Absence Requests (dates inclusive):
Cr Ludlow – 23-25 September 2026 and 27 October to 20 November 2026

Meeting	**Venue**	**Date**	**Time**	**Council Representation**	**Fees/ Allowances**		
					Meeting Fee	**Mileage Allowance**	**Other**
Integrated Catchment Management Committee meeting with Catchment Liaison Committee Chairs	@ ES	Thursday 6 August 2026	1.00 pm to 3.00 pm	All Councillors	-	✓	
Official opening of the Maruawai Centre	@ Gore	Thursday 13 August 2026	12.00 noon	Interested Councillors	-	✓	
Southland Home Show	@ Invercargill	Saturday & Sunday 15-16 August 2026	All day	Available Councillors	-	✓	
LGC Teams meeting with all Councillors and Community Board members of Southland	Via Teams	Monday 17 August 2026	2.30 pm	Interested Councillors	-	-	
Resumption of Hearing – Navigation Safety Bylaws	@ ES	Thursday 20 August 2026	1.00 pm	Crs Ludlow, Rodway & Evans	-	✓	
Southland Civil Defence Emergency Management Group Workshop – AMPs	@ ES	Friday 21 August 2026	11.00 am to 12.30 pm	Cr Morrison	-	✓	
Visit to South Port	@ Bluff	Monday 24 August 2026	1.00 pm	Chair McPhail	-	✓	
Council caucus opportunity	@ ES And via Teams	Tuesday 25 August 2026	1.00 pm	All Councillors	-	✓	
Preparation for presentation to Select Committee	@ ES	Tuesday 25 August 2026	2.00 pm	Chair McPhail	-	-	
Presentation to the Select Committee	Via Teams	Thursday 27 August 2026	8.45 am	Chair McPhail	-	-	

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Councillors Meeting Schedule - September 2026

Leave of Absence Requests (dates inclusive):
Cr Ludlow – 23-25 September 2026 and 27 October to 20 November 2026

Meeting	Venue	Date	Time	Council Representation	Fees/ Allowances: Meeting Fee	Fees/ Allowances: Mileage Allowance	Fees/ Allowances: Other
September							
Community Awards Judging	As arranged	Tuesday 1 September 2026	As arranged	Crs Mathieson and Rodway	-	✓	
Council caucus opportunity Council meet with Executive *Morning tea break* Ordinary meeting of Council *Lunch break*	@ ES	Wednesday 2 September 2026	9.00 am 9.30 am 10.15 am 10.30 am 1.00 pm 1.30 pm	All Councillors	-	✓	
Investment Committee Council Workshop – Learning from our Land	@ ES	Thursday 3 September 2026	10.00 am 1.00 pm	All Councillors	-	✓	
Community Awards Judging	As arranged	Friday 4 September 2026	As arranged	Crs Mathieson and Rodway	-	✓	
Navigation Safety Bylaw Hearing Resumption	@ ES	Tuesday 8 September 2026	11.00 am	Hearing Panel	-	✓	
Council Workshop – Feedback on Investigation Reports Followed by De-escalation Training	@ ES @ Chamber	Thursday 10 September 2026	9.00 am 1.30 pm	All Councillors	-	✓	

Please note, those items with shading or with ~~strikethrough text~~ **–** indicate changes that have occurred since the last meeting schedule was approved by Council *T = Transport (mileage/air fares/etc) *A = Accommodation costs *R = Course/Conference registration costs E = Expenses incurred in association with visit

Councillors Meeting Schedule - September 2026

Leave of Absence Requests (dates inclusive):
Cr Ludlow – 23-25 September 2026 and 27 October to 20 November 2026

Meeting	Venue	Date	Time	Council Representation	Fees/ Allowances		
					Meeting Fee	Mileage Allowance	Other
Community Awards Judging	As arranged	Friday 4 September 2026	As arranged	Crs Mathieson and Rodway	-	✓	
Whakamana te Waituna Charitable Trust	Via Teams	Friday 11 September 2026	10.00 am	Cr Pemberton	-	✓	
Community Awards Judging	As arranged	Monday and Tuesday 14-15 September 2026	As arranged	Crs Mathieson and Rodway	-	✓	
Integrated Catchment Management Committee Council Workshop – Regional Spatial Planning Training #2	@ ES	Wednesday 16 September 2026	10.00 am 1.30 pm	All Councillors	-	✓	
Ōreti Landowner Information Event	@ Winton	Wednesday 16 September 2026	6.00 pm	All Councillors	-	✓	
Community Awards Judging	As arranged	Thursday & Friday 17 and 18 September 2026	As arranged	Crs Mathieson and Rodway	-	✓	
Community Awards Judging Meeting	@ ES	Monday 21 September 2026	2.00 pm	Crs Mathieson and Rodway	-	✓	
Council Workshop – Resource Management Reform	@ ES	Wednesday 23 September 2026	10.00 am	All Councillors	-	✓	

Please note, those items with shading or with ~~strikethrough text~~ **–** indicate changes that have occurred since the last meeting schedule was approved by Council *T = Transport (mileage/air fares/etc) *A = Accommodation costs *R = Course/Conference registration costs E = Expenses incurred in association with visit

Councillors Meeting Schedule - September 2026

Leave of Absence Requests (dates inclusive):
Cr Ludlow – 23-25 September 2026 and 27 October to 20 November 2026

Meeting	Venue	Date	Time	Council Representation	Fees/ Allowances: Meeting Fee	Fees/ Allowances: Mileage Allowance	Fees/ Allowances: Other
Regional Transport Committee meeting	@ CODC	Monday 28 September 2026	10.00 am	Crs Morrison and Gibson	-	✓	
AI and Microsoft Copilot Training	@ ES	Wednesday 30 September 2026	1.00 pm	All Councillors	-	✓	
October							
Strategy & Policy Committee Risk & Assurance Committee	@ ES	Thursday 1 October 2026	10.00 am 1.00 pm	All Councillors	-	✓	
Great South Joint Shareholders Committee	@ Great South	Friday 2 October 2026	9.00 am	Chair McPhail & CE	-	✓	
Regional Transport Committee Chairs (SI)	@ Christchurch	Monday 5 October 2026	All day	Crs Morrison & Gibson	-	✓	T
Southland Mayoral Forum	@ SDC	Friday 9 October 2026	10.00 am	Chair, Deputy Chair & CE	-	✓	
Council caucus opportunity Council meet with Executive *Morning tea break* Ordinary meeting of Council (includes adopt AR) *Lunch break*	@ ES	Wednesday 14 October 2026	9.00 am 9.30 am 10.15 am 10.30 am 1.00 pm	All Councillors	-	✓	

Please note, those items with shading or with ~~strikethrough text~~ **–** indicate changes that have occurred since the last meeting schedule was approved by Council *T = Transport (mileage/air fares/etc) *A = Accommodation costs *R = Course/Conference registration costs E = Expenses incurred in association with visit

10.7 Common Seal

Report by: Jan Brown, Executive Officer
Approved by: Stephen Hall, Chief Executive
Report Date: 26 August 2026

Purpose

This item lists the documents to which the Common Seal has been applied under approved delegation, as required by Council's Governance Policies.

Recommendation

It is recommended that Council resolve to:

1 receive the report - Common Seal.

Report

The following documents have had the Common Seal applied to them, under approved delegation, as per Council's Governance Policies:

27 July 2026
Deed of Lease of Farm Land
Southland Regional Council and Steven Gibbs

27 July 2026
Deed of Lease of Farm Land
Southland Regional Council and Russell Herbert Jack

27 July 2026
Deed of Lease of Farm Land
Southland Regional Council and Terrance Patrick Forde, Louise-Jane Fporde and Dylan Patrick Forde.

27 July 2026
Warrant to Act as a Biosecurity Authorised Person
Jacob Liam Barrett

27 July 2026
Warrant to Act as an Enforcement Officer
Jacob Thomas Read

Attachments

Nil

12 Public excluded business I He hui pakihi e hara mo te iwi

12.1 South Port Director Recruitment and Annual Meeting Matters

Report by: Patrick Ng, General Manager Corporate Services
Approved by: Stephen Hall, Chief Executive

Section under the act	The grounds on which part of the Council or committee may be closed to the public are listed in s48(1) of the Local Government Official Information and Meetings Act 1987 (the act)
Sub-clause and reason	S.7(2)(h) - to enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities.

12.2 Navigation Safety Bylaw Hearing

Report by: Liz Devery, Regional Planning Manager
Approved by: Hayley Fitchett, General Manager Strategy and Regulation
Report Date: 26 August 2026

Section under the act	The grounds on which part of the Council or committee may be closed to the public are listed in s48(1) of the Local Government Official Information and Meetings Act 1987 (the act)
Sub-clause and reason	S.7(2)(g) - to maintain legal professional privilege.