

**IAF FUNDING AGREEMENT**

**BETWEEN**

**KĀINGA ORA—HOMES AND  
COMMUNITIES**

**AND**

**KĀPITI COAST DISTRICT  
COUNCIL**

**FOR**

**ŌTAKI HOUSING  
DEVELOPMENTS**

**REFERENCE P160**

**Date:** 20/07/2022

RELEASED UNDER THE  
OFFICIAL INFORMATION ACT 1982

## AGREEMENT

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

### Part 1: Key Details

#### 1. Parties

##### **KĀINGA ORA**

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

##### **RECIPIENT**

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

#### 2. Background

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

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

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

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

##### **IAF process**

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

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

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

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

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

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

# Housing Development and Housing Outcomes

Name of Housing Development	
Name of Developer(s) (if known)	
Name of Landowner(s) (if known)	
Location (suburb and city)	
Territorial Authority region	
Total number of dwellings to be Completed (in aggregate)	
Delivery period for dwellings to be Completed	
Brownfield / Greenfield?	

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Type of Housing Outcome	Summary Description of Housing Outcome
Total number of dwellings to be Completed	
Number of dwellings to be Completed over each year	
A material number of dwellings to be Completed by December 2029	
Other housing outcomes	

6/1/20



Enabling Infrastructure Project(s)	Description
Transport Enabling Infrastructure Project – ANZAC Road	Upgrades to ANZAC Road.
Three Waters Enabling Infrastructure Project 1 – Upgrades to Potable Water Network	<p>Installation of two reservoirs:</p> <ul style="list-style-type: none"> <li>New 0.65 ML reservoir next to existing reservoir near Waitohu Valley Road</li> <li>New 5.5 ML reservoir, next to Ringawhata Road.</li> </ul> <p>Pumping Station upgrades:</p> <ul style="list-style-type: none"> <li>Upgrade existing water pumping station near County Road and Rahui Road.</li> <li>DN200 Rising Main along Rahui Road and Ringawhata Road to New 5.5ML Reservoir.</li> </ul> <p>New supply source:</p> <ul style="list-style-type: none"> <li>New Bore pumping station (Location TBC) complete with connecting pipeline (DN150-200m Long).</li> </ul> <p>Various upgrades to the water main network throughout Ōtaki.</p>
Three Waters Enabling Infrastructure Project 2 – Stormwater Upgrades	<p>Upgrading the Mangapouri Stream for resilience and a diversion of surface water to the north of the site to support the proposed residential development at 22 ANZAC Road.</p> <p><u>Rangiuru Road - No IAF funding requested</u></p> <p>Pipeline Network and stream improvements:</p> <ul style="list-style-type: none"> <li>DN225 replaced with DN600 Stormwater pipe, at 254 Rangiuru Road</li> <li>DN150 PE pipe, rising main along Rangiuru Road</li> <li>Downstream improvements</li> <li>Pump station:</li> <li>Construct new pumping station to service Rangiuru Road</li> </ul> <p><u>ANZAC Road - IAF funding requested</u></p> <p>Stream widening:</p> <ul style="list-style-type: none"> <li>Upgrade stream near proposed Anzac Road development (GW Te Awahohonu Drain) including culverts</li> </ul> <p>Diversion Channel:</p> <ul style="list-style-type: none"> <li>Surface water diversion channel (1000m) to prevent flows from the Cemetery above Anzac Road development</li> <li>Downstream improvements</li> </ul> <p>Feasibility Study:</p> <ul style="list-style-type: none"> <li>Feasibility study required</li> </ul> <p><u>Te Roto Road - No IAF funding requested</u></p> <p>Pipeline Network:</p> <ul style="list-style-type: none"> <li>DN600 Stormwater main along Te Roto Road</li> </ul> <p>Culverts:</p> <ul style="list-style-type: none"> <li>Replace existing 975mm Culvert with DN1500 Culvert</li> </ul> <p>Downstream improvements</p>
Three Waters Enabling Infrastructure Project 3 – Wastewater Upgrades	<p>Installation of a wastewater pump station and network infrastructure upgrades.</p> <p><u>Rangiuru Road - IAF funding requested</u></p> <p>Pump Station:</p> <ul style="list-style-type: none"> <li>Upgrade/Rebuild waste water pump station servicing Rangiuru Road</li> </ul> <p>Rising main:</p> <ul style="list-style-type: none"> <li>DN 200 new rising main near Riverbank Road</li> </ul> <p>Pipeline Network:</p> <ul style="list-style-type: none"> <li>DN200 upgrade main on Rangiuru Road</li> </ul> <p><u>ANZAC Road - IAF funding requested</u></p> <p>Pump Station:</p>



	<ul style="list-style-type: none"> <li>Upgrade/Rebuild waste water pump station at Raukawa Street</li> <li>Upgrade waste water pump station at Mateno Street (Rangatira Street)</li> </ul> <p>Rising mains:</p> <ul style="list-style-type: none"> <li>DN200 upgrade rising main along Raukawa Street</li> <li>DN 250 upgrade rising main intersection of Rangatira Street and Aotaki Street</li> </ul> <p>Pipeline Network:</p> <ul style="list-style-type: none"> <li>DN 300 upgrade main on Aotaki Street</li> <li>DN 450 upgrade main Aotaki Street</li> </ul> <p><u>Te Roto Road - IAF funding requested</u></p> <p>Pump Station:</p> <ul style="list-style-type: none"> <li>Upgrade waste water pump station at the Corner of Te Roto Road and Rahui Road</li> <li>Upgrade waste water pump station in County Road</li> <li>Upgrade waste water pump station in Arthur Street</li> </ul> <p>Rising mains:</p> <ul style="list-style-type: none"> <li>11m DN 200 upgrade rising main corner of Te Roto Road and Rahui Road</li> <li>DN 250 upgrade rising main near Rahui Road</li> <li>DN 250 upgrade rising main on Arthur Street and Dunstan Street</li> </ul> <p>Pipeline Network:</p> <ul style="list-style-type: none"> <li>DN225 upgrade main on Te Roto Road</li> <li>DN 350 upgrade main along Rahui Road and County Road</li> <li>DN 350 upgrade main on Mill Road</li> <li>DN 450 upgrade main on Dunstan Street</li> <li>DN 400 upgrade main on Waerenga Road, Atmore Avenue, Lemon Street and Miro Street</li> <li>DN 450 upgrade main on Riverbank Road</li> </ul> <p><u>Ōtaki Service Upgrade - IAF funding requested</u></p> <p>Main Pumping to WWTP (PS12):</p> <ul style="list-style-type: none"> <li>Upgrade waste water pump station at Riverbank Road near wastewater treatment plant</li> </ul>
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Table 6.1

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

IAF Funded Enabling Infrastructure Project(s)	Description
Transport IAF Funded Enabling Infrastructure Project – ANZAC Road	Upgrades to ANZAC Road.
Three Waters IAF Funded Enabling Infrastructure Project 1 – Upgrades to Potable Water Network	<p>Installation of two reservoirs:</p> <ul style="list-style-type: none"> <li>New 0.65 ML reservoir next to existing reservoir near Waitohu Valley Road</li> <li>New 5.5 ML reservoir, next to Ringawhati Road.</li> </ul> <p>Pumping Station upgrades:</p> <ul style="list-style-type: none"> <li>Upgrade existing water pumping station near County Road and Rahui Road.</li> <li>DN200 Rising Main along Rahui Road and Ringawhati Road to New 5.5ML Reservoir.</li> </ul> <p>New supply source:</p>

	<ul style="list-style-type: none"> <li>New Bore pumping station (Location TBC) complete with connecting pipeline (DN150-200m Long).</li> </ul> <p>Various upgrades to the water main network throughout Ōtaki.</p>
Three Waters IAF Funded Enabling Infrastructure Project 2 – Stormwater Upgrades	<p>Upgrading the Mangapouri Stream for resilience and a diversion of surface water to the north of the site to support the proposed residential development at 22 ANZAC Road.</p> <p><u>ANZAC Road - IAF funding requested</u></p> <p>Stream widening:</p> <ul style="list-style-type: none"> <li>Upgrade stream near proposed Anzac Road development (GW Te Awahonua Drain) including culverts</li> </ul> <p>Diversion Channel:</p> <ul style="list-style-type: none"> <li>Surface water diversion channel (1000m) to prevent flows from the Cemetery above Anzac Road development</li> <li>Downstream improvements</li> </ul> <p>Feasibility Study:</p> <ul style="list-style-type: none"> <li>Feasibility study required</li> </ul>
Three Waters IAF Funded Enabling Infrastructure Project 3 – Wastewater Upgrades	<p>Installation of a wastewater pump station and network infrastructure upgrades.</p> <p><u>Rangiorua Road - IAF funding requested</u></p> <p>Pump Station:</p> <ul style="list-style-type: none"> <li>Upgrade/Rebuild waste water pump station servicing Rangiorua Road</li> </ul> <p>Rising main:</p> <ul style="list-style-type: none"> <li>DN 200 new rising main near Riverbank Road</li> </ul> <p>Pipeline Network:</p> <ul style="list-style-type: none"> <li>DN200 upgrade main on Rangiorua Road</li> </ul> <p><u>ANZAC Road - IAF funding requested</u></p> <p>Pump Station:</p> <ul style="list-style-type: none"> <li>Upgrade/Rebuild waste water pump station at Raukawa Street</li> <li>Upgrade waste water pump station at Mateno Street (Rangitira Street)</li> </ul> <p>Rising mains:</p> <ul style="list-style-type: none"> <li>DN200 upgrade rising main along Raukawa Street</li> <li>DN 250 upgrade rising main intersection of Rangitira Street and Aotaki Street</li> </ul> <p>Pipeline Network:</p> <ul style="list-style-type: none"> <li>DN 300 upgrade main on Aotaki Street</li> <li>DN 450 upgrade main Aotaki Street</li> </ul> <p><u>Te Roto Road - IAF funding requested</u></p> <p>Pump Station:</p> <ul style="list-style-type: none"> <li>Upgrade waste water pump station at the Corner of Te Roto Road and Rahui Road</li> <li>Upgrade waste water pump station in County Road</li> <li>Upgrade waste water pump station in Arthur Street</li> </ul> <p>Rising mains:</p> <ul style="list-style-type: none"> <li>11m DN 200 upgrade rising main corner of Te Roto Road and Rahui Road</li> <li>DN 250 upgrade rising main near Rahui Road</li> <li>DN 250 upgrade rising main on Arthur Street and Dunstan Street</li> </ul> <p>Pipeline Network:</p> <ul style="list-style-type: none"> <li>DN225 upgrade main on Te Roto Road</li> <li>DN 350 upgrade main along Rahui Road and County Road</li> <li>DN 350 upgrade main on Mill Road</li> <li>DN 450 upgrade main on Dunstan Street</li> </ul>

	<ul style="list-style-type: none"> <li>DN 400 upgrade main on Waerenga Road, Atmore Avenue, Lemon Street and Miro Street</li> <li>DN 450 upgrade main on Riverbank Road</li> </ul> <u>Ōtaki Service Upgrade - IAF funding requested</u> Main Pumping to WWTP (PS12): <ul style="list-style-type: none"> <li>Upgrade waste water pump station at Riverbank Road near wastewater treatment plant</li> </ul>
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Table 6.2

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

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

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

## 7. Enabling Infrastructure Project(s) Milestones

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

	IAF Funded Enabling Infrastructure Project(s) Milestone Heading	Completion Date	Summary Description of Key IAF Funded Enabling Infrastructure Project(s) Milestone
<b>Transport IAF Funded Enabling Infrastructure Project – ANZAC Road</b>			
1.	Stage 1 (Early)	30 June 2024	Project implementation plan approved by Recipient and provided to Kāinga Ora. Delivery Plan agreed for Pre-Implementation and Implementation milestones.
2.	Stage 2 (Pre-Implementation)	TBC	To be agreed by way of a Delivery Plan.
3.	Stage 3 (Implementation)	TBC	To be agreed by way of a Delivery Plan.
4.	Practical Completion	31 July 2026	Certificate of practical completion issued.
<b>Three Waters IAF Funded Enabling Infrastructure Project 1 - Upgrades to Potable Water Network</b>			
5.	Stage 1 (Early)	31 December 2022	Concept design for reservoirs complete, which identifies potential land requirements. Land acquisition for reservoirs complete. Delivery Plan agreed for Pre-Implementation and Implementation milestones.
6.	Stage 2 (Pre-Implementation)	TBC	To be agreed by way of a Delivery Plan.
7.	Stage 3 (Implementation)	TBC	To be agreed by way of a Delivery Plan.
8.	Practical Completion	31 December 2025	Certificate of practical completion issued.
<b>Three Waters IAF Funded Enabling Infrastructure Project 2 - Stormwater Upgrades</b>			
9.	Stage 1 (Early)	31 January 2023	Project implementation plan approved by Recipient and provided to Kāinga Ora. Delivery Plan agreed for Pre-Implementation and Implementation milestones.
10.	Stage 2 (Pre-Implementation)	TBC	To be agreed by way of a Delivery Plan.



11.	Stage 3 (Implementation)	TBC	To be agreed by way of a Delivery Plan.
12.	Practical Completion	31 December 2026	Certificate of practical completion issued
<b>Three Waters IAF Funded Enabling Infrastructure Project 3 – Wastewater Upgrades</b>			
13.	Stage 1 (Early)	31 December 2023	Concept design complete, which identifies potential land requirements. Land acquisition complete. Delivery Plan agreed for Pre-Implementation and Implementation milestones.
14.	Stage 2 (Pre-Implementation)	TBC	To be agreed by way of a Delivery Plan.
15.	Stage 3 (Implementation)	TBC	To be agreed by way of a Delivery Plan.
16.	Practical Completion	31 December 2027	Certificate of practical completion issued

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

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

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

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

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

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

Agreement and signing of a Delivery Plan in respect of the relevant IAF Funded Enabling Infrastructure Project(s) Milestone identified below prior to satisfaction of the immediately preceding IAF Funded Enabling Infrastructure Project(s) Milestone will be a condition to payment for that immediately preceding IAF Funded Enabling Infrastructure Project(s) Milestone:

- Transport IAF Funded Enabling Infrastructure Project – ANZAC Road - Stage 2 (Pre-Implementation);
- Transport IAF Funded Enabling Infrastructure Project – ANZAC Road - Stage 3 (Implementation);
- Three Waters IAF Funded Enabling Infrastructure Project 1 - Upgrades to Potable Water Network – Stage 2 (Pre-Implementation);
- Three Waters IAF Funded Enabling Infrastructure Project 1 - Upgrades to Potable Water Network – Stage 3 (Implementation);

- Three Waters ACT Enabling Building Infrastructure Project 2 - Stormwater Upgrade - Stage 2 (Implementation)
- Three Waters ACT Enabling Building Infrastructure Project 3 - Stormwater Upgrade - Stage 3 (Implementation)
- Three Waters ACT Enabling Building Infrastructure Project 4 - Stormwater Upgrade - Stage 4 (Implementation)
- Three Waters ACT Enabling Building Infrastructure Project 5 - Stormwater Upgrade - Stage 5 (Implementation)

The Parties agree to jointly engage with the ACT Government to ensure that the funding for the projects is available in a timely manner.

### Funding for Enabling Infrastructure Project(s)

The funding for the projects is provided in the following table:

The funding for the projects is provided in the following table:

	Source of Funding	Referred to in this Agreement as	Who bears the ultimate cost	Amount	Cross reference
1.	Government of the ACT	ACT Government	ACT Government	s 9(2)(b)(ii)	ACT Government
2.	Government of the ACT	ACT Government	ACT Government	s 9(2)(b)(ii)	ACT Government
3.	Government of the ACT	ACT Government	ACT Government	s 9(2)(b)(ii)	ACT Government
4.	Government of the ACT	ACT Government	ACT Government	s 9(2)(b)(ii)	ACT Government
5.	Government of the ACT	ACT Government	ACT Government	s 9(2)(b)(ii)	ACT Government

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The Estimated Total Cost of the IAF Funded Enabling Infrastructure Project(s) is \$51,014,192 plus GST (if any).

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

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

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

	Source of Funding	Who bears the ultimate cost	Amount
1.	Territorial Authority (not recovered from the Developer(s) and/or Landowner(s))	The Recipient	\$TBC plus GST (if any) as at the date of this Agreement To be agreed by way of a Delivery Plan, in accordance with <b>Part C</b> of <b>Schedule 2</b>
2.	Territorial Authority (to be recovered from Developer(s) and/or Landowners(s) via development contributions or an agreed development agreement or financial contributions) (if any)	The Developer(s) and/or Landowner(s)	\$TBC plus GST (if any) as at the date of this Agreement To be agreed by way of a Delivery Plan, in accordance with <b>Part C</b> of <b>Schedule 2</b> (if applicable)
3.	Other funding sources	TBC	\$TBC plus GST (if any) as at the date of this Agreement To be agreed by way of a Delivery Plan, in accordance with <b>Part C</b> of <b>Schedule 2</b> (if applicable)

Table 9.2

## 10. IAF Funding

The total gross amount of IAF Funding available to be paid by Kāinga Ora under and on the terms of this Agreement is up to \$29,300,000 plus GST (if any) plus an amount equal to the Contribution Mechanism Funding (if any). This is the **Gross Maximum Amount Payable**.

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

IAF Funded Enabling Infrastructure Project(s)	EIP Gross Maximum Amount Payable
Transport IAF Funded Enabling Infrastructure Project – ANZAC Road	\$434,170 plus GST (if any)
Three Waters IAF Funded Enabling Infrastructure Project 1 – Upgrades to Potable Water Network	\$9,156,650 plus GST (if any)
Three Waters IAF Funded Enabling Infrastructure Project 2 – Stormwater Upgrades	\$7,693,180 plus GST (if any)
Three Waters IAF Funded Enabling Infrastructure Project 3 – Wastewater Upgrades	\$12,016,000 plus GST (if any)

If and to the extent there is any Contribution Mechanism Funding, this will be repaid to Kāinga Ora in the manner to be agreed, as referred to in **Item 13** below. The Gross Maximum Amount Payable less the Contribution Mechanism Funding (if any) is the **Net Maximum Amount Payable**.

In this Agreement:

- where IAF Funding is to be paid by Kāinga Ora under this Agreement, it may be paid directly by Kāinga Ora or its nominee (at Kāinga Ora's sole discretion); and
- references to "IAF Funding" and "Gross IAF Funding" are to be interpreted by reference to the Gross Maximum Amount Payable or EIP Gross Maximum Amount Payable (as the

context requires), unless the context requires otherwise or there is a specific reference to the net amount of IAF Funding or Net Maximum Amount Payable.

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

	2022	2023	2024	2025	2026	2027
Amount (\$)	\$860,000	\$4,825,000	\$8,600,000	\$6,072,000	\$8,216,000	\$727,000

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

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

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

#### 11. Development Confirmations

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

- **Enabling Infrastructure Project(s):** in respect of each component of the IAF Funded Enabling Infrastructure Project(s), the Recipient will undertake, as required, an appropriate consultation process with a view to including (or to bringing forward in time) the Enabling Infrastructure Project(s) and its Territorial Authority Funding and the Funding Balance in its Long Term Plan (via amendment/update), and in such case, IAF Funding will be conditional on Kāinga Ora receiving subsequent written confirmation that the Enabling Infrastructure Project(s) and its Territorial Authority Funding and the Funding Balance have been included in the Annual Plan or Long Term Plan.
- **Recipient ineligible infrastructure:** it is responsible, and has access to funding, for the design, consenting, delivery and provision of ineligible infrastructure in relation to the Housing Development which is not Developer(s)/Landowner(s) Local Infrastructure, such as social infrastructure (e.g., libraries, parks and recreation facilities); and
- **Enabling Infrastructure Project Milestones Completion Dates:** the Enabling Infrastructure Project Milestones Completion Dates in **Schedule 2** (including as updated in accordance with **Item 8**) are consistent with the milestone completion dates applicable to the Housing Development (as set out in the Housing Outcomes Agreement(s)) so as to enable the Developer to deliver the total number of dwellings to be Completed (and in the years contemplated) as set out in the Housing Outcomes Agreement,

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

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

The Recipient acknowledges and commits to the co-funding principles of the IAF referred to below, so as to ensure that Developer(s)/Landowner(s) are paying their Fair Share (as defined



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



Name: Gareth Stiven

Position: General Manager, Strategy Finance and Policy

Date: 20/07/2022

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**SIGNED** for and on behalf of **KĀPITI COAST DISTRICT COUNCIL** by the person[s] named below, being [a]/[the] person[s] duly authorised to enter into obligations on behalf of Kāpiti Coast District Council:



Name:

Gary Simpson

Position:

Acting Chief Executive

Date:

14 July 2022

Name:

Position:

Date:

END OF PART 1

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## PART 2: GENERAL TERMS

### 1. FUNDING

#### Payment Milestones

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

(a) more than the Maximum Gross IAF Funding Payment Milestone amount in **Part A** of **Schedule 2** for that IAF Funded Enabling Infrastructure Project(s) Milestone, Kāinga Ora and the Recipient may from time to time agree (such agreement not to be unreasonably withheld by Kāinga Ora) that such excess costs may be carried forward to be claimed against the next IAF Funded Enabling Infrastructure Project (subject always to the Maximum Gross IAF Funding Payment amount relating to that next IAF Funded Enabling Infrastructure Project(s) Milestone); or

(a) less than the Maximum Gross IAF Funding Payment Milestone amount for that IAF Funded Enabling Infrastructure Project(s) Milestone:

i. Kāinga Ora and the Recipient may from time to time agree (such agreement not to be unreasonably withheld by Kāinga Ora) that the amount of IAF Funding payable by Kāinga Ora towards Eligible Costs in respect of the next IAF Funded Enabling Infrastructure Project(s) Milestone for that IAF Funded Enabling Infrastructure Project may be increased by the amount of the difference and the Maximum Gross IAF Funding Payment Milestone amount for that IAF Funded Enabling Infrastructure Project(s) Milestone will be increased accordingly (provided that in each case above, the total gross amount of IAF Funding for in no circumstances to exceed the EIP Gross Maximum Amount Payable for that IAF Funded Enabling Infrastructure Project); and/or

ii. Kāinga Ora and the Recipient may from time to time agree (such agreement not to be unreasonably withheld by Kāinga Ora) that any IAF Funded Enabling Infrastructure Project(s) Milestone for any other IAF Funded Enabling Infrastructure Project(s) may be increased by the amount of the difference and the Maximum Gross IAF Funding Payment Milestone amount for that other IAF Funded Enabling Infrastructure Project(s) Milestone will be increased accordingly provided that before providing its agreement, Kāinga Ora must be satisfied that the requirements of clause 1.2 of this Part 2 (General Terms) are met (provided that in no circumstances will the total gross amount of IAF Funding for all IAF Funded Enabling Infrastructure Project(s) exceed the Gross Maximum Amount Payable).

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

(a) the Recipient's Eligible Costs for completion of the relevant other IAF Funded Enabling Infrastructure Project(s) Milestone for the other IAF Funded Enabling Infrastructure Project(s) are more than the Maximum Gross IAF Funding Payment Milestone amount for that other IAF Funded Enabling Infrastructure Project(s) Milestone, and this is not a as a result of a change in project scope; and

(b) Kāinga Ora is satisfied that, In respect of both the IAF Funded Enabling Infrastructure Project(s) referred to in clause 1.1 above and the other IAF Funded Enabling Infrastructure Project(s) referred to in clause 1.1(b)ii above, the project scope has not changed; and

(c) Kāinga Ora is satisfied that the "amount of the difference" referred to in clause 1.1(b)ii above is not as a result of a change in project scope and is instead a result of genuine cost savings.

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

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

(a) if any of the requirements in **Item 10** of **Part 1** (Key Details) are not satisfied;

(b) if any condition set out in **Item 18** of **Part 1** (Key Details) is not satisfied;

(c) while there are one or more Termination Event(s) subsisting;

(d) if this Agreement has expired or been terminated; and/or

(e) if IAF Funding has been suspended under clause 1.6.

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

#### IAF Funding suspension

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

(a) the Recipient fails to pay an amount equivalent to any Contribution Mechanism Funding recovered from Developer(s) and Landowner(s) to Kāinga Ora as required under **Item 13** of **Part 1** (Key Details) (if applicable);

(b) the Recipient has failed to meet an Enabling Infrastructure Project(s) Milestone for any Enabling Infrastructure Project by the applicable Completion Date set out in **Part A** or **Part C** of **Schedule 2** (as may be amended in accordance with clause 3.26 or as may be updated from time to time if required under **Item 8** of **Part 1** (Key Details)) and such failure has not been remedied within a period which Kāinga Ora believes is reasonable;

(c) the Cost to Complete Test is not met, or in Kāinga Ora's reasonable opinion, is unlikely to be met, in respect of any Enabling Infrastructure Project; and/or



- (d) there has been a material change to the scope of an Enabling Infrastructure Project which has not been consented to by Kāinga Ora pursuant to clause 3.1.

1.7. Kāinga Ora will resume payments of IAF Funding following any suspension pursuant to clause 1.6 on Kāinga Ora being satisfied that the relevant event or circumstance leading to suspension pursuant to clause 1.6 has been remedied to its satisfaction (and subject to this Agreement not having been terminated in accordance with clause 5.2).

## 2. KNOWN CO-FUNDING AND NOTIFICATIONS

### 2.1. The Recipient must:

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

## 3. RECIPIENT'S RESPONSIBILITIES

### The Project

- 3.1. The Recipient must undertake the Enabling Infrastructure Project(s) as described in this Agreement and will not make any material reduction to the scope of any Enabling Infrastructure Project(s) without Kāinga Ora's prior written consent, or make any material increase to the scope of any Enabling Infrastructure Project(s) without first satisfying Kāinga Ora that the Recipient can fund or finance such additional scope.
- 3.2. The Recipient confirms that the IAF Funding supports the Enabling Infrastructure Project(s) proceeding in the timeframes contemplated in this Agreement.
- 3.3. The Recipient will take all reasonable steps to ensure that the Enabling Infrastructure Project(s) Milestones are completed by the relevant Completion Date specified in **Part A** and **Part C of Schedule 2** (as may be amended in accordance with clause 3.26 or as may be updated from time to time if required under **Item 8 of Part 1** (Key Details)).

### 3.4. The Recipient undertakes to:

- (a) apply the Known Co-Funding and Other Funding (if any) towards Costs and pay any and all Cost overruns of each IAF Funded Enabling Infrastructure Project and any funding shortfall by way of the Funding Balance, and acknowledges that neither Kāinga Ora nor any Crown Office has any obligations or responsibility whatsoever in respect of:
- i. such Known Co-Funding, the Other Funding (if any), the Developer(s)/Landowner(s) Funding and any Cost overruns or funding shortfalls; or
  - ii. the Costs of the Enabling Infrastructure Project(s) (except for the IAF Funded Enabling Infrastructure Project(s)); and
- (b) recover the Specified Developer(s)/Landowner(s) Funding from Developer(s) and/or Landowner(s) as required under **Item 13 of Part 1** (Key Details); and
- (c) procure that any Contribution Mechanism Funding is paid to the Recipient and, following receipt, to pay this to Kāinga Ora as required under **Item 13 of Part 1** (Key Details) (if applicable).

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

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

### Construction Contracts

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

- (a) not, except with the prior written consent of Kāinga Ora:
  - i. accept any early termination of, or exercise any right to rescind, cancel or terminate, the Construction Contract;
  - ii. do or omit to do any act or thing which would entitle the counterparty to either terminate or regard the Construction Contract as terminated;
  - iii. waive or agree to waive any provisions of the Construction Contract;
  - iv. subject to clause 3.1, make or agree to make any material variation to the Construction Contract, where **material variation** means any variation which on its own or together with any other variation or variations results in, or is likely to result in the Budget (taking into account all variations) being exceeded or an Enabling Infrastructure Project being materially delayed, or any variation that amends the scope, specifications or function of an Enabling Infrastructure Project; or
  - v. dismiss or change a party to the Construction Contract; and
- (b) take such action and institute and maintain all such proceedings as may be necessary or expedient to preserve or protect the interests of the Recipient in or under the Construction Contract.

3.7. The Recipient must:

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

### Review meetings

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

- (a) progress on delivery of each Enabling Infrastructure Project and Enabling Infrastructure Project(s) Milestone, including all matters contained in the most recent monthly and quarterly reports, and progress on the Housing Development;
- (b) any material risks and/or Issues arising or expected to arise in relation to each Enabling Infrastructure Project or any of the Enabling Infrastructure Project(s) Milestones and/or the

Housing Development, the Costs or the performance of this Agreement, including detail of any issues notified to Kāinga Ora in accordance with clause 2.1(b), clause 2.1(c) or clause 3.16(b) of Part 2 (General Terms);

- (c) the Recipient's compliance with its obligations under this Agreement (including compliance with any Remediation Plan (as defined in clause 3.9)) and/or the Housing Outcomes Agreement;
- (d) any other matter reasonably requested by Kāinga Ora; and
- (e) how the Recipient and Kāinga Ora can work together to ensure that any risks or issues are appropriately managed.

### Remediation Plan

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

- (a) there is any material risk and/or Issue arising or expected to arise in relation to any Enabling Infrastructure Project or any Enabling Infrastructure Project(s) Milestones and/or the Housing Development, the Costs or the performance of this Agreement, including any issues notified to Kāinga Ora in accordance with clause 2.1(b), clause 2.1(c) or clause 3.16(b) of Part 2 (General Terms); or
  - (b) the Recipient has not complied with an obligation under this Agreement,
- then Kāinga Ora may at its sole discretion require the Recipient to prepare a remediation plan setting out the actions that the Recipient will take to respond to and address the relevant risk, issue or non-compliance, and timeframes for those actions (Remediation Plan).

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

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

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

### Kāinga Ora advisor

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

- (a) the Kāinga Ora Advisor will report to Kāinga Ora monthly (or at such other intervals as Kāinga Ora may require) on each Enabling Infrastructure Project, Enabling Infrastructure Project(s) Milestone, the Housing Development, the Costs, any risks or issues, and compliance by the Recipient with the Remediation Plan;



- (b) the Recipient will do everything reasonably within its power to cooperate with the Kāinga Ora Advisor and will (subject to the Recipient being satisfied that the Kāinga Ora Advisor is subject to an appropriate confidentiality agreement in favour of the Recipient but having regard to, and without limiting, the reporting obligations to Kāinga Ora set out above) provide to the Kāinga Ora Advisor its full cooperation, including (but not limited to):

- i. access to senior management of the Recipient;
- ii. access to the Recipient's advisors, consultants and contractors in relation to each Enabling Infrastructure Project and/or the Housing Development; and
- iii. access to copies of all information the Kāinga Ora Advisor requires in order to provide its reporting to Kāinga Ora set out above; and

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

#### Reporting and information

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

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

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

#### Insurance

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

#### Health and Safety and Conflicts of Interest

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

#### Project assets

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

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

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

such extension of time request that satisfies the requirements of this clause.

#### 4. PROJECT GOVERNANCE

##### 4.1. The Recipient will:

- (a) provide reasonable notice to Kāinga Ora of all management group meetings and governance group meetings for the Enabling Infrastructure Project(s); and
- (b) at Kāinga Ora's request, provide copies of all documents and notices to be tabled at the management group meetings and governance group meetings for the Enabling Infrastructure Project(s) to Kāinga Ora no later than 5 Business Days prior to the meetings, and the minutes of those meetings within a reasonable period after each meeting.

4.2. Kāinga Ora may at any time appoint observers who will be entitled to attend and speak at all management group meetings and governance group meetings for the Enabling Infrastructure Project(s) (but will not be entitled to vote on any matter at those meetings).

#### 5. TERM AND TERMINATION

##### Commencement Date

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

##### Termination

5.2. Kāinga Ora can terminate this Agreement in full or part with immediate effect, by giving notice to the Recipient, at any time:

- (a) where a Crown Manager or Commissioner is appointed in respect of the Recipient under Part 10 of the Local Government Act 2002;
- (b) where the Recipient fails to meet an Enabling Infrastructure Project(s) Milestone by the applicable Completion Date set out in Part A or Part C of Schedule 2, and such failure has not been remedied within a period which Kāinga Ora believes is reasonable;
- (c) the Recipient fails to pay an amount equivalent to any Contribution Mechanism Funding recovered from Developer(s) and Landowner(s) to Kāinga Ora as required under Item 13 of Part 1 (Key Details) (if applicable);
- (d) while any one or more of the following events or circumstances remains unremedied:
  - i. the Recipient is materially in breach of any obligation or commitment, or a condition or warranty, under this Agreement;
  - ii. the Recipient is in breach of any material obligation or commitment, or a material condition or warranty, under this Agreement;
  - iii. the Recipient abandons an Enabling Infrastructure Project(s) or fails to pay its contractors or other suppliers to the Enabling Infrastructure Project(s) as and when due;
  - iv. the Recipient fails to contribute or procure (as applicable) the Known Co-Funding, the Other Funding (or, in the case of Specified Developer(s)/Landowner(s) Funding, fails to ensure the Specified Developer(s)/Landowner(s) Funding is directly expended on the Costs of the IAF Funded

Enabling Infrastructure Project(s)) or meet any Enabling Infrastructure Project(s) Cost overruns or funding shortfalls for such Enabling Infrastructure Project(s);

- v. the Recipient fails to contribute or procure funding or meet the Costs of any Enabling Infrastructure Project(s) (except for the IAF Funded Enabling Infrastructure Project(s));
- vi. the Recipient has provided Kāinga Ora with information in connection with or under this Agreement that (whether intentionally or not) is materially incorrect or misleading, and/or omits material information;
- vii. Kāinga Ora reasonably considers that this Agreement and/or any Enabling Infrastructure Project has caused, or may cause, Kāinga Ora and/or any Crown Office to breach any legal obligations (including its international trade obligations); and/or
- viii. the Recipient is involved in any intentional or reckless conduct which, in the opinion of Kāinga Ora, has damaged or could damage the reputation, good standing or goodwill of Kāinga Ora and/or any Crown Office, or is involved in any material misrepresentation or any fraud.

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

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

- (a) **Misspent Funding:** At any time Kāinga Ora may recover the amount of any IAF Funding that has not been applied to Eligible Costs, together with interest on all such amounts calculated at 10% per annum from the date of the mispending to the date the money is repaid.
- (b) **Known Co-Funding not applied to Costs:** If at any time the Known Co-Funding has not been applied to the Costs of the relevant IAF Funded Enabling Infrastructure Project(s), Kāinga Ora may recover an amount that represents the amount of Known Co-Funding that has not been so applied, and may set off such amounts against any IAF Funding payable to the Recipient.
- (c) **Other Funding (if any) not applied to Costs:** If at any time any Other Funding received by the Recipient has not been applied to the Costs of the relevant IAF Funded Enabling Infrastructure Project(s), Kāinga Ora may recover an amount that represents the amount of Other Funding that has not been so received and applied, and may set off such amounts against any IAF Funding payable to the Recipient.
- (d) **Contribution Mechanism Funding not paid to Kāinga Ora:** If at any time any Contribution Mechanism Funding that is required to be recovered from Developer(s) and Landowner(s) and in respect of which an equivalent amount is to be paid to Kāinga Ora under Items 9 and 13 of Part 1 (Key Details), is not paid to Kāinga Ora, then the Recipient must immediately upon request pay to Kāinga Ora an amount of the IAF Funding equal to such unpaid amount and Kāinga Ora may set off any such amount against any IAF Funding payable to the Recipient.
- (e) **Excess Funding:** If at any time the total gross IAF Funding paid under this Agreement and any other funding received by or provided by (as applicable) the Recipient to achieve Practical Completion in respect of an IAF Funded Enabling Infrastructure Project(s) exceeds the funding required to



perform and deliver that IAF Funded Enabling Infrastructure Project(s), the Recipient must upon request refund to Kāinga Ora the excess amount. The Recipient is not required to refund, under this clause 5.4(e), any amount that exceeds the total net amount of IAF Funding.

- (f) **Asset transfer:** If at any time the Recipient assigns, transfers, sells or disposes of the Enabling Infrastructure Project(s) assets in breach of clause 3.25 then Kāinga Ora may recover the amount of IAF Funding paid under this Agreement to the extent it relates to such Enabling Infrastructure Project(s) assets.

#### Survival

- 5.5. Clauses 1.4, 3.4, 3.5, 3.9, 3.14, 3.16, 3.17 and 5 to 12 survive expiry or termination of this Agreement, along with any other parts of this Agreement necessary to give effect to those provisions. Without limiting the foregoing, expiry or termination of this Agreement does not affect any accrued rights, including any rights in respect of a breach of this Agreement or Termination Event that occurred before expiry or termination, and does not affect any obligations on the Recipient under **Items 9 and 13 of Part 1 (Key Details)** to recover Contribution Mechanism Funding from Developer(s) and Landowner(s) and pay an equivalent amount to Kāinga Ora under the Agreement.

#### 6. WARRANTIES

- 6.1. The Recipient warrants that, as at the date of this Agreement:

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

- 6.2. The Recipient acknowledges that Kāinga Ora has entered into this Agreement in reliance on these warranties.

- 6.3. Kāinga Ora warrants that, as at the date of this Agreement, it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with its terms.

- 6.4. The Recipient acknowledges that Kāinga Ora has made no warranty or representation that any funding or financial support is or will be available to the Recipient in respect of the Enabling Infrastructure Project(s), other than the IAF Funding in accordance with this Agreement for the IAF Funded Enabling Infrastructure Project(s).

#### 7. LIABILITY

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

#### 8. CONFIDENTIALITY

- 8.1. Subject to clauses 8.2 and 8.3, each party will keep the other party's Confidential Information in confidence, and will use or disclose that Confidential Information only to the extent necessary to perform its obligations, and/or take the intended benefit of its rights, under this Agreement. However, this will not prohibit:

- (a) either party from using or disclosing any information with the written prior consent of the other party;
- (b) use or disclosure of information that has become generally known to the public other than through a breach of this Agreement;
- (c) disclosure required by any law, or any compulsory order or requirement issued pursuant to any law; or
- (d) Kāinga Ora from using or disclosing to any third party any information, document, report or other material, provided that prior to any such disclosure Kāinga Ora removes all information that is commercially sensitive to the Recipient from the relevant work.

- 8.2. The Recipient acknowledges and agrees that nothing in this Agreement restricts Kāinga Ora's ability to:

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

- 8.3. The Recipient acknowledges that:

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

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

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

#### 9. MEDIA AND COMMUNICATIONS

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



- 9.2. All correspondence with Kāinga Ora under this clause 9 must be directed to Kāinga Ora's Contact Person. The Recipient will refer any enquiries from the media or any other person about the terms or performance of this Agreement to Kāinga Ora's Contact Person.
- 9.3. The Recipient will acknowledge the New Zealand Government as a source of funding in all publications (including any digital presence) and publicity regarding the Enabling Infrastructure Project(s) in accordance with funding acknowledgement guidelines agreed with Kāinga Ora. The Recipient must obtain Kāinga Ora's approval of the form and wording of the acknowledgement prior to including the acknowledgement in the publication or publicity (as the case may be).
- 9.4. If requested by Kāinga Ora, the Recipient will establish or erect temporary and/or permanent signage (which may be in the form of a plaque) at the site of the Enabling Infrastructure Project(s) acknowledging the New Zealand Government as a source of funding for the Enabling Infrastructure Project(s). Kāinga Ora may provide such signage and Kāinga Ora will consult with the Recipient in respect of a suitable location for such signage.
- 9.5. The Recipient does not have the right to enter into any commitment, contract or agreement on behalf of Kāinga Ora or any associated body, or to make any public statement or comment on behalf of Kāinga Ora or the New Zealand Government.
10. **DISPUTES**
- In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, or in relation to any question regarding its existence, breach, termination or invalidity (in each case, a **Dispute**), either party may give written notice to the other. As soon as reasonably practicable thereafter, the parties will meet and endeavour to resolve the Dispute by discussion, negotiation and agreement. A party must not commence any proceedings in connection with a Dispute unless at least 40 days have elapsed since the issue of a notice, and that party has used reasonable endeavours to comply with this clause. However, nothing in this clause prohibits seeking urgent interim relief.
11. **CONTACT PERSONS**
- 11.1. All matters or enquiries regarding this Agreement will be directed to each party's Contact Person (set out in **Item 20 of Part 1 (Key Details)**).
- 11.2. Each party may from time to time change the person designated as its Contact Person on 10 Business Days' written notice to the other party.
12. **GENERAL**
- 12.1. The Recipient acknowledges that Kāinga Ora is acting as the agent of the Crown and is required to consult with the Crown and seek the Crown's consent in relation to the exercise of certain of the rights and obligations of Kāinga Ora under this Agreement.
- 12.2. The Recipient agrees that the Crown may terminate the appointment of Kāinga Ora in relation to the IAF and/or this Agreement and assume, or appoint another person to undertake, the rights and obligations of Kāinga Ora under this Agreement and/or the IAF, without the consent of the Recipient and the Recipient agrees to co-operate with the Crown or such other person to facilitate any such assumption or appointment.
- 12.3. Each notice or other communication given under this Agreement (each a **notice**) will be in writing and delivered personally or sent by post or email to the address of the relevant party set out in **Item 21 of Part 1 (Key Details)** or to any other address from time to time designated for that purpose by at least 10 Business Days' prior written notice to the other party. A notice under this Agreement is deemed to be received if:
- (a) **Delivery:** delivered personally, when delivered;
  - (b) **Post:** posted, 5 Business Days after posting or, in the case of international post, 7 Business Days after posting; and
  - (c) **Email:** sent by email:
    - i. if sent between the hours of 9am and 5pm (local time) on a Business Day, at the time of transmission; or
    - ii. if subclause (i) does not apply, at 9am (local time) on the Business Day most immediately after the time of sending,
 provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.
- 12.4. This Agreement and the Housing Outcomes Agreement(s) constitute the sole and entire understanding with respect to the subject matter hereof and supersedes all prior discussions, representations and understandings, written or oral.
- 12.5. This Agreement may be amended by way of a Delivery Plan agreed and signed by the parties in accordance with this Agreement. No other amendment to this Agreement will be effective unless agreed in writing and signed by both parties.
- 12.6. The Recipient may not assign or transfer any of its contractual rights or obligations under this Agreement, except with Kāinga Ora's prior written approval or in accordance with clause 12.7.
- 12.7. If and to the extent the Recipient is required or mandated by law to assign, transfer, sell or dispose of any Enabling Infrastructure Project(s) assets (or such assets are vested or otherwise transferred by operation of law) (a **Mandated Transfer**) during the term of this Agreement, then (to the maximum extent permitted by law) the Recipient shall:
- (a) consult with Kāinga Ora in advance in relation to such Mandated Transfer and provide all information reasonably requested by Kāinga Ora in relation to such Mandated Transfer; and
  - (b) use all reasonable endeavours to procure that the relevant assignee, transferee, purchaser or recipient (as applicable) will support the completion of the Enabling Infrastructure Project(s) and the delivery of the Housing Outcomes (as applicable).
- 12.8. No failure, delay or indulgence by any party in exercising any power or right conferred on that party by this Agreement shall operate as a waiver. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights.
- 12.9. The exercise by a party of any express right set out in this Agreement is without prejudice to any other rights, powers or remedies available to a party in contract, at law or in equity, including any rights, powers or remedies which would be available if the express rights were not set out in this Agreement.
- 12.10. Any provision of this Agreement that is invalid or unenforceable will be deemed deleted, and will not affect the other provisions of this Agreement, all of which remain in force to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

**12.11.** This Agreement is to be governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

**12.12.** This Agreement may be executed in any number of counterparts (including scanned and emailed copies). So long as each party has

received a counterpart signed by each of the other parties, the counterparts together shall constitute a binding and enforceable agreement.

**END OF PART 2**

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### PART 3: DEFINITIONS AND INTERPRETATION

#### A. Definitions

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

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

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

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

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

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

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

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

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

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

but excludes any information which the Holder can show:

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

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

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

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

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

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

*Construction Works Commencement Milestone* means, in respect of an Enabling Infrastructure Project, the Construction Works Commencement Milestone for the relevant Enabling Infrastructure Project described in **Part A** of **Schedule 2**.

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

*Contribution Mechanism Funding* means the "Contribution Mechanism Funding" defined in **Item 13** of **Part 1** (Key Details).

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

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

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

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

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

*Delivery Plan* means a delivery plan agreed in writing and signed by the



parties (based on the standard form provided by Kāinga Ora) which sets out:

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

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

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

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

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

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

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

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

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

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

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

but excludes:

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

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

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

*End Date* means the date on which the Recipient has satisfied its obligations under this Agreement, as determined by Kāinga Ora acting reasonably (which is expected to be the date that the final report to be provided under **Item 16 of Part 1** (Key Details) is provided to Kāinga Ora).

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

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

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

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

*Gross IAF Funding* means the "Gross IAF Funding" defined in **Item 9 of Part 1** (Key Details).

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

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

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

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

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

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

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

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

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

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

*Initial Funding Milestone* means, in respect of an IAF Funded Enabling Infrastructure Project, the Initial Funding Milestone for the relevant IAF Funded Enabling Infrastructure Project described in **Part A of Schedule 2**.

*Kāinga Ora Confirmation* means, if set out in **Item 13 of Part 1** (Key Details) the "Kāinga Ora Confirmation" defined in **Item 13 of Part 1** (Key Details).

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

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

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

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

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

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

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

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

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

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

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

*Specified Developer(s)/Landowner(s) Funding* means the "Specified Developer(s)/Landowner(s) Funding" defined in **Item 13 of Part 1** (Key Details).

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

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

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

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

## **B. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

## **END OF PART 3**



Name of Housing Development
Name of Developer(s) (if known)
Name of landowner(s) (if known)
Location (suburb and city)
Territorial Authority region
Total number of dwellings to be Completed
Delivery period for dwellings to be Completed
Brownfield / Greenfield?

s 9(2)(b)(ii)

s 9(2)(b)(ii)

Enabling Infrastructure Project(s)	Description
Transport IAF Funded Enabling Infrastructure Project – ANZAC Road	
Three Waters IAF Funded Enabling Infrastructure Project 1 – Upgrades to Potable Water Network	
Three Waters IAF Funded Enabling Infrastructure Project 2 – Stormwater Upgrades	
Three Waters IAF Funded Enabling Infrastructure Project 3 – Wastewater Upgrades	

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... s 9(2)(b)(ii)

... s 9(2)(b)(ii)

3. The proposed development will provide a development of housing, with affordable housing and other housing elements, with about 70% of the total principal and ... s 9(2)(b)(ii)

4. The funding of the development will be secured by ... s 9(2)(b)(ii)

5. ... s 9(2)(b)(ii)

... s 9(2)(b)(ii)

The Washington Company Limited and ... s 9(2)(b)(ii)

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	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required? <sup>2</sup>	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any) <sup>1</sup>				
Transport IAF Funded Enabling Infrastructure Project – ANZAC Road										

s 9(2)(b)(ii)

IAF Funding Agreement –Kāinga Ora – Homes and Communities

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
				Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any) <sup>1</sup>				
			completed: Project Implementation plan approved by Recipient and provided to Kāinga Ora (Initial Funding Milestone)					Road upgrades to be agreed by way of a Delivery Plan also required to satisfy this milestone		
2	Stage 2 (Pre-Implementation)	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above	TBC	TBC	TBC	TBC	TBC	TBC	TBC
3	Stage 3 (Implementation)	To be confirmed by way of agreed	To be confirmed by way of agreed Delivery Plan	TBC	TBC	TBC	TBC	TBC	TBC	TBC



IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?
				Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any) <sup>1</sup>			

s 9(2)(b)(ii)

Three Waters IAF Funded Enabling Infrastructure Project 1 - Upgrades to Potable Water Network

s 9(2)(b)(ii)

IAF Funding Agreement –Kāinga Ora – Homes and Communities

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)1				
		2022	activities in relation to the Upgrades to Potable Water Network are completed; Concept design for reservoirs complete, which identifies potential land requirements Land acquisition for reservoirs complete (Initial Funding Milestone)					Funded Enabling Infrastructure Project(s) Milestone(s) for the Upgrades to Potable Water Network to be agreed by way of a Delivery Plan also required to satisfy this milestone		
2	Stage 2 (Pre-Implementation)	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding	TBC	TBC	TBC	TBC	TBC	TBC	TBC

IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding: Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?
				Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)			

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IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
				Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any) <sup>1</sup>				

Three Waters IAF Funded Enabling Infrastructure Project 2 – Stormwater Upgrades

s 9(2)(b)(ii)

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IAF Funding Agreement –Kāinga Ora – Homes and Communities

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any) <sup>1</sup>				
										Enabling Infrastructure Project(s) Milestones in Part C of Schedule 2 are to be agreed by way of a Delivery Plan, and are required to satisfy this milestone.
2	Stage 2 (Pre-Implementation)	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above	TBC	TBC	TBC	TBC	TBC	TBC	TBC

IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
				Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)				

Three Waters IAF Funded Enabling Infrastructure Project 3 – Wastewater Upgrades

IAF Funding Agreement –Kāinga Ora – Homes and Communities

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Other Funding amount NZD\$ plus GST (if any)	Specific Additional Requirements for Payment of IAF Funding		
				Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding			Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
					Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any) <sup>1</sup>				
			feasibility activities in relation to the Wastewater Upgrades are completed: Concept design complete, which identifies potential land requirements Land acquisition complete (Initial Funding Milestone)					future IAF Funded Enabling Infrastructure Project(s) Milestone(s) for the Wastewater Upgrades to be agreed by way of a Delivery Plan also required to satisfy this milestone		
2	Stage 2 (Pre-Implementation)	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above	TBC	TBC	TBC	TBC	TBC	TBC	TBC

IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding		Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?
				Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any) <sup>1</sup>			

s 9(2)(b)(ii)



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

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

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

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

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

<sup>3</sup> Note – this is only to be Included where Territorial Authority Funding is to be applied to Eligible Costs first. Otherwise it can be deleted.

	IAF Funded Enabling Infrastructure Project(s) Milestone	Additional Deliverables for each IAF Funded Enabling Infrastructure Project
		<ul style="list-style-type: none"> <li>• <b>Delivery confirmation:</b> confirmation from the Chief Executive that Stage 1 (Early), Stage 2 (Pre-Implementation) and Stage 3 (Implementation) of the Enabling Infrastructure Project can be delivered within the current Budget or evidence that all cost overruns and funding shortfalls can be funded or financed and the Funding Balances are secured and available to, and committed by, the Recipient; and</li> <li>• <b>Other:</b> provision of any other document, assurance or information as is required by Kāinga Ora.</li> </ul>
2.	Pre-Implementation Funding Milestone	<p>The additional deliverables for the Pre-Implementation Funding Milestone (and which are required to be satisfied as part of any Payment Request) for each IAF Funded Enabling Infrastructure Project are:</p> <ul style="list-style-type: none"> <li>• <b>Initial Funding Milestone:</b> satisfaction by the Recipient of the Initial Funding Milestone for the IAF Funded Enabling Infrastructure Project;</li> <li>• <b>Specific additional requirements:</b> satisfaction by the Recipient of any specific additional requirements set out in Part A above (including as added to or updated pursuant to a Delivery Plan) for the IAF Funded Enabling Infrastructure Project (e.g. an update to a Housing Outcomes Agreement(s)) on a basis acceptable to Kāinga Ora, acting reasonably;</li> <li>• <b>Territorial Authority Funding:</b> confirmation that the Territorial Authority Funding required for Stage 3 (Implementation) is available to the Recipient for the IAF Funded Enabling Infrastructure Project;</li> <li>• <b>Specified Developer(s)/Landowner(s) Funding:</b> confirmation that the Specified Developer(s)/Landowner(s) Funding for Stage 2 (Pre-Implementation) and Stage 3 (Implementation) for the IAF Funded Enabling Infrastructure Project is available to the Recipient for the IAF Funded Enabling Infrastructure Project;</li> <li>• <b>Other Funding:</b> confirmation the Other Funding (if any) for the IAF Funded Enabling Infrastructure Project is available to the Recipient for Stage 2 (Pre-Implementation) and Stage 3 (Implementation), and evidence of how this will be paid to the Recipient;</li> <li>• <b>Updated Budget:</b> an updated Budget for the IAF Funded Enabling Infrastructure Project, including details of how any Cost overruns or funding shortfalls are to be met;</li> <li>• <b>Updated Programme:</b> an updated deliverables programme for the IAF Funded Enabling Infrastructure Project;</li> <li>• <b>Delivery confirmation:</b> confirmation from the Chief Executive that Stage 2 (Pre-Implementation) and Stage 3 (Implementation) of the IAF Funded Enabling Infrastructure Project can be delivered within the current Budget or evidence that any Costs exceeding the current Budget can be funded or financed;</li> </ul>

	IAF Funded Enabling Infrastructure Project(s) Milestone	Additional Deliverables for each IAF Funded Enabling Infrastructure Project
		<ul style="list-style-type: none"> <li><b>Procurement:</b> confirmation by the Recipient that the procurement of the IAF Funded Enabling Infrastructure Project has been completed in accordance with clause 3.5(e) of Part 2 (General Terms);</li> <li><b>Insurance:</b> evidence of applicable insurance for the IAF Funded Enabling Infrastructure Project; and</li> <li><b>Other:</b> provision of any other document, assurance or information as is required by Kāinga Ora.</li> </ul>
3.	Construction Works First Funding Milestone	<p>The additional deliverables for the Construction Works First Funding Milestone (and which are required to be satisfied as part of any Payment Request) for the IAF Funded Enabling Infrastructure Project are:</p> <ul style="list-style-type: none"> <li><b>Pre-Implementation Funding Milestone:</b> satisfaction by the Recipient of the Pre-Implementation Funding Milestone for the IAF Funded Enabling Infrastructure Project;</li> <li><b>Specific additional requirements:</b> satisfaction by the Recipient of any specific additional requirements set out in Part A above (including as added to or updated pursuant to a Delivery Plan) for the IAF Funded Enabling Infrastructure Project (e.g., update to a Housing Outcomes Agreement(s)) on a basis acceptable to Kāinga Ora, acting reasonably;</li> <li><b>Funding availability:</b> confirmation that the Known Co-Funding required for Stage 3 (Implementation) remains available to the Recipient for the IAF Funded Enabling Infrastructure Project;<sup>4</sup></li> <li><b>Construction Contracts:</b> contracts for the construction and delivery of the IAF Funded Enabling Infrastructure Project have been entered into by the relevant contractor(s), with the following to be approved by Kāinga Ora in its reasonable discretion: <ul style="list-style-type: none"> <li>the identity of the Head Contractor(s); and</li> <li>the Construction Contract(s) entered into with such Head Contractor(s);</li> </ul> </li> <li><b>Engineer to Contract:</b> evidence of the appointment of a suitable Engineer to Contract for the IAF Funded Enabling Infrastructure Project;</li> <li><b>Updated Budget:</b> an updated Budget for the IAF Funded Enabling Infrastructure Project, including details of how any Cost overruns or funding shortfalls are to be met;</li> <li><b>Updated Programme:</b> an updated deliverables programme for the for the IAF Funded Enabling Infrastructure Project; and</li> <li><b>Other:</b> provision of any other document, assurance or information as is required by Kāinga Ora.</li> </ul>

<sup>4</sup> This will need to be amended if the first Payment Milestone is the Construction Works First Funding Milestone – so that some of the additional detail from the Pre-Implementation Funding Milestone is included.



	IAF Funded Enabling Infrastructure Project(s) Milestone	Additional Deliverables for each IAF Funded Enabling Infrastructure Project
4.	Construction Works Second Funding Milestone	<p>The additional deliverables for the Construction Works Second Funding Milestone (and which are required to be satisfied as part of any Payment Request) for the IAF Funded Enabling Infrastructure Project are:</p> <ul style="list-style-type: none"> <li>• <b>Construction Works First Funding Milestone:</b> satisfaction by the Recipient of the Construction Works First Funding Milestone for the IAF Funded Enabling Infrastructure Project;</li> <li>• <b>Specific additional requirements:</b> satisfaction by the Recipient of any specific additional requirements set out in <b>Part A</b> above (including as added to or updated pursuant to a Delivery Plan) for the IAF Funded Enabling Infrastructure Project (e.g., an update to a Housing Outcomes Agreement(s)) on a basis acceptable to Kāinga Ora, acting reasonably;</li> <li>• <b>Funding availability:</b> confirmation that the Known Co-Funding required for Stage 3 (Implementation) remains available to the Recipient for the IAF Funded Enabling Infrastructure Project; and</li> <li>• <b>Other:</b> provision of any other document, assurance or information as is required by Kāinga Ora.</li> </ul>
5.	Construction Works Third Funding Milestone	<p>The additional deliverables for the Construction Works Third Funding Milestone (and which are required to be satisfied as part of any Payment Request) are:</p> <ul style="list-style-type: none"> <li>• <b>Construction Works Second Funding Milestone:</b> satisfaction by the Recipient of the Construction Works Second Funding Milestone for the IAF Funded Enabling Infrastructure Project;</li> <li>• <b>Specific additional requirements:</b> satisfaction by the Recipient of any specific additional requirements set out in <b>Part A</b> above (including as added to or updated pursuant to a Delivery Plan) for the IAF Funded Enabling Infrastructure Project (e.g., satisfaction of Housing Delivery Milestone or an update to a Housing Outcomes Agreement(s)) on a basis acceptable to Kāinga Ora, acting reasonably;</li> <li>• <b>Funding availability:</b> confirmation that the Known Co-Funding required for Stage 3 (Implementation) remains available to the Recipient for the IAF Funded Enabling Infrastructure Project; and</li> <li>• <b>Other:</b> provision of any other document, assurance or information as is required by Kāinga Ora.</li> </ul>

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

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

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

	Non-IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	Non-IAF Funded Enabling Infrastructure Project(s) Milestones	Specific Additional Milestones	
				Update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Other specific conditions to be satisfied
Three Waters Enabling Infrastructure Project 2 - Rangiora Road Pipeline Network and Stream Improvements					
1.	Stage 1 (Early)	TBC	To be confirmed by way of agreed Delivery Plan.	TBC	TBC
		TBC	To be confirmed by way of agreed Delivery Plan.	TBC	TBC
2.	Stage 2 (Pre-Implementation)	TBC	To be confirmed by way of agreed Delivery Plan.	TBC	TBC
		TBC	To be confirmed by way of agreed Delivery Plan.	TBC	TBC
3.	Stage 3 (Implementation)	TBC	To be confirmed by way of agreed Delivery Plan.	TBC	TBC
		TBC	To be confirmed by way of agreed Delivery Plan.	TBC	TBC
4.	Practical Completion	TBC	To be confirmed by way of agreed Delivery Plan.	TBC	TBC
Three Waters Enabling Infrastructure Project 2 – Te Roto Road Pipeline Network					

	Non-IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	Non-IAF Funded Enabling Infrastructure Project(s) Milestones	Specific Additional Milestones	
				Update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Other specific conditions to be satisfied
1.	Stage 1 (Early)	TBC	To be confirmed by way of agreed Delivery Plan.	TBC	TBC
		TBC	To be confirmed by way of agreed Delivery Plan.	TBC	TBC
2.	Stage 2 (Pre-Implementation)	TBC	To be confirmed by way of agreed Delivery Plan.	TBC	TBC
		TBC	To be confirmed by way of agreed Delivery Plan.	TBC	TBC
3.	Stage 3 (Implementation)	TBC	To be confirmed by way of agreed Delivery Plan.	TBC	TBC
		TBC	To be confirmed by way of agreed Delivery Plan.	TBC	TBC
4.	Practical Completion	TBC	To be confirmed by way of agreed Delivery Plan.	TBC	TBC

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

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



### Schedule 3: Payment Request

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

- a. the amount of IAF Funding requested, which must not exceed the applicable Maximum Gross IAF Funding Payment Milestone set out in **Part A of Schedule 2**;
- b. confirmation that the Recipient can pay all IAF Funded Enabling Infrastructure Project Costs as and when they fall due;
- c. all cost overruns and funding shortfalls in respect of the relevant IAF Funded Enabling Infrastructure Project can be funded or financed and the required Funding Balances are secured and available to, and committed by, the Recipient;
- d. confirmation that the Recipient has applied the instalment of Known Co-Funding and Other Funding (if any) by the Completion Date for the relevant IAF Funded Enabling Infrastructure Project Milestone set out in **Part A of Schedule 2**, in accordance with clause 2.1(a)ii of **Part 2** (General Terms);
- e. certification (in a format to be agreed between Kāinga Ora and the Recipient) during Stage 3 (Implementation) of the relevant IAF Funded Enabling Infrastructure Project, signed by the Engineer to Contract (and prior to Stage 3 (Implementation), signed by the Chief Executive, or their authorised delegate):
  - i. of progress against the IAF Funded Enabling Infrastructure Project Milestones for the relevant IAF Funded Enabling Infrastructure Project and the deliverables programme, including details of any material projected delay;
  - ii. of the amount of Costs incurred by the Recipient in respect of the relevant IAF Funded Enabling Infrastructure Project, including in respect of the IAF Funded Enabling Infrastructure Project Milestone to which the Payment Request relates (and confirmation that the applicable IAF Funded Enabling Infrastructure Project Milestone has been satisfied by the applicable Completion Date and that the Eligible Costs relating to the applicable IAF Funded Enabling Infrastructure Project Milestones have been paid or are due and payable to the Recipient's contractors to the relevant IAF Funded Enabling Infrastructure Project)<sup>5</sup>;
  - iii. of any material variations to the Construction Contract(s) in respect of the relevant IAF Funded Enabling Infrastructure Project;
  - iv. that the Cost to Complete Test is met as at the date of the certification, that the Cost to Complete Test was met as at the last date of the previous quarter and that the Cost to Complete Test is expected to be met at all times until Practical Completion (including confirmation that the Territorial Authority Funding, Specified Developer(s)/Landowner(s) Funding and Other Funding required for the relevant IAF Funded Enabling Infrastructure Project is available to the Recipient);
  - v. of the forecasted Cost to Complete the IAF Funded Enabling Infrastructure Project; and
  - vi. that, as at the date of the certification, the Time to Complete Test is met;
- f. evidence of satisfaction of the deliverables and additional deliverables applicable to the IAF Funded Enabling Infrastructure Project(s) Milestones set out in **Part A, Part B and Part C of Schedule 2**;

<sup>5</sup> Note that a Payment Request may be for Eligible Costs that are due and payable, as well as being for reimbursements for Eligible Costs already paid by the Recipient.

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

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#### Schedule 4: Reporting

##### Monthly Reports

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

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

##### Quarterly Reports

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

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

##### Total Dwellings Enabled Report

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

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

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

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